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**MASTER DEED FOR TRADEWINDS AT SHELTER COVE
HORIZONTAL PROPERTY REGIME**

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BEAUFORT COUNTY TAX MAP REFERENCE

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SOUTH CAROLINA

BEAUFORT COUNTY

MASTER DEED FOR TRADEWINDS AT SHELTER COVE

HORIZONTAL PROPERTY REGIME

THIS MASTER DEED is made on the date set forth below by Shelter Cove Partners, LLC, a South Carolina limited liability company (hereinafter referred to as "Declarant");

WITNESSETH

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

WHEREAS, Declarant desires to subject the real property described in Exhibit "A" hereto, including the improvements thereof, to the provisions of this Master Deed and to the South Carolina Horizontal Property Act; and

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

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MASTER DEED FOR TRADEWINDS AT SHELTER COVE

HORIZONTAL PROPERTY REGIME

1. NAME.

The name of the horizontal property regime is Tradewinds at Shelter Cove Horizontal Property Regime (hereinafter sometimes called "Tradewinds at Shelter Cove" or the "Regime," as further defined herein), which horizontal property regime is hereby submitted by Declarant to provisions § 27-31-10, *et seq.* of the South Carolina Code of Laws, 1976, as amended.

2. DEFINITIONS.

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

(a) Act shall mean the South Carolina Horizontal Property Act §27-31-10, *et seq.* of the South Carolina Code of Laws, 1976, as such Act may be amended from time to time.

(b) Additional Property shall mean that property described in Exhibit "E" attached hereto and incorporated herein, which Declarant may, but shall have no obligation to, submit to the Regime as provided in this Master Deed.

(c) Architectural Control Committee or ACC shall mean the committee established to exercise the architectural review powers set forth in Paragraph 13 hereof, which shall be the Board of Directors of the Association unless by resolution the Board appoints a separate Architectural Control Committee.

(d) Area of Common Responsibility shall mean and refer to the General Common Elements, together with those areas, if any, which by the terms of this Master Deed or by contract or agreement with any other Person, become the responsibility of the Association.

(e) Articles or Articles of Incorporation shall mean the Articles of Incorporation of Tradewinds at Shelter Cove Owners Association, Inc., which have been filed with the Secretary of State of the State of South Carolina.

(f) Association shall mean Tradewinds at Shelter Cove Owners Association, Inc., a South Carolina nonprofit corporation, its successors or assigns.

(g) Board or Board of Directors shall mean the board of directors of the Association, which shall be the body responsible for management and operation of the Association.

(h) Bylaws shall mean the Bylaws of Tradewinds at Shelter Cove Owners Association, Inc., attached to this Master Deed as Exhibit "G" and incorporated herein by this reference.

(i) Common Elements shall mean and refer to the aggregate of all General Common Elements and all Limited Common Elements which otherwise shall include all portions of the Regime which are not designated as Units or parts of Units.

(j) Common Expenses shall mean the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Regime including, but not limited to, those expenses incurred for maintaining, repairing, replacing, and operating the General Common Elements, and as required under the Master Declaration, including, but not limited to the Infrastructure Fee.

(k) Declarant shall mean Shelter Cove Partners, LLC, a South Carolina limited liability company, its respective successors and assigns and any other Person, provided that such successors and/or assignee are designated in writing by Declarant as its successor and/or assign of the rights of Declarant set forth herein. The expiration of the Declarant Control Period shall not terminate or alter the status of the above-referenced entity and its successor and/or assign, as Declarant hereunder or divest it of other rights specifically reserved to Declarant herein.

(l) Declarant Control Period shall mean the period of time during which the Declarant is entitled to appoint and remove the members of the Board of Directors as provided in Article III, Part A, Section 2 of the Bylaws.

(m) Domestic Partner shall mean any adult who cohabitates with an Owner and who has been designated as the Owner's Domestic Partner in a written statement, signed by the Owner and filed with the Association's Secretary. A Person shall no longer be a Domestic Partner upon the Secretary's receipt of a written termination notice, signed by either the Owner or the Domestic Partner.

(n) Electronic Document shall mean information created, transmitted, received or stored by electronic means and retrievable in human perceivable form including, without limitation, e-mail, web pages, electronic documents, and facsimile transmissions.

(o) Electronic Signature shall mean a signature created, transmitted, received or stored by electronic means and includes, but is not limited to, a Secure Electronic Signature.

(p) Eligible Mortgage Holder shall mean those holders of first Mortgages secured by Units in the Regime who have requested notice of certain items as set forth in this Master Deed.

(q) General Common Elements shall mean those Common Elements set forth in Paragraph 5.

(r) Infrastructure Fee shall mean those fees that the Association is obligated to pay in accordance with that certain Title to Real Estate (Limited Warranty) from Greenwood Development Corporation to Shelter Cove Partners, LLC, dated December 21, 2004, recorded in Book 2077. Page 1871, *et seq.*, in the Office of the Clerk of Court for Beaufort County, South Carolina

(s) Limited Common Elements shall mean a portion of the Common Elements reserved for the exclusive use of those Persons entitled to occupy one (1) or more, but less than all, Units, as more particularly set forth in this Master Deed.

(t) Majority shall mean fifty-one percent (51%) or more of the basic value of the Regime, in accordance with the percentages set forth on Exhibit "B".

(u) Master Declaration shall mean that certain Declaration of Covenants, Conditions, and Restrictions Running with Certain Land of Greenwood Development Corporation in Beaufort County, South Carolina and Provisions for Membership in the Shelter Cove Harbour Company, a South Carolina Non-Profit Corporation, dated February 22, 1982, and recorded in Deed Book 342, Page 1726, in the Office of the Clerk of Court for Beaufort County, South Carolina, as amended by that certain Supplemental Declaration of Rights, Restrictions, Conditions, etc. Running with Certain Land of Greenwood Development Corporation in Beaufort County, South Carolina, and Provisions for Membership in the Shelter Cove Harbour Company, a South Carolina Non-Profit Corporation, dated March 16, 1983, and recorded in Book 365, Page 1669, re-recorded in Book 367, Page 631, aforesaid records, and in Record Book 1818, Page 1241, and in Deed Book 387, Page 239, and in Deed Book 390, Page 1438, and in Record Book 780, Page 989, and in Record Book 1778, Page 853, and as may be amended.

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

(w) Mortgagee or Mortgage Holder shall mean the holder of any Mortgage.

(x) Occupant shall mean any Person staying overnight in a Unit for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year, regardless of whether such Person is a tenant or the Owner of such Unit.

(y) Owner shall mean the record titleholder of a Unit within the Regime, but shall not include a Person who is only a Mortgage Holder.

(z) Person shall mean any individual, corporation, firm, association, partnership, trust, or other legal entity.

(aa) Plans shall mean the plot plan showing the location of the buildings in existence and other improvements on the Regime, and the floor plans showing the dimensions, area, and location of each Unit, the Common Elements that afford access to each Unit, and the other Common Elements for Tradewinds at Shelter Cove Horizontal Property Regime, attached hereto as Exhibit "D".

(bb) Regime shall mean all that property described in Exhibit "A" attached hereto and incorporated herein by this reference, submitted to the provisions of the Act by this Master Deed, and any property described in Exhibit "E" that is later submitted to the provisions of the Act and this Master Deed.

(cc) Regime Instruments shall mean this Master Deed and all exhibits to this Master Deed, including the Bylaws of the Association, and the Survey and Plans, all as may be supplemented or amended from time to time.

(dd) Secure Electronic Signature shall mean an electronic or digital method executed or adopted by a Person with the intent to be bound by or to authenticate a record, which is unique to the Person using it, is capable of verification, is under the sole control of the Person using it, and is linked to data in such a manner that if the data is changed, the electronic signature is invalidated.

(ee) Survey shall mean the survey for Tradewinds at Shelter Cove Horizontal Property Regime attached hereto as Exhibit "C," showing the horizontal and vertical location of the buildings in existence and other improvements on the Regime.

(ff) Total Association Vote shall mean all of the eligible votes attributed to members of the Association (including votes attributable to Declarant), and the consent of Declarant for so long as Declarant owns a Unit primarily for the purpose of sale.

(gg) Unit shall mean that portion of the Regime intended for individual ownership and use as more particularly described in this Master Deed and shall include the undivided ownership in the Common Elements assigned to the Unit by this Master Deed.

3. LOCATION, PROPERTY DESCRIPTION, PLATS AND PLANS

The Regime subject to this Master Deed and the Act is located in Hilton Head Island, Beaufort County, South Carolina, being more particularly described in Exhibit "A" attached to this Master Deed, which exhibit is specifically incorporated herein by this reference. The Survey is attached hereto as Exhibit "C," and incorporated herein by this reference, and the Plans are attached hereto as Exhibit "D" and incorporated herein by this reference.

So long as Declarant owns a Unit, Declarant reserves the right, but shall have no obligation, to make improvements and changes to all or part of the Common Elements and the Units owned by Declarant (other than changes to the location of Unit boundaries unless expressly permitted herein), including, without limitation, addition and realignment of parking spaces, addition and reconfiguration of storage spaces, renovation and installation of changes to utility systems and facilities, rearrangement and installation of security and refuse facilities, work relating to building exteriors, and extension of the drives and utility lines and pipes located on the Regime.

4. UNITS AND BOUNDARIES.

The Regime shall initially consist of two (2) three-story buildings containing a total of ten (10) separate Units, and Common Elements, some of which will be assigned as Limited Common Elements, which will comprise Phase I of the project. There may be additional phases as provided in Paragraph 25 hereof. Each Unit consists of a dwelling and its appurtenant percentage of undivided interest in the Common Elements. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Regime Instruments. The Units are depicted on the Survey and the Plans. Each Unit includes that part of the structure, which lies within the following boundaries:

(a) Vertical Boundaries. The perimetrical or vertical boundaries of each Unit shall be the vertical planes formed by the outermost surface of the studs in the walls separating the Unit from the exterior wall of the structure as it extends to its intersections with the upper and lower horizontal boundaries of the Unit. With respect to common walls between Units, the perimetrical or vertical boundary of the Units served thereby shall be the plane constituting the centerline of such wall as it extends to its intersections with the upper and lower horizontal boundaries of the Unit. The vertical boundaries include the wallboard or other material comprising the wall of the Unit.

(b) Horizontal Boundaries. The upper horizontal boundary of each Unit shall be the horizontal plane formed by the outermost, unfinished, unexposed surface of the plywood underdecking above the roof joists, with such material constituting part of the Unit, but not including sheathing, if any, tile roofing material, or flashing. The lower horizontal boundary of each Unit is the upper surface of the concrete

subflooring on which the Unit is constructed, with the flooring, if any, constituting part of the Unit and the concrete subflooring and building foundation not constituting part of the Unit.

(c) Additional Information to Interpret Unit Boundaries. Garage doors, garages, entry doors and exterior glass surfaces, including, but not limited to, windows and glass doors, serving the Unit shall be included within the boundaries of the Unit. Heating and air conditioning systems serving a single Unit (including any part of any such system located outside the boundaries of the Unit), all duct work for heating and air conditioning systems and appliances and plumbing fixtures within a Unit shall be part of the Unit.

If any chutes, flues, ducts, conduits, wires, pipes or other apparatus lies partially within and partially outside of the designated boundaries of the Unit, any portion thereof which serves only that Unit shall be deemed to be a part of that Unit, while any portions thereof which serve more than one (1) Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

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

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

5. GENERAL COMMON ELEMENTS.

The General Common Elements consist of all portions of the Regime not located within the boundaries of a Unit and include, without limitation:

(a) the land whether leased or in fee simple and whether or not submerged on which the Regime buildings stand;

(b) certain utility infrastructures, fences, entry feature and lighting for same, paving, roofs (including the sheathing, if any, tile roofing material, or flashing, but not including the plywood underdecking or roof joists), exterior walls of the buildings, landscape areas, outside parking area and lighting for same, mail kiosks, and limited access entry gate systems;

(c) the dumpster, swimming pool, pool building, parking spaces, and all other lighting in any Common Element of the Regime buildings, and in general, all devices or installations existing or to be constructed or installed for common use; and

(d) all other elements of the Regime, in existence or to be constructed or installed, rationally of common use or necessary to its existence, upkeep, and safety.

Ownership of the General Common Elements shall be by the Owners as tenants-in-common. The percentage of undivided interest in and to the General Common Elements attributable to each Unit is set forth in Exhibit "B" attached hereto and incorporated herein by this reference. Such percentages of undivided interest may be altered only by the consent of all Owners and Mortgagees (or such lesser

number of Owners and Mortgagees as may hereafter be prescribed by the Act) expressed in a duly recorded amendment to this Master Deed, except in the case of expansion of the Regime, as provided in Paragraph 25 hereof, in which case the amendment may be approved and executed by Declarant without approval of the Owners or Mortgagees.

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

6. LIMITED COMMON ELEMENTS.

(a) The Limited Common Elements located on the Regime and the Unit(s) to which they are assigned are:

(i) driveways serving at least one (1) but less than all Units, as shown on the Plans, are assigned as Limited Common Elements to the Unit(s) that they serve;

(ii) any stoop or stairs exclusively serving a Unit is assigned as a Limited Common Element to the Unit so served;

(iii) the portion of the Common Elements on which there is located any portion of the air conditioning or heating system exclusively serving a particular Unit or Units is assigned as a Limited Common Element to the Unit or Units so served;

(iv) any exterior lighting that is turned "on" and "off" by a mechanism located within the interior of a Unit is assigned as a Limited Common Element to such Unit;

(v) any utility meter which serves only one (1) Unit is assigned as a Limited Common Element to the Unit so served;

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

(vii) any service yard attached to and serving only one (1) Unit is assigned as a Limited Common Element to the Unit to which it is attached and which it serves;

(viii) each Unit is assigned one (1) mailbox or mail slot, to be initially assigned in the sole discretion of Declarant; and

(ix) each Unit is assigned as Limited Common Elements the concrete subflooring and building foundation located below the lower horizontal boundary of the Unit.

(b) The Association's Board of Directors, without need for a membership vote, is hereby authorized to assign and to reassign Limited Common Elements and General Common Elements not previously assigned, provided that any such assignment or reassignment shall be made in accordance with the Act. A General Common Element not previously assigned as a Limited Common Element may be so assigned and a Limited Common Element may be reassigned by the Board, without the need for a vote of the Association, upon written application to the Association by the Owner or Owners for whose

exclusive use such General Common Element is requested or whose use of the Limited Common Element previously assigned is directly affected. Upon such application, the Association shall prepare and execute an amendment to the Master Deed assigning the Common Element as a Limited Common Element or reassigning the Limited Common Element, which amendment shall be executed by the Owner or Owners making such application. For so long as Declarant owns a Unit primarily for the purpose of sale, an amendment to assign a Common Element, not previously assigned as a Limited Common Element shall be executed by the officers of the Association, if the request is made by Declarant. The Board has the right to approve or disapprove any such request made by any Person other than Declarant.

(c) For so long as Declarant owns any Unit primarily for the purpose of sale, Declarant shall have the right to sell to Owners one (1) or more parking spaces to be assigned as Limited Common Elements pursuant to subparagraphs (a) and (b) above. The proceeds of the sale of parking spaces as Limited Common Elements shall belong to Declarant.

7. ASSOCIATION MEMBERSHIP AND ALLOCATION OF VOTES.

All Owners, by virtue of their ownership of a fee or undivided fee interest in any Unit in the Regime, excluding Persons holding such interest under a Mortgage, are members of the Tradewinds at Shelter Cove Owners Association, Inc., and, except as otherwise provided herein or in the Bylaws, shall be entitled to vote on all matters upon which members of the Association are entitled to vote pursuant to the Master Deed and in accordance with the Bylaws. Subject to the provisions of the Regime Instruments, the Owner or collective Owners shall be entitled to one (1) weighted vote for such Unit, which shall be weighted according to the percentage interests set forth in Exhibit "B."

8. ALLOCATION OF LIABILITY FOR COMMON EXPENSES.

(a) Except as provided below or elsewhere in the Act or Regime Instruments, the amount of all Common Expenses shall be assessed against all the Units in accordance with the percentage of undivided interest in the Common Elements appurtenant to the Unit as set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

(b) The Board of Directors shall have the power to levy special assessments against Units pursuant to this Paragraph as, in its discretion, it shall deem appropriate. Failure of the Board of Directors to exercise its authority under this Paragraph shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Paragraph in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Paragraph.

(i) Any Common Expenses benefiting less than all of the Units or significantly disproportionately benefiting all Units may be specially assessed equitably among all of the Units that are benefited according to the benefit received. Except for expenses for maintenance, repair or replacement of Limited Common Elements, which may be specially assessed, expenses incurred for the maintenance, repair or replacement of the Area of Common Responsibility, shall not be specially assessed.

(ii) Any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Units or by the Occupant(s), licensees or invitees of any such Unit or Units may be specially assessed against such Unit or Units.

(c) The Regime currently is served by a common water meter. The Board shall have the authority to assess individual Unit utilities usage charges based on readings of the submeters, including a right to add a charge for the cost of overhead for such submetering and/or to install separate utility meters for the Units, or based upon reasonable estimates of utilities usage charges with periodic adjustments.

9. ASSOCIATION RIGHTS AND RESTRICTIONS.

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

(a) to enter into Units for maintenance, emergency, security, or life-safety purposes, which right may be exercised by the Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit. For the purposes of this Paragraph, an emergency justifying immediate entry into a Unit shall include, but not be limited to, the following situations: a water or other utility leak, fire, strong foul odor, obvious insect infestation or sounds indicating that a Person or animal might be injured or sick and require immediate medical attention. No one exercising the rights granted in this subparagraph shall be liable for trespass, damages, or in any other manner by virtue of exercising such rights. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that no duty to enter a Unit shall exist;

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

(c) to enforce use restrictions, other Master Deed and Bylaws provisions, and rules and regulations by the imposition of reasonable monetary fines and suspension of use and voting privileges:

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

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

(f) to represent and act on behalf of the Owners in the event of damage or destruction as a result of casualty loss in accordance with the provisions of the Act and Paragraph 12 of this Master Deed;

(g) to represent and act on behalf of the Owners in the event of any loss resulting from condemnation or eminent domain in accordance with Paragraph 20 of this Master Deed;

(h) to collect for and pay assessments required under the Master Declaration due from the Units; and

(i) to represent the Regime in all matters as provided under the Master Declaration;

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

(k) to collect security deposits in reasonable amounts, as determined by the Board of Directors in its sole discretion, to protect against any damage to the Regime, including, without limitation, damage resulting from: moving in or out of a Unit; the transportation and use of construction materials in the

Regime; and the alteration, modification, or addition to a Unit and any Limited Common Element appurtenant thereto. Costs for repair of such damage may be deductible from the security deposit and any additional expenses may be specifically assessed against the Unit under subparagraph 8(b)(ii) above;

(l) to approve contractors or subcontractors who have access to the Regime for the purpose of making repairs or improvements to Units based on rules and regulations promulgated and adopted by the Board which may include, without limitation: financial stability of the contractors and/or subcontractors; history of compliance with the Regime Instruments and rules and regulations of the Association; and other factors that may be reflective of quality and ability. The Board may also impose insurance requirements and collect other non-refundable fees for use of the trash receptacle;

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

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

(o) to enter into joint agreements and contracts with other homeowners associations for the provision of services, including, without limitation, management, landscaping, porter, concierge, property monitoring services, and trash removal services.

10. ASSESSMENTS.

(a) Purpose of Assessment. The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Units in the Regime as may be more specifically authorized from time to time by the Board.

(b) Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments, such assessments to be established and collected as hereinafter provided; and (iii) specific assessments against any particular Unit which are established pursuant to the terms of this Master Deed, including but not limited to reasonable fines imposed in accordance with the terms of this Master Deed.

All such assessments, together with charges, interest, costs, and reasonable attorneys' fees actually incurred, and if the Board so elects, rents, in the maximum amount permitted under South Carolina law, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Unit at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally

liable for all assessments and charges due and payable at the time of any conveyance. Pursuant to Section 27-31-200 of the Act, upon the conveyance of a Unit, all unpaid assessments against a Unit shall first be paid out of the sales price of such Unit or by the acquirer over any other charges or assessments of whatever nature, except as provided in the Act. Notwithstanding anything contained herein to the contrary, pursuant to the Act, any grantee who obtains title pursuant to judicial or nonjudicial foreclosure of any Mortgage of record shall not be liable for such Unit's share of assessments accruing subsequent to the recording of such Mortgage, but prior to the acquisition of title by such Mortgagee.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors; unless otherwise provided, the annual assessments shall be paid in equal monthly installments due on the first day of each calendar month. No Owner may exempt him or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Elements, the Association's failure to perform its obligations required hereunder, abandonment of his or her Unit, or a dispute arising from the Association's performance of its duties. The lien provided for herein shall have priority as provided in the Act.

The Board of Directors shall have the right to: (i) not spend the full amount budgeted for any particular line item in the budget; (ii) spend more than what has been budgeted; and (iii) shift revenues within the budget from one line to another.

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

(i) Any monthly installment of annual assessments or any part thereof not paid in full by the tenth (10th) day of the month or any other charge not paid within ten (10) days of the due date shall bear interest from such date at the maximum legal rate allowable under South Carolina law without further notice or warning to the delinquent Owner.

(ii) If part payment of assessments and related charges is made, the amount received may be applied first to costs and reasonable attorneys' fees actually incurred, then to late charges, then to interest, then to delinquent assessments, and then to current assessments.

(iii) If assessments, fines or other charges or any part thereof due from an Owner remain delinquent and unpaid for a period greater than fifteen (15) days from the date due, a notice of delinquency may be given to that Owner stating that if the assessment, fine or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board of Directors may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment and of any special assessment without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the annual assessment in monthly installments for that fiscal year.

(iv) If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after they become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Master Deed, the Bylaws, the Act and South Carolina law, including reasonable attorneys' fees actually incurred, and suspend the Owner and/or Occupant's right to use the Common Elements, including the right to bring or park vehicles on the Common Elements or have guests bring or park vehicles on the Common Elements. However, the Board may not limit pedestrian, medical, fire, police or other health, safety, service or emergency vehicle ingress or egress to or from the Unit or deny necessary parking of clearly and properly identified handicapped vehicles used by handicapped owners or occupants protected by the

Fair Housing Amendments Act of 1988. Prior to suspending parking privileges, the Association shall provide the delinquent Owner or Occupant written notice of its intention to do so, sent by certified mail not less than ten (10) days prior to the date of such suspension.

(v) If any assessment or other charge is delinquent for thirty (30) days or more, then, in addition to all other rights provided in the Act and herein, the Association shall have the right to suspend water, electricity, gas, heat, air conditioning, cable television, or other utility services to the Unit paid for as a Common Expense by the Association. Any costs incurred by the Association in discontinuing and/or reconnecting any utility service, including reasonable attorneys' fees, shall be an assessment against the Unit. The utility services shall not be required to be restored until the delinquency is paid in full, at which time the Association shall make arrangements for restoration of the service. An Owner whose utility or service has been suspended hereunder shall not be entitled to use any such utility or service from any source, and any such unauthorized use shall be considered a theft of services under South Carolina law.

(d) Computation of Operating Budget and Assessment. It shall be the duty of the Board at least twenty-one (21) days prior to the Association's annual meeting to prepare and deliver to each member a budget covering the estimated costs of operating the Regime during the coming year and a notice of the assessments to be levied against each Unit for the following year. The budget and the assessment shall become effective unless disapproved at a duly called and constituted annual meeting of the Association by a vote of a majority of the Total Association Vote; provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting.

Notwithstanding the foregoing, in the event that the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. In such case, the Board may propose a new budget at any time during the year at a special meeting of the Association. The proposed budget and assessment shall be delivered to the members at least twenty-one (21) days prior to the proposed effective date thereof and at least ten (10) days prior to the special meeting. The approval procedure set forth above for budgets considered at annual meetings shall also apply to budgets considered at special meetings.

Notwithstanding anything to the contrary stated herein, during the Declarant Control Period, Declarant or Declarant-appointed Board of Directors shall be authorized to unilaterally pass a new budget to reflect costs resulting from the addition of a phase or phases to the Regime.

(e) Special Assessments. In addition to the annual assessment provided for in subparagraph (b) above, the Board may, at any time, and in addition to any other rights it may have, levy a special assessment against all Owners, notice of which shall be sent to all Owners.

(f) Capital Reserve Budget and Contribution. After the expiration of the Declarant Control Period, the Board of Directors may annually prepare a capital reserve budget, which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may set the required capital reserve contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital reserve budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The annual capital reserve contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided in subparagraph (d) of this Paragraph. A copy of the capital reserve budget shall be distributed to each member in the same manner as the operating budget.

Notwithstanding any other provisions of this Master Deed, during the Declarant Control Period, Declarant shall not be required to prepare a capital reserve budget, set any other capital reserve contribution, or otherwise collect amounts for capital reserves.

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

(h) Surplus Funds and Common Profits. Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the option of the Board of Directors, either be distributed to the Owners or credited to the next assessment chargeable to the Owners in proportion to the liability for Common Expenses attributable to each Unit, or added to the Association's capital reserve account as set forth in (f) above.

If the Board of Directors reasonably determines that during a fiscal year there will likely be a surplus of funds at the end of such fiscal year (excluding amounts designated for reserves), the Board may, but shall not be required to, reduce the amount of the annual assessment to be collected from the Owners for the remainder of that fiscal year. Any Owner who has already paid the entire annual assessment at the time of such reduction shall, in the discretion of the Owner, either receive a refund of the overpayment or a credit of the amount of the overpayment towards the annual assessment of the Association for the following fiscal year. Notwithstanding the above, the Association may first apply the amount of any overpayment toward any other amount the Owner may owe to the Association.

(i) Date of Commencement of Assessments. Assessments shall commence as to a Unit on the first day of the month following the conveyance of the Unit to a Person other than the Declarant. Notwithstanding anything to the contrary stated herein, the Declarant shall not be responsible for the payment of any type of assessment until the expiration of the Declarant Control Period. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual common assessment shall be adjusted according to the number of months then remaining in that fiscal year.

(j) Budget Deficits During Declarant Control. During the Declarant Control Period, Declarant shall pay to the Association the amount sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves) and the sum of the annual, special and specific assessments collected by the Association in any fiscal year.

(k) Working Capital Fund. Declarant, on behalf of the Association, shall establish a working capital fund to meet unforeseen expenditures or to purchase any additional equipment or services. A non-refundable contribution to the working capital fund of the Association shall be paid by the purchaser of a Unit at the closing of each sale or resale of a Unit in the amount of two (2) months of the general assessment charged to such Unit. Declarant shall not use the working capital funds to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits while it is in control of the Association. Notwithstanding anything to the contrary herein, the contribution to the working capital fund shall not be due from: (i) any grantee who is the Domestic Partner, spouse or former spouse of the grantor;

(ii) any grantee that is a wholly-owned entity of the grantor; (iii) any grantee to whom a Unit is conveyed by a will or through the law of intestacy; or (iv) any grantee of a Unit who obtains title pursuant to judicial or nonjudicial foreclosure of any first Mortgage of record or secondary purchase money Mortgage of record (provided that neither the grantee nor any successor grantee on the Mortgage is the seller of the Unit).

11. INSURANCE.

The Association, acting through its Board of Directors, shall obtain and maintain at all times, as a Common Expense, insurance as required herein. The Association shall obtain property insurance that shall, at a minimum, afford fire and extended coverage insurance for and in an amount consonant with the full replacement value of the buildings and other structures on the Regime. Such coverage shall include all of the Units and the fixtures initially installed therein by Declarant and replacements thereof up to the value of those initially installed by Declarant, but shall not include any improvements or additions (including wall coverings and fixtures) made by or on behalf of any Owner other than those made by Declarant and shall exclude furnishings and other personal property within a Unit.

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

The Board of Directors shall make available for review by Owners a copy of the Association's insurance policy to allow Owners to assess their personal insurance needs and each Owner shall have the obligation to obtain any additional coverage at his or her own expense.

All insurance coverage for the Association shall be written in the name of the Association as trustee for itself, each of the Owners, and the Mortgagees of Owners, if any. It shall be the duty of the Board of Directors at least every two (2) years to conduct an insurance review to determine if the policy in force is adequate to meet the needs of the Association and to satisfy the requirements of this Paragraph. Such responsibility may be performed, and shall be deemed reasonably performed, by the Board requesting the Association's insurance agent to verify that insurance policies in existence meet the needs of the Association and satisfy the requirements of this Paragraph.

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

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

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

(iii) until the expiration of ten (10) days after the insurer gives notice in writing to the Mortgagee of any Unit, the Mortgagee's insurance coverage will not be affected or jeopardized by

any act or conduct of the Owner of such Unit, the other Owners, the Board of Directors, or any of their agents, employees, or household members, nor be canceled for nonpayment of premiums;

(iv) the master policy may not be canceled, substantially modified, or subjected to nonrenewal without at least ten (10) days prior notice in writing to the Board of Directors and all Mortgagees of Units; and

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

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

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

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

(e) In addition to the insurance required hereinabove, the Board shall obtain as a Common Expense:

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

(ii) public liability insurance and officers' and directors' liability insurance in such amounts as the Board may determine. The public liability insurance shall contain a cross liability endorsement;

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

(iv) such other insurance as the Board of Directors may determine to be necessary or desirable including, for example coverage of the following types of property contained within a Unit, regardless of ownership: (A) fixtures, improvements and alterations that are part of the Building or structure; and (B) appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

(f) Insurance carried by the Association as a Common Expense shall not be required to include: (i) any part of a Unit that is not depicted on the original Plat; or (ii) any part of a Unit that was not included as part of the collateral for the initial loan made for the initial purchase of the Unit, nor shall the Association include public liability insurance for individual Owners for liability arising within the Unit.

(g) Nothing contained herein gives any Owner or other party a priority over any rights of first Mortgagees as to distribution of insurance proceeds. Any insurance proceeds payable to the Owner of a Unit on which there is a Mortgagee endorsement shall be disbursed jointly to such Owner and the Mortgagee. This is a covenant for the benefit of any such Mortgagee and may be enforced by any such Mortgagee.

(h) Every Owner shall be obligated to obtain and maintain at all times insurance covering those portions of his or her Unit to the extent not insured by policies maintained by the Association. Upon request by the Board, the Owner shall furnish a copy of such insurance policy or policies to the Association. In the event that any such Owner fails to obtain insurance as required by this subparagraph, the Association may purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner, to be collected in the manner provided for collection of assessments under Paragraph 10 hereof.

(i) Insurance Deductibles. In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the person or persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one (1) Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected owner's portion of the total cost of repair. Notwithstanding this, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Owner shall be responsible for paying the deductible pertaining to his or her Unit, if any. If any Owner or Owners fail to pay the deductible when required under this subparagraph, then the Association may pay the deductible and assess the cost to the Owner or Owners pursuant to Paragraph 8 of this Master Deed.

(j) Payment of Claims to Delinquent Owners. Notwithstanding anything to the contrary herein, in the event of an insured loss under the Association's master hazard insurance policy for which the Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in the payment of assessments owed to the Association under Paragraph 10 hereof, then the Association may retain and apply such proceeds to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Owner.

12. REPAIR AND RECONSTRUCTION.

Unless required otherwise by the Act, in the event of damage to or destruction of all or any part of the Regime as a result of fire or other casualty, the Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure. In the event of substantial damage or destruction, each holder of a first Mortgage shall be entitled to written notice of the damage, and nothing in these documents shall be construed to afford a priority to any Owner with respect to the distribution of proceeds to any such Unit.

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

(b) Source and Allocation of Proceeds.

(i) If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair, as determined by the Board of Directors, the additional cost shall be a Common Expense, provided, however, if the Association obtained the insurance required under Paragraph 11 of the Master Deed and the proceeds of such insurance are otherwise not sufficient to defray the costs of reconstruction and repair, as determined by the Board, the additional costs shall be assessed against the Owners of the Unit(s) damaged in proportion to the damage to the Units or against all Owners, in the case of insufficient funds to cover damage to the Common Elements. This assessment shall not be considered a special assessment as discussed in subparagraph 10(e).

(ii) If there are surplus funds after repair and reconstruction is completed, such funds shall be common funds of the Association to be used as directed by the Board.

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

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

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

13. ARCHITECTURAL CONTROLS.

(a) During Declarant Control. During the Declarant Control Period, there shall be no Architectural Control Committee and all encroachments onto the General Common Elements or Limited Common Elements, exterior change, alteration or construction (including painting and landscaping), and any erection, placement or posting of any object, sign, clothesline, speaker, playground equipment, light,

fountain, flag, personalized or customized exterior door mat, or thing on the exterior or roofs of the buildings, in any windows (except window treatments as provided herein), or on any Limited Common Elements or any General Common Elements, must receive the prior written approval of Declarant. However, a mezuzah or comparable religious symbol not larger than three inches (3") in width and nine inches (9") in height may be posted on the doorframe of the Unit. In addition, reasonable seasonal decorative lights may be displayed between Thanksgiving and January 15. Granting or withholding such approval shall be within the sole discretion of Declarant. All references in the Regime Instruments to the Architectural Control Committee or ACC shall refer to Declarant during the Declarant Control Period. Notwithstanding anything to the contrary stated herein, the initial improvements constructed on the Regime and all architectural modifications thereto that are made by Declarant shall not be subject to approval pursuant to this Paragraph.

(b) After Declarant Control. After expiration of the Declarant Control Period, an Architectural Control Committee shall be appointed by the Board of Directors and except for Declarant, so long as Declarant shall own a Unit for sale, no Owner, Occupant, or any other Person may make any encroachment onto the General Common Elements or Limited Common Elements, or make any exterior change, addition, alteration, or construction (including painting and landscaping), nor erect, place or post any object, sign, clothesline, speaker, playground equipment, light, fountain, flag, personalized or customized exterior door mat, or thing on the exterior or roofs of the buildings, in any windows (except window treatments as provided herein), on any Limited Common Elements, or on any other General Common Elements, without first obtaining the written approval of the ACC. However, a mezuzah or comparable religious symbol not larger than three inches (3") in width and nine inches (9") in height may be posted on the doorframe of the Unit. In addition, reasonable seasonal decorative lights may be displayed between Thanksgiving and January 15. The standard for approval of such improvements shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing buildings, Units and structures, the location in relation to surrounding structures and topography, and the impact of such approval, if any, on the increase or decrease of sounds and vibrations between the Units and between the Units and the Common Elements. Notwithstanding the above, Declarant shall not be required to obtain any approvals under this Paragraph.

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

(i) Alterations to the Interiors of the Units. Except as provided herein, no Owner or Occupant may make any alteration within a Unit which involves connecting to Common Element pipes, lines, conduits and/or other apparatus for access to common utilities without prior written ACC approval (including, but not limited to, modifying the connection of washers and dryers). Except as provided herein, no Owner or Occupant shall make any interior modifications to or place an excessive load on any structural or load bearing portions of a Unit without first obtaining the prior written approval of the ACC. Such approval shall not be granted by the ACC unless the Owner has presented to the ACC a report or drawing prepared by a licensed structural engineer showing that compensating measures will be taken to ensure the structural integrity of the Unit and the Regime. All building code requirements must be complied with and necessary permits and approvals secured for any modifications. Notwithstanding the above, all Owners desiring to make any interior modifications or alterations to a Unit affecting the Common Elements or structure or load bearing portions of a Unit must make application to the ACC as described below in order for the ACC to make the determination of whether the ACC's approval is required.

Notwithstanding the above, if any Owner acquires an adjoining Unit, such Owner shall have the right (subject to the prior written approval of the Mortgagees of the Units involved) to remove all or any part of any intervening partition or to create doorways or other apertures therein, notwithstanding the fact that such partition may, in whole or part, be part of the Common Elements, so long as no portion of any structural or load bearing portions of the Unit(s) are materially weakened or removed and the ACC has approved the plans described above and no portion of any Common Elements is damaged, destroyed or endangered, other than that partition and any chutes, flues, ducts, conduits, wires or other apparatus contained therein which shall be relocated by such Owner if such facilities serve any other part of the Regime. Notwithstanding the above, Declarant shall not be required to obtain any approvals under this Paragraph. The alterations permitted in this Paragraph shall not be deemed an alteration or relocation of boundaries between adjoining Units.

(ii) Relocation of Boundaries. Boundaries between adjoining Units may be relocated only in accordance with the provisions of this Master Deed. As long as Declarant owns a Unit for sale, an Owner must obtain the prior written consent of Declarant and the Board of Directors in order to relocate the boundaries of his or her Unit. After Declarant no longer owns a Unit for sale, an Owner must obtain the prior written consent only of the Board of Directors in order to relocate the boundaries of his or her Unit. Declarant shall have the right to relocate boundaries between Units owned by Declarant without the approval of the Board of Directors, and the Board of Directors shall execute the required amendment to the Master Deed.

(iii) Subdivision of Units. No Unit shall be subdivided into a smaller Unit or Units.

(d) Applications. Applications for approval of any such architectural modification shall be in writing and shall provide such information as the ACC may reasonably require. Once an application and all required information is received by the ACC, the ACC shall stamp the application as being complete and shall then forward to the applicant a written notice of application completion (the "Notice of Application Completion"). The ACC shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction that is not in conformance with approved plans. The Board or ACC may publish written architectural standards for exterior and Common Element alterations or additions, and any request in substantial compliance therewith shall be approved; provided, however, each such requested change shall be in harmony with the external design of the existing buildings and Units and the location in relation to surrounding structures and topography of the vicinity.

In the event that the ACC fails to approve or to disapprove such application within forty-five (45) days after the date of the Notice of Application Completion, ACC approval will not be required and this Paragraph will be deemed complied with; provided, however, even if the requirements of this Paragraph are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Master Deed, the Bylaws, or the rules and regulations of the Association.

(e) Encroachments onto Common Elements. The ACC, subject to this Paragraph, may permit Owners to make encroachments onto the Common Elements as it deems acceptable.

(f) Condition of Approval. As a condition of approval for a requested architectural change, modification, addition, or alteration, an Owner, on behalf of him or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration, unless otherwise agreed to in writing by the ACC. It is the responsibility of every Owner of a Unit to determine for him or herself what architectural modifications

have been made to his or her Unit by any predecessor-in-interest. In the discretion of the Board or ACC, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner on behalf of him or herself and all successors-in-interest.

(g) Limitation of Liability. Review and approval of any application pursuant to this Paragraph is made on the basis of aesthetic considerations only, and neither Declarant, the Board of Directors or the ACC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. Neither Declarant, the Association, the Board of Directors, the ACC, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Unit.

(h) No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board of Directors and ACC will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. Each Owner further acknowledges that the Board of Directors and ACC may adopt different architectural standards for different parts of the Regime, based on street visibility and location of the proposed modification in the building. The approval of either the Board of Directors or the ACC of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors, or the ACC shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

(i) Enforcement. Any construction, alteration, or other work done in violation of this Paragraph shall be deemed to be nonconforming. Upon written request from the Board or the ACC, Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Board or its designees shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs thereof, including reasonable attorneys' fees, may be assessed against the benefited Unit and collected as an assessment pursuant to this Master Deed.

In addition to the foregoing, the Board of Directors shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Paragraph and its decisions. Furthermore, the Board shall have the authority to record in the Beaufort County land records notices of violation of the provisions of this Paragraph.

If any Owner or Occupant makes any exterior change, alteration, or construction (including landscaping) upon the General Common Elements or Limited Common Elements in violation of this Paragraph, he or she does so at his or her sole risk and expense. The Board may require that the change, alteration or construction be removed or that it remain on the General Common Elements or Limited Common Elements without reimbursement to the Owner or Occupant for any expense he or she may have incurred in making the change, alteration or construction.

(j) Commencement of Construction. All changes, modifications and improvements approved by the ACC hereunder must be commenced within six (6) months from the date of approval. If not commenced within six (6) months from the date of such approval, then such approval shall be deemed revoked by the ACC, unless the ACC gives a written extension for commencing the work. All work approved by the ACC hereunder shall be completed in its entirety within ninety (90) days from the date of

commencement, unless otherwise agreed in writing by the ACC. All approved changes, modifications, and improvements must be completed in their entirety. An Owner may not construct only a portion or part of an approved change, modification, or improvement.

(k) Approval Under the Master Declaration. The provisions for architectural control contained in this Master Deed shall be in addition to, and not in lieu of the architectural control provisions contained in the Master Declaration. Whenever approval of the Board of Directors or the ACC is required under this Master Deed, the granting of such approval shall not dispense with the need also to comply with the approval procedures set forth in the Master Declaration. All proposed construction, modifications, alterations, and improvements shall be approved pursuant to this Master Deed before being submitted for approval pursuant to the Master Declaration. The Owner shall be responsible for any fees and costs associated with making such application pursuant to the Master Declaration, and any unpaid fees and costs shall constitute a lien against the Owner's Unit, and may be collected as an assessment pursuant to this Master Deed.

14. USE RESTRICTIONS.

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

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

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

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

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

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

(iv) the business activity does not unreasonably increase traffic in the Regime in excess of what would normally be expected for residential Units in the Regime without business activity (other than by couriers, express mail carriers, parcel delivery services and other such similar delivery services);

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

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

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

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

(b) Number of Occupants. The maximum number of Occupants in a Unit shall be limited to two (2) people per bedroom in the Unit, (as such bedrooms are depicted on the original Survey and Plans filed in the Office of the Register of Deeds for Beaufort County, South Carolina). Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

If an Owner of a Unit is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the Person(s) who will occupy the Unit. The designated Person(s) to occupy the Unit may not be changed more frequently than once every six (6) months without the express written consent of the Board as determined in the Board's sole discretion.

(c) Outbuildings. No structure of a temporary character, trailer, tent, shack, carport, garage, barn or other outbuilding shall be erected by any Owner or Occupant, other than Declarant, on any portion of the Regime, at any time, either temporarily or permanently, without the prior written approval of the Board.

(d) Use of General Common Elements Including Amenities. There shall be no obstruction of the General Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the General Common Elements without the prior written consent of the Board, except as specifically provided herein. With prior written Board approval, and subject to any restrictions imposed by the Board, an Owner may reserve portions of the General Common Elements for use for a period of time as set by the Board. Any such Owner who reserves a portion of the General Common Elements as provided herein shall assume, on behalf of him or herself and his or her guests, Occupants and family, all risks associated with the use of the General Common Elements and all liability for any damage or injury to any Person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees. There shall be no use of the roofs of the Regime buildings by the Owners, their family members, guests, tenants, invitees, agents or contractors. The Association and its agents and contractors shall have access to the roofs for performing its maintenance and repair responsibility. There shall be no gardening or landscaping on the General Common Elements by Owners or Occupants without the prior written consent of the Board. This subparagraph shall not apply to Declarant, for so long as Declarant shall own a Unit for sale.

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

(i) Balconies and Patios. No objects other than potted plants and patio furniture shall be placed on a balcony or patio. This prohibition applies to objects such as, but not limited to, umbrellas, bicycles, laundry garments, towels and objects other than potted plants and patio furniture, except as may be authorized by the Board. Objects shall not be permitted to hang over or be attached to any exterior balcony or patio wall or railing or to otherwise protrude outside of the vertical plane formed by the exterior surface of the balcony or patio wall. Penetration of the surfaces of a balcony or patio wall or floor is prohibited. No Owner or Occupant may enclose a balcony or patio without the prior written consent of the ACC, as set forth in Paragraph 13 above. As used herein, "enclosure" shall mean the permanent enclosure of a balcony or patio into the heated and cooled space within the boundaries of a Unit.

(f) Prohibition of Damage, Nuisance and Noise. Without the prior written consent of the Board of Directors, nothing shall be done or kept on the Regime, or any part thereof, which would increase the rate of insurance on the Regime or any Unit or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

The Units in the Regime are built in close proximity to one another, resulting in the sharing of common walls, floors and ceilings. As a result, noise and vibration may be detectable between Units or between Units and the Common Elements. Therefore, an Owner or Occupant shall not conduct activities within a Unit or use a Unit in a manner that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and Occupant.

Furthermore, noxious, destructive or offensive activity shall not be carried on within any portion of the Regime. No Owner or Occupant of a Unit may use or allow the use of the Unit or any portion of the Regime at any time, in any way or for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment, or discomfort to other Owners or Occupants, or in such a way as to constitute, in the sole opinion of the Board of Directors, a nuisance. In addition, no Owner or Occupant of a Unit may use or allow the use of a Unit or the Common Elements in any manner which creates disturbing noises, including, without limitation, use of stereo speakers or equipment that will in the sole discretion of the Board of Directors interfere with the rights, comfort or convenience of the other Owners or Occupants. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights.

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

No damage to or waste of the Common Elements, or any part thereof, shall be permitted by any Owner or member of his or her family or any invitee of any Owner. Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting

from any such damage or waste caused by such Owner, members of his or her family, guests, invitees, or Occupants of his or her Unit.

(g) Firearms and Fireworks. The display or discharge of firearms or fireworks on the General Common Elements or Limited Common Elements is prohibited; provided, however, the display of lawful firearms on the General Common Elements or Limited Common Elements is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the General Common Elements or Limited Common Elements to or from the Owner's Unit. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The term "fireworks" shall include those items as listed in Section 23-35-10 of the of the South Carolina Code of Laws, 1976, as amended.

(h) Animals. No Owner or Occupant may keep any animal on any portion of the Regime except as expressly permitted in this subparagraph. Unless the Board approves otherwise, an Owner or Occupant shall keep no more than two (2) dogs and/or cats (for a combined total of two (2)) per Unit and no such dog or cat shall weigh more than twenty-five (25 lbs.) pounds.

No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose, and no structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements, without prior written ACC approval. No pets are allowed on any portion of the General Common Elements; provided, however, an Owner or Occupant may walk a pet across the General Common Elements to enter or exit the Regime. Notwithstanding the foregoing, pets must be kept on a leash and be under the physical control of a responsible Person at all times while on the General Common Elements and Limited Common Elements. Feces left upon the Common Elements by pets must be immediately removed by the owner of the pet or the Person responsible for the pet.

No potbellied pigs, snakes, American Pit Bull Terriers, Rotweillers or Doberman Pinschers may be brought onto or kept on the Regime at any time. In addition, other animals determined in the Board's sole discretion to be dangerous shall not be brought onto or kept on the Regime at any time. The Board may require that any pet that, in the Board's opinion, endangers the health of any Owner or Occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the Regime upon seven (7) days written notice. If the Owner or Occupant fails to do so, the Board may remove the pet. The Board may remove any pet, which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any community member, without prior notice to the pet's owner.

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

(i) Parking. No Owner or Occupant may keep or bring onto the Regime more than a reasonable number of vehicles per Unit at any time, as determined by the Board; provided, however, the Board may adopt reasonable rules limiting the number of vehicles which may be parked at the Regime. Vehicles only may be parked in garages, driveways or other areas authorized in writing by the Board. The Common Element parking spaces shall be available on a first-come, first-serve basis; provided, however, no vehicle may be parked in such parking spaces for more than twelve (12) consecutive hours.

Disabled and stored vehicles are prohibited from being parked on the Regime, except in garages. For purposes hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or is

obviously inoperable. A vehicle shall be considered "stored" if it remains on the Regime without being driven for fourteen (14) consecutive days or longer without prior written Board permission.

Panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the South Carolina Department of Motor Vehicles), recreational vehicles (RVs and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors other than Sheriffs, Marshals, or police officers' vehicles marked as such, are also prohibited from being parked on the Regime, except in areas, if any, that may be designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any Unit or the Common Elements; provided, however, no such vehicle shall remain on the Common Elements overnight or for any purpose unless prior written consent of the Board is first obtained. Boats, trailers, jet-skis and trailers for same may only be parked in garages or other areas designated by the Board. Notwithstanding any provision contained herein to the contrary, all Owners and Occupants must comply with the restrictions on vehicles imposed by the Master Declaration.

If any vehicle is parked on any portion of the Regime in violation of this Paragraph or in violation of the Association's rules and regulations, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of the Person or entity that will do the towing or booting and the name and telephone number of a Person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board or agent of the Association may have the vehicle towed or booted in accordance with the notice, without further notice to the Owner or user of the vehicle.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's Unit, is obstructing the flow of traffic, is parked on any grassy area, or otherwise creates a hazardous condition, no notice shall be required and the Board or agent of the Association may have the vehicle towed or booted immediately. If a vehicle is towed or booted in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any Person for any claim of damage as a result of the towing or booting activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

(j) Heating of Units in Colder Months. In order to prevent breakage of water pipes during colder months of the year resulting in damage to any portion of the Regime, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained with the heat in an "on" position and at a minimum temperature setting of fifty-five degrees (55°) Fahrenheit (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach thirty-two degrees (32°) Fahrenheit or below. Owners and Occupants of Units shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair. The Board of Directors may fine any Owner or Occupant and/or may cause the water service to the violator's Unit to be discontinued for violation of this subparagraph, in addition to any other remedies of the Association.

(k) Signs. Except as may be provided for herein or as may be required by legal proceedings, and except for signs which may be erected by Declarant related to the development and sale of Units, no

signs, advertising posters, flyers, political placards or billboards of any kind shall be erected, placed, or permitted to remain on the Regime without the prior written consent of the Board or its designee. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association.

(l) Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the General Common Elements or Limited Common Elements outside the Unit, temporarily or otherwise, except in the trash dumpster or other areas designated by the Board. Rubbish, trash, and garbage shall be disposed of in sealed bags and either placed in the trash dumpster, or proper receptacles designated by the Board for collection or removed from the Regime.

(m) Unightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Regime. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the Unit.

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

(o) Garages. It is prohibited for an Owner or Occupant of a Unit that includes a garage to convert such garage to any other use without the prior written consent of the Board. No Owner or Occupant of a Unit that includes a garage shall park his or her car or other motor vehicle on any portion of the Regime other than in the garage, including the Limited Common Element driveway, unless the maximum number of cars or similarly sized motor vehicles which can be parked in the garage according to its design capacity are already parked in said garage. Garage doors shall remain closed at all times, except for necessary use, ingress, and egress. Unless the Board consents otherwise, all garages shall be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is allowed and possible.

(p) Window Treatments. All windows in Units must have window treatments. The color of all window treatments visible from outside the Unit must be white or off-white. Bed sheets shall not be used as window treatments.

(q) Antennas and Satellite Dishes. Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of the Regime, including the Unit or Limited Common Elements; provided, however, the Association shall have the right to erect, construct and maintain such devices. The following shall apply to all Owners:

(i) No transmission antenna, of any kind, may be erected anywhere on the Regime, including the Units, without written approval of the Board of Directors or the Architectural Control Committee.

(ii) No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one meter in diameter shall be placed, allowed or maintained upon the Regime, including the Units and the Limited Common Elements.

(iii) DBS and MMDS satellite dishes or antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal

Communication Commission (FCC) rules and the rules and regulations of the Association, both as may be amended from time to time.

In the event of a transfer of the Unit which includes a satellite dish or antenna, the grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Master Deed, the Bylaws and the rules and regulations regarding satellite dishes and antennas, including, but not limited to, those requirements relating to maintenance and removal of satellite dish or antenna.

(r) Grilling. The use of outdoor grills on any portion of the Regime buildings, including, without limitation, a balcony or patio shall be governed by applicable state laws and local ordinances having jurisdiction over the Regime.

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

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

Neither the Association nor any officer or agent thereof shall be liable to any Person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

(t) Sale Period. Notwithstanding any provisions contained in this Master Deed to the contrary, during the period of the sale of the Units it shall be expressly permissible for Declarant, its contractors, agents, employees, assigns and representatives, to maintain and carry on, upon such portion of the Regime as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the completion and sale of the Units, including, but without limitation, business offices, signs, model Units and sales offices. The right to maintain and carry on such facilities and activities shall include specifically the right to use the parking facilities on the Regime for such purposes and to use the Units owned by Declarant as model Units and as offices for the sale of the Units and related activities.

(u) Move In/Move Out. Owners and Occupants shall not move furniture, construction materials, and other over-sized items in or out of the Regime except during such hours and according to requirements to be determined by the Board of Directors.

(v) Life-Safety Systems. Owners and Occupants shall not tamper with or disengage any portion of the life-safety systems that serve the Regime including, without limitation, the sprinkler heads and all branch and feed lines that support such sprinkler heads, and all fire control devices (such as smoke detectors and call boxes), regardless of whether such items are located within the boundaries of a Unit.

15. LEASING.

The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Master Deed and Bylaws, in order to enforce the provisions of this Paragraph. "Leasing," for the purposes of this Master Deed, is defined as regular, exclusive occupancy of a Unit by any Person other than the Owner. For purposes hereof, occupancy by a roommate of an Owner who occupies the Unit as such Owner's primary residence shall not constitute Leasing hereunder. Leasing of all Units shall be governed by the following provisions:

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

(b) General. Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form that is deemed acceptable. There shall be no subleasing of Units or assignment of leases without prior written Board approval. The Owner shall provide the Board with the name of the lessee and all other people occupying the Unit. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

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

(i) Compliance with Master Deed, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Master Deed, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all Occupants of his or her Unit to comply with the Master Deed, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, or a Person living with the lessee, violates the Master Deed, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with Article V of the Bylaws. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

Any violation of the Master Deed, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with South Carolina law. The Owner hereby delegates and assigns to the

Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Master Deed, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney in fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including reasonable attorneys' fees actually incurred and court costs, associated with the eviction shall be an assessment and lien against the Unit.

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

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

(d) Applicability of this Paragraph. Notwithstanding the above, this Paragraph shall not apply to any leasing transaction entered into by Declarant (regardless of whether said lease is entered into prior to or after the expiration of the Declarant Control Period), the Association, or the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage.

16. TRANSFER OR SALE OF UNITS.

An Owner intending to make a transfer or sale of a Unit or any interest in a Unit shall give written notice to the Board of Directors of such intention within seven (7) days after execution of the purchase agreement (in the case of the purchase of a Unit) or transfer or sales documents (in the case of the conveyance of a Unit without a purchase of said Unit). The Owner shall furnish to the Board of Directors as part of the notice (i) the name and address of the intended grantee; and (ii) such other information as the Board of Directors may reasonably require. In addition, the purchase agreement or transfer documents shall attach a copy of the Master Deed and Bylaws. This Paragraph shall not be construed to create a right of first refusal in the Association or in any third party.

In addition, a non-refundable contribution to the working capital fund of the Association shall be paid to the Association by the purchaser of a Unit at the closing of each sale or resale of a Unit in the amount of two (2) months of the general assessment charges to such Unit in accordance with Paragraph 10(i) hereof.

Within seven (7) days after receiving title to a Unit, the new Owner of the Unit shall give written notice to the Board of Directors of his or her ownership of the Unit. Upon failure of an Owner to give the

required notice within the seven (7) day time period provided herein, the Board may levy fines against the Unit and the Owner thereof, and assess the Owner for all costs incurred by the Association in determining his or her identity.

17. MAINTENANCE RESPONSIBILITY.

(a) By the Owner. Each Owner shall have the obligation to maintain and keep in good repair all portions of his or her Unit, the Limited Common Elements specified in this subparagraph (a), and all improvements made by the Owner to the Limited Common Elements assigned to the Unit except any portion of a Unit which is expressly made the maintenance obligation of the Association as set forth in subparagraph (b) below. This maintenance responsibility shall include, but not be limited to the following: all glass surfaces (including exterior cleaning), windows, window frames (except for periodic painting of the exterior window frames), casings and locks (including caulking of windows); all doors, doorways, door frames, and hardware that are part of the entry system of the Unit (except for periodic painting of the exterior surface of entry doors and garage doors); all portions of the heating and air conditioning system, including the air conditioning compressor and the fan coil serving the Unit; any exterior lighting assigned as a Limited Common Element to a Unit; any concrete subflooring and building foundation assigned as a Limited Common Element to a Unit; and all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit, whether located within or without a Unit's boundaries (including all electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the Unit).

In addition, each Owner shall have the responsibility:

(i) to keep in a neat, clean and sanitary condition any Limited Common Elements serving his or her Unit;

(ii) to perform his or her responsibility in such manner so as not to unreasonably disturb other Persons in other Units;

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

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

(b) By the Association. The Association shall maintain and keep in good repair as a Common Expense the "Area of Common Responsibility," which includes the following:

(i) all Common Elements, including any Limited Common Elements, but excluding all exterior lighting assigned as Limited Common Elements, any concrete subflooring and building foundation assigned as a Limited Common Element to a Unit, and all improvements made to such Limited Common Elements; provided, however, the cost of maintenance and repair of Limited Common Elements, excluding the Limited Common Element driveways may be assessed against the Owner to whom the Limited Common Element is assigned under Paragraph 8(b)(i):

(ii) periodic painting of exterior surfaces of the Regime buildings, exterior window frames, and entry doors and garage doors, on a schedule to be determined by the Board of Directors; and

(iii) life safety (including, but not limited to, interior sprinkler systems) and building systems.

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

The Association shall repair incidental damage to any Unit resulting from performance of work that is the responsibility of the Association. As finish levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready". Such repair and subsequent cleaning shall be performed based on a reasonableness standard. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such Persons, firms or corporations of its choice, such duties as are approved by the Board of Directors.

The Association shall not be liable for injury or damage to Person or property caused by the elements or by the Owner of any Unit, or any other Person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, except for injuries or damages arising after the Owner of a Unit has put the Association on notice of a specific leak or flow from any portion of the Common Elements and the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter. The Association shall not be liable to the Owner of any Unit or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Paragraph where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Master Deed, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

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

Unless the Board of Directors determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided; then the Association may provide any such maintenance, repair, or

replacement at the Owner's sole cost and expense, and such costs shall be added to and become a part of the assessment to which such Owner is subject, shall become and be a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

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

(d) Measures Related to Insurance Coverage.

(i) The Board of Directors, upon resolution, shall have the authority to require all or any Owner(s) to do any act or perform any work involving portions of the Regime which are the maintenance responsibility of the Owner, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Regime, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to, requiring Owners to install and maintain smoke detectors, requiring Owners to certify that they have checked the batteries for their smoke detectors, requiring Owners to allow the Association to inspect the smoke detectors and replace batteries if needed on a schedule to be determined by the Board of Directors, requiring Owners to make improvements to the Owner's Unit, and such other measures as the Board may reasonably require so long as the cost of such work does not exceed Three Hundred Dollars (\$300) per Unit in any twelve (12) month period.

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

(e) Mold and/or Mildew. Mold and/or mildew can grow in any portion of the Regime that is exposed to elevated levels of moisture. The Association and each Owner agree to: (i) regularly inspect the parts of the Regime that they respectively maintain, and which are visible and accessible without having to first conduct invasive testing, for the existence of mold, mildew, and/or water intrusion (except when the water intrusion is part of the normal functioning of improvements and appliances such as showers, sinks, dishwashers, and other similar appliances and improvements) and/or damage; (ii) upon discovery, immediately repair in a good and workmanlike condition the source of any water intrusion in the parts of the Regime that they respectively maintain; (iii) remediate or replace any building material located in the parts of the Regime that they respectively maintain that has absorbed water or moisture as a result of water intrusion; and (iv) promptly and regularly remediate all mold and/or mildew discovered in the parts of the Regime that they respectively maintain in accordance with current industry-accepted methods. In addition, the Association agrees to notify the Owners, and each Owner agrees to notify the Association of the discovery of mold, mildew, and/or water intrusion and/or damage in the parts of the

Regime that they respectively maintain. Each Owner further agrees not to block or cover any of the heating, ventilation or air-conditioning ducts located in the Unit.

Notwithstanding anything to the contrary herein, Declarant shall have no obligation to perform any invasive testing or inspections, maintenance or repairs in accordance with this subparagraph 17(e), and shall not be held liable for any loss or damage caused by the failure of the Association or an Owner to perform their obligations herein.

18. MORTGAGEE'S RIGHTS.

(a) Unless at least two-thirds (2/3) of the first Mortgagees and Owners give their consent, the Association or the membership shall not:

- (i) by act or omission seek to abandon or terminate the Regime;
- (ii) change the pro rata interest or obligations of any individual Unit for the purpose of (A) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (B) determining the pro rata share of ownership of each Unit in the Common Elements;
- (iii) partition or subdivide any Unit in any manner inconsistent with the provisions of this Master Deed;
- (iv) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements (the granting of easements or licenses, as authorized herein, shall not be deemed a transfer within the meaning of this clause); or
- (v) use hazard insurance proceeds for losses to any portion of the Regime (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such portion of the Regime.

The provisions of this subparagraph shall not be construed to reduce the percentage vote that must be obtained from Mortgagees or Owners where a larger percentage vote is otherwise required by the Act or the Regime Instruments for any of the actions contained in this Paragraph.

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

(c) Upon written request to the Association, identifying the name and address of the holder and the Unit number or address, any Eligible Mortgage Holder will be entitled to timely written notice of:

- (i) any condemnation loss or any casualty loss which affects a material portion of the Regime or any Unit on which there is a first Mortgage held by such Eligible Mortgage Holder;

(ii) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Owner of any other obligation under the Regime Instruments which is not cured within sixty (60) days;

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

(iv) any proposed action that would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.

(d) Any holder of a first Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

(e) Notwithstanding anything to the contrary herein contained, the provisions of Paragraphs 15 and 16 governing leasing and sales of units, respectively, shall not apply to impair the right of any first Mortgagee to:

(i) foreclose or take title to a Unit pursuant to remedies contained in its Mortgage; or

(ii) take a deed or assignment in lieu of foreclosure; or

(iii) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee.

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

(g) Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of any mortgagee encumbering such Owner's Unit.

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

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

19. GENERAL PROVISIONS.

(a) **SECURITY.** THE ASSOCIATION OR DECLARANT MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS WHICH DIRECTLY OR INDIRECTLY IMPROVE SECURITY ON THE REGIME; HOWEVER, EACH OWNER, FOR HIM OR HERSELF AND HIS OR HER TENANTS, GUESTS, LICENSEES, AND

INVITEES, ACKNOWLEDGES AND AGREES THAT NEITHER THE ASSOCIATION NOR DECLARANT IS A PROVIDER OF SECURITY AND NEITHER PARTY SHALL HAVE A DUTY TO PROVIDE SECURITY ON THE REGIME. FURTHERMORE, THE ASSOCIATION DOES NOT GUARANTEE THAT NON-OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE REGIME AND COMMIT CRIMINAL ACTS ON THE REGIME NOR DOES THE ASSOCIATION GUARANTEE THAT CRIMINAL ACTS ON THE REGIME WILL NOT BE COMMITTED BY OTHER OWNERS OR OCCUPANTS. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER TO PROTECT HIS OR HER PERSON AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH OWNER. NEITHER DECLARANT NOR THE ASSOCIATION SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF MEASURES UNDERTAKEN.

(b) Dispute Resolution. Prior to filing a lawsuit against Declarant, the Association, the Board, or any officer, director, or property manager of the Association, an Owner or Occupant must request and attend a hearing with the Board of Directors. Any such request shall be in writing and shall be personally delivered to Declarant, any member of the Board of Directors or the property manager, if any, of the Association. The Owner or Occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board or Declarant and resolve the dispute in an amicable fashion, and shall give the Board or Declarant a reasonable opportunity to address the Owner or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board or Declarant shall give notice of the date, time and place of the hearing to the Person requesting the hearing. The Board or Declarant shall schedule this hearing for a date not less than seven (7) or more than twenty-one (21) days from the date of receipt of the request.

(c) Parking Spaces, Garages, and Vehicles. Neither Declarant nor the Association shall be held liable for any loss or damage arising from theft, vandalism, malicious mischief to any property placed or kept in any parking space or garage in the Regime. Each Owner or Occupant with use of a garage who places or keeps a vehicle and/or any personal property in the vehicle or garage does so at his or her own risk.

(d) Unit Keys. At the request of the Association, each Owner, by acceptance of a deed to a Unit, agrees to provide the Association with a key to the Unit (and the security alarm code, if any) to be used by the Association for maintenance, emergency, security or safety purposes as provided in subparagraph 9(a) of this Master Deed (and for pest control, if necessary, as provided in subparagraph 21(e) of this Master Deed). Neither Declarant nor the Association shall be liable for any loss or damage due to its holding such key, or use of such key for the purposes described above and each Owner shall indemnify and hold harmless Declarant, the Association and its officers and directors against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon Declarant, the Association or its officers or directors in connection with any action, suit, or other proceeding (including settlement of any such action, suit or proceeding) brought by the Owner or the Owner's family, tenants, guests, employees, invitees, or licensees against Declarant, the Association, its officers or directors arising out of or relating to its holding or use of such key for the purposes described above.

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

(f) Disclosures. Each Owner and Occupant acknowledge the following:

(i) The Regime is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved and/or widened in the future.

(ii) The natural light available to and views from an Owner's Unit may change over time due to, among other circumstances, additional development and the removal or addition of landscaping.

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

(iv) No representations are made regarding the schools that currently or may in the future serve the Unit.

(v) Since in every community, there are conditions that different people may find objectionable, it is acknowledged that there may be conditions outside of the Regime that an Owner or Occupant may find objectionable and that it shall be the sole responsibility of the Owners and Occupants to become acquainted with community conditions that could affect the Unit.

(vi) The Plans and the dimensions and square footage calculations shown thereon are only approximations. Any Owner who is concerned about any representations regarding the Plans should do his/her own investigation as to the dimensions, measurements and square footage of his/her Unit.

(vii) Declarant may be renovating and constructing portions of the Regime and engaging in other construction activities related to the construction of Common Elements. Such renovation and construction activities may, from time to time, produce certain conditions on the Regime, including, without limitation: (A) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (B) smoke; (C) noxious, toxic, or corrosive fumes or gases; (D) obnoxious odors; (E) dust, dirt or flying ash; (F) unusual fire or explosion hazards; (G) temporary interruption of utilities; and/or (H) other conditions that may threaten the security or safety of Persons on the Regime. Notwithstanding the foregoing, all Owners and Occupants agree that such conditions on the Regime resulting from renovation and construction activities shall not be deemed a nuisance and shall not cause Declarant and its agents to be deemed in violation of any provision of the Master Deed.

(viii) Exposed concrete surfaces in portions of the Regime which are not heated and cooled are subject to cracking due to (A) water penetration, (B) expansion and contraction of the concrete with temperature changes, and (C) building settlement.

(ix) Concrete surfaces in heated and cooled portions of the Regime are subject to cracking due to building settlement.

(x) Concrete and hardwood surfaces and other uncovered surfaces within a Unit may transmit noise, and such noise shall not constitute a use of the Unit that interferes with or causes disruption to the use and enjoyment of another Unit by its respective Owner and/or Occupant.

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

(xii) A Unit may trap humidity created by every day living (cooking, bathing, laundering etc.). As a result, condensation may appear on the interior portion of windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows and glass. If left unattended and not properly maintained by Owners and Occupants, the condensation may increase resulting in staining, damage to surrounding seals, caulk, paint, wood work and sheetrock, and potentially, mildew and/or mold (see subparagraph 17(e) hereof).

(xiii) Portions of the Regime may not be landscaped and maybe allowed to return to their natural state.

(xiv) Declarant shall not be responsible for responding to or taking any affirmative action on behalf of the Association or an individual member of the Association to mitigate, alleviate, remedy or cure any off-site conditions that may directly impact the Regime or any portion thereof, and such inaction by the Declarant shall not constitute a breach of fiduciary duty by the directors and officers of the Association that are appointed by the Declarant, pursuant to Article III, Part A, Section 2 of the Bylaws of the Association.

(xv) While the drainage system for surface water runoff on the Regime will be constructed in accordance with applicable governmental standards, the Regime may still be subject to erosion and/or flooding during unusually intense or prolonged periods of rain.

(xvi) Light may emit from improvements on adjacent properties.

(xvii) Ponding of water may occur on flat surfaces, including, but not limited to driveways, patios and balconies.

(xviii) The Regime is located adjacent to the Chamber of Commerce and a hotel. No representations are made as to the noise levels that may be generated by such uses, nor the hours of operation of such uses.

(xix) The Regime property is subject to that certain Restated and Amended Easement Agreement with the Broad Creek Public Service District recorded in the Land Records of Beaufort County, South Carolina relating to the operation of sewer and water service and imposing certain terms and conditions relating to the vegetation in the affected easement area. The Association and each Owner shall comply with the terms of said Agreement.

(g) Services During Declarant Control. Each Owner acknowledges that Declarant and its affiliates may provide services utilized by communities such as this Regime including, but not limited to, management services. Each Owner consents and agrees that the Association may enter into service contracts with Declarant and its affiliates.

(h) Right of Action. All Owners hereby acknowledge and agree that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Owners which is based on any alleged defect in any Unit or the Common Elements, or any damage allegedly sustained by any Owner by reason thereof, but rather, that all such actions shall be instituted by the Person(s) owning such Units or served by such Common Elements or allegedly sustaining such damage. Notwithstanding the above, once the Declarant Control Period has expired, the Association's Board of Directors may negotiate the resolution of any alleged defect(s) in the Common Elements and Area of Common Responsibility on

behalf of the Owners and shall have the right and authority to settle and release on behalf of any and all of the Owners claims, causes of action, damages and suits involving the same. Any such settlement and release shall bind all Owners and their successors and assigns. As set forth in Paragraph 22 hereof, no amendment to this Master Deed shall (i) modify, alter, or delete any provision of this Master Deed that benefits the Declarant or any rights, privileges, easements, protections, or defenses of the Declarant; or (ii) alter the rights of the Owners or the Association in relationship to the Declarant, without the written consent of the Declarant attached to and recorded with such amendment

(i) Master Declaration. Every Owner, by acceptance of a deed to a Unit, acknowledges that, in addition to being subject to and bound by the Regime Instruments, he or she is subject to the Master Declaration. In addition to all of the rights and obligations which have been conferred or imposed upon the Association pursuant to this Master Deed, the Bylaws, or the Articles of Incorporation, the Association shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon it pursuant to the Master Declaration. The Association and all committees of the Association shall also be subject to all superior rights and powers, which have been conferred pursuant to the Master Declaration. The Association shall take no action in derogation of the rights of or contrary to the interest of the Master Declaration. In the event of conflict between the provisions of the Master Declaration and this Master Deed, the Master Declaration shall control. Each Owner, by acceptance of a deed to a Unit, acknowledges and agrees that the Association shall be entitled to exercise the voting rights of such Unit, as provided in Section 6.2 of the Master Declaration.

20. EMINENT DOMAIN.

(a) General. Whenever all or any part of the Regime shall be taken by any authority having the power of condemnation or eminent domain, each Owner shall appoint the Association, as attorney-in-fact for the Owners, to represent such Owners in any related proceedings, negotiations, settlements, or agreements. The award made for such taking shall be payable to the Association, for the benefit of the Owners and Mortgagees, and shall be disbursed by the Association as hereinafter provided in this Paragraph 20.

(b) Common Elements. If any portion of the Common Elements on which improvements, excluding Units, shall have been constructed is taken by eminent domain, and if at least two-thirds (2/3) of the Total Association Vote consent to replace such Common Elements on the remaining portions of the Regime and according to plans therefore to be approved by the Association, then the Board of Directors shall arrange for such replacement and the Association shall disburse the award in the same manner as they are required to disburse insurance proceeds where damage or destruction to the Regime is to be repaired or reconstructed, in accordance with Paragraph 13 above. If the Association does not consent as provided above, the award shall be allocated by the Association to the Owners in proportion to their respective undivided interest in the Common Elements; provided, however, that the portion of the award attributable to the taking of any permanently assigned Limited Common Element shall be allocated to the Owner to which that Limited Common Element was so assigned at the time of the taking. If any Limited Common Element was permanently assigned to more than one Unit at the time of the taking, the portion of the award attributable to the taking thereof shall be allocated in equal shares to the Owners to which it was so assigned.

(c) Units. If all or any portion of a Unit is taken by eminent domain, the interest of all remaining Owners in the Common Elements shall be reallocated by taking as a basis the value of the individual Units in relation to the Regime as a whole, and such revised interests shall be reflected in an amendment to Exhibit "B" of this Master Deed. The Association shall disburse to the Owners affected by such condemnation, the share of the award attributable to each Unit (in accordance with such Unit's interest

in the Common Elements as set forth on Exhibit "B"), as well as each Unit's undivided interest in the Common Elements.

21. EASEMENTS.

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

(b) Support. Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with a non-exclusive easement of support for the benefit of such abutting Unit.

(c) Encroachments. The Units and Common Elements shall be subject to non-exclusive easements of encroachment to the extent that any Unit or Common Element encroaches on any other Unit or Common Element, whether by reason of any deviation from the Survey or Plans in the construction, renovation, restoration, or repair of any improvement or by reason of the settling or shifting of any land or improvement.

(d) Utilities. To the extent that the sprinkler system or any utility line, pipe, wire, or conduit serving any Unit, Units or the Common Elements shall lie wholly or partially within the boundaries of another Unit or the Common Elements, such other Unit, Units, or the Common Elements shall be burdened with a non-exclusive easement for the use, maintenance, repair and replacement of such sprinkler system, utility line, pipe, wire or conduit, such non-exclusive easement to be in favor of the Unit, Units, or Common Elements served by the same and the Association. It shall be the obligation of the benefited Owner to maintain, replace and repair any pipe, line, conduit, duct or wire owned by such Owner, even if such pipe, line conduit, duct or wire is located within the boundaries of a Unit of another Owner. In such circumstance, the benefited Owner shall repair all incidental damage to any Unit resulting from performance of any such work. All Owners hereby covenant and agree that as finish levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready". Components that may require repair or replacement, such as tile and trim, will be reinstalled only to the extent of readily available materials or similar materials (trim and such will also be finished to "paint-ready"). Due to the uncontrollability of quality of repair, items such as faux paint treatment, wallpaper, ceiling/wall appliqué, and any other similar types of finishes, will not be the responsibility of the benefited Owner.

(e) Pest Control. The Association may but shall not be obligated to dispense chemicals for the extermination of insects and pests within the Units and Common Elements. In the event the Association chooses to provide such pest control, the Association and its duly authorized contractors, representatives, and agents shall have an easement to enter Units for the purpose of dispensing chemicals for the exterminating of insects and pests within the Units and Common Elements. Owners shall either provide a key to the Unit for purpose of such entry or have someone available at such times as are designated by the

Board of Directors to allow entry into the Unit for this purpose. The Association shall not be liable for any illness, damage, or injury caused by the dispensing of these chemicals for this purpose.

(f) Community Bulletin Board. As part of the General Common Elements maintained by the Association, Declarant and/or the Board shall have the right, but not the obligation, to erect on the Regime a bulletin board primarily for the use of Owners in advertising their Units for sale. For so long as the Association desires to maintain this bulletin board, each Owner and his licensed real estate broker and agent may use the Regime for access, ingress and egress to and from this bulletin board; provided, however, the use of the bulletin board shall be subject to such reasonable nondiscriminatory rules and regulations as may be adopted or promulgated by the Board regulating the size and duration of such advertisements. Declarant or Board may terminate use of this bulletin board entirely at any time, and no property rights of any kind are created hereby.

(g) Declarant Easements. For so long as Declarant owns any Unit primarily for the purpose of sale, Declarant and its duly authorized contractors, subcontractors, representatives, agents, associates, employees, tenants and successors and assigns shall have: (i) a non-exclusive easement for access and ingress to, egress from and use of the General Common Elements for the placement and maintenance of signs, banners, balloons, decorations marketing materials and tables, a sales office, a leasing office, a business office, promotional facilities and model Units on any portion of the Regime, together with such other facilities as in the opinion of Declarant may be reasonably required, convenient or incidental to the completion, renovation, improvement, development, sale or lease of any Unit; (ii) a non-exclusive easement to use the General Common Elements for special events and promotional activities; and (iii) a transferable, non-exclusive easement on, over, through, under and across the General Common Elements and Limited Common Elements for the purpose of making improvements on the Regime or any portion thereof, for the purpose of constructing, installing, replacing, repairing, restoring and maintaining all utilities, buildings, driveways, landscaping and any other improvements on the Regime property or serving the Regime, and for the purpose of doing all things reasonably necessary and proper in connection therewith.

(h) Easements in Favor of Additional Property Owner. There is reserved to Declarant and its successors and assigns, including any purchaser of the Additional Property, a non-exclusive easement upon, across, above and under all property within the Regime (including the Common Elements) for purposes of developing the Additional Property. In accordance therewith and until such time as Declarant or its successors record an amendment to this Master Deed effecting the submission of the Additional Property, then it shall be expressly permissible for Declarant and its successors and assigns to maintain and carry on, upon such portion of the Regime as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient or incidental to Declarant's development, construction and sales activities related to developing the Additional Property including, but without limitation, the following:

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

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

(iii) the right to carry on sales and promotional activities in the community and the right to construct and operate business offices, signs, construction trailers, residences, model Units, and

sales offices. Declarant may use residences, offices or other Units owned or used by Declarant as model Units and sales offices.

Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at his or her sole expense. This Paragraph shall not be amended without Declarant or Declarant's successor and assign's express written consent for so long as the Additional Property has not been submitted to the Regime.

22. AMENDMENTS.

Except where a higher vote is required for action under any other provision of this Master Deed or by the Act, in which case such higher vote shall be necessary to amend such provision, this Master Deed may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding two-thirds (2/3) of the Total Association Vote. Moreover, no amendment to this Master Deed shall modify, alter, or delete any: (a) provision of this Master Deed that benefits Declarant; (b) rights, privileges, easements, protections, or defenses of Declarant; or (c) rights of the Owners or the Association in relationship to Declarant, without the written consent of Declarant attached to and recorded with such amendment, until the later of the following: (i) the date upon which Declarant no longer owns any Unit; (ii) the date upon which the Declarant Control Period expires; or (iii) ten (10) years after the date on which this Master Deed is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, whichever period of time is longer.

Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the president and secretary of the Association and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.

In addition to the above, material amendments to this Master Deed must be approved by Eligible Mortgage Holders who represent at least fifty-one percent (51%) of the votes of Units that are subject to Mortgages held by Eligible Mortgage Holders. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested.

Notwithstanding the foregoing, Declarant or the Board of Directors, without the necessity of a vote from the Owners, may amend this Master Deed to correct any scrivener's errors, comply with any applicable state, city or federal law, and/or to bring the Regime into compliance with applicable rules and regulations of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA") pursuant to federal law.

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

23. SEVERABILITY.

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

24. DECLARANT RIGHTS.

Notwithstanding anything to the contrary herein, and in addition to Declarant's right to appoint and remove officers and directors under Article III, Part A, Section 2 of the Bylaws and other rights set forth herein, Declarant shall have the right, as long as Declarant owns at least one (1) Unit, to conduct such sales, marketing, leasing, administrative and other activities at the Regime as Declarant deems appropriate for the sale, marketing or leasing of any Unit and Declarant shall have a non-exclusive easement right across the General Common Elements to erect signs, banners, balloons and other decorations and to conduct such other sales, marketing and leasing activities as provided herein. The expiration of the Declarant Control Period shall not terminate or alter the status of the above-referenced entity and its respective successors and assigns as Declarant hereunder or divest Declarant of other rights specifically reserved to Declarant herein.

25. EXPANSION OF THE REGIME.

(a) Declarant reserves the option to expand the Regime by adding to the Regime all or any part of the Additional Property in four (4) additional phases. A description of each of the phases is set forth in Exhibit "E" attached hereto and incorporated herein.

(b) The maximum number of Units in each phase is as follows:

- (i) Phase II: five (5) Units.
- (ii) Phase III: eight (8) Units.
- (iii) Phase IV: five (5) Units.
- (iv) Phase V: no Units.

(c) The option to expand the Regime shall expire eighteen (18) months from the date of recording of this Master Deed.

(d) The addition of a swimming pool and related facilities in Phase V of the Additional Property might substantially increase the proportionate amount of the Common Expenses. The proposed use of the swimming pool and related facilities is that of a community swimming pool available for use by the Owners and their guests subject to such rules and regulations as may be adopted by the Board.

(e) Upon the expansion of the Regime to include any portion of the Additional Property, the undivided interests in the Common Elements allocated among the Units shall be reallocated among the Units as shown in the chart attached hereto as Exhibit "F" showing the percentage of undivided interest in the Common Elements appurtenant to each Unit in the event each phase of the Additional Property is added to the Regime.

(f) Any expansion under this Paragraph shall be effected by Declarant unilaterally executing and recording the amendments to this Master Deed as contemplated by this Paragraph, at Declarant's sole expense. The Units thereby created and added shall be owned by Declarant, but the Common Elements shall be owned by all of the Owners.

(g) Declarant shall have the right to assign Limited Common Elements on the Additional Property, which may include Limited Common Elements different from those assigned in this Declaration and there shall be no limitations on the right to assign Limited Common Elements on the Additional Property. In addition, in the event that the Additional Property is added to the Regime, Declarant shall have the right, but not the obligation, to assign portions of the existing Common Elements as Limited Common Elements to some or all of the Units existing as of the date of recording of this Master Deed.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant has executed this Master Deed under seal this 14th day of September, 2006.

DECLARANT:

SHELTER COVE PARTNERS, LLC,
a South Carolina limited liability company

By: _____ (SEAL)

Name: Howard A. Zuckerman

Title: Mg. Member

Signed, sealed, and delivered
this 14th day of September, 2006
in the presence of:

[Signature]
Witness #1

[Signature]
Witness #2

STATE OF GEORGIA)

)

COUNTY OF Henry)

ACKNOWLEDGEMENT

I, a Notary Public in and for the County and State aforesaid, certify that Howard A. Zuckerman of Shelter Cove Partners, LLC, personally appeared before me this day and acknowledged the execution of the foregoing Master Deed on behalf of Shelter Cove Partners, LLC.

WITNESS my hand and official stamp or seal this 14th day of September, 2006.

[Signature]
NOTARY PUBLIC for Georgia
My commission Expires: _____

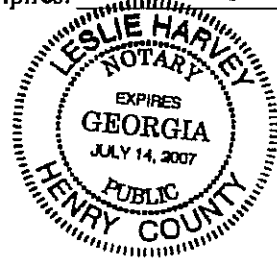


EXHIBIT "A"

Description of Submitted Property

Commencing at a point at the north western right-of-way intersection of Chamber of Commerce Drive and Shelter Cove Lane traveling west along the southern right-of-way of Shelter Cove Lane the following courses:

Beginning at a point, said point being the POINT OF BEGINNING: thence S70°42'14"E, a distance of 20.67 feet, to the point of curve of a non tangent curve to the right, traveling S17°51'11"E, a chord distance of 82.80 feet with an arc length of 82.93 feet, having a radius of 430.67 feet to a point; thence S12°20'14"E, a distance of 155.00 feet to the point of a non tangent curve to the left, traveling S24°54'31"E, a chord distance of 52.35 feet with an arc length of 52.77 feet, having a radius of 120.39 feet to a point; thence S47°37'21"W, a distance of 123.13 feet to a point; thence N47°14'55"W, a distance of 88.31 feet to a point; thence N32°39'47"W, a distance of 53.25 feet to a point; thence N57°32'04"E, a distance of 24.55 feet to a point, thence along a curve to the left, traveling N40°10'04"E, a chord distance of 20.30 feet with an arc length of 20.61 feet, having a radius of 34.00 feet to a point; thence continue along said curve to the left, traveling N05°26'03"E, a chord distance of 20.30 feet with an arc length of 20.61 feet to a point; thence N11°55'58"W, a distance of 54.16 feet to a point, thence along a curve to the left, traveling N25°44'42"W, a chord distance of 44.64 feet with an arc length of 45.08 feet, having a radius of 93.50 feet to a point; thence N39°33'26"W, a distance of 9.06 feet to a point; thence N59°25'01"W, a distance of 15.98 feet to a point; thence N40°50'26"W, a distance of 41.26 feet to a point; thence N59°09'21"E, a distance of 118.41 feet to a point, thence along a curve to the right, traveling N60°37'03"E, a chord distance of 27.76 feet with an arc length of 27.76 feet, having a radius of 544.12 feet which is the said POINT OF BEGINNING.

Containing 0.99 acres, more or less.

ALSO, a general use easement for those amenities, byways, lanes, paths, walkways, bike trails and other rights-of-way on those certain properties within Palmetto Dunes Resort, now or hereafter in existence, as they now exist or may hereafter be modified by Greenwood Development Corporation, or its successors and assigns, and which are intended for the general use of all property owners and their proper guests and invitees, which said use shall be upon the terms and conditions as may be established from time to time by Greenwood Development Corporation, its successors and assigns for all such property owners it being understood that certain areas are and shall be restricted as to access, said restrictions reserved as defined in the underlying covenants of record. The within granted easements are hereby intended to be easements appurtenant to the above described property and Additional Property, for the use, benefit and to be incident to the ownership of the above described property and Additional Property, as applicable, and any portions thereof, or any residential unit located therein or thereon now or at any time in the future.

EXHIBIT "B"

PHASE I

**Undivided Percentage Interest in the Common Elements
and Liabilities for Common Expenses**

Unit Number	Address	Building	Value of Unit*	Ownership Percentage
1	50 Tradewinds Trace # 1	E	\$585,000	1/10
2	50 Tradewinds Trace # 2	E	\$585,000	1/10
3	50 Tradewinds Trace # 3	E	\$585,000	1/10
4	50 Tradewinds Trace # 4	E	\$585,000	1/10
5	50 Tradewinds Trace # 5	E	\$585,000	1/10
6	50 Tradewinds Trace # 6	E	\$585,000	1/10
7	40 Tradewinds Trace # 1	D	\$585,000	1/10
8	40 Tradewinds Trace # 2	D	\$585,000	1/10
9	40 Tradewinds Trace # 3	D	\$585,000	1/10
10	40 Tradewinds Trace # 4	D	\$585,000	1/10
TOTAL			\$5,850,000.00	100%

***THESE VALUATIONS ARE FOR PURPOSES OF THE SOUTH CAROLINA HORIZONTAL PROPERTY ACT, AND ARE NOT A GUARANTEE OF THE VALUE OF YOUR UNIT NOR AN INDICATION AS TO THE SALES PRICE OF THE UNIT.**

EXHIBIT "C"

SURVEY

PLAT BOOK 116 PAGE 166

EXHIBIT "D"

Plans

image_428004_9.DOC
11893-003

WS Carson Architectural Group Limited

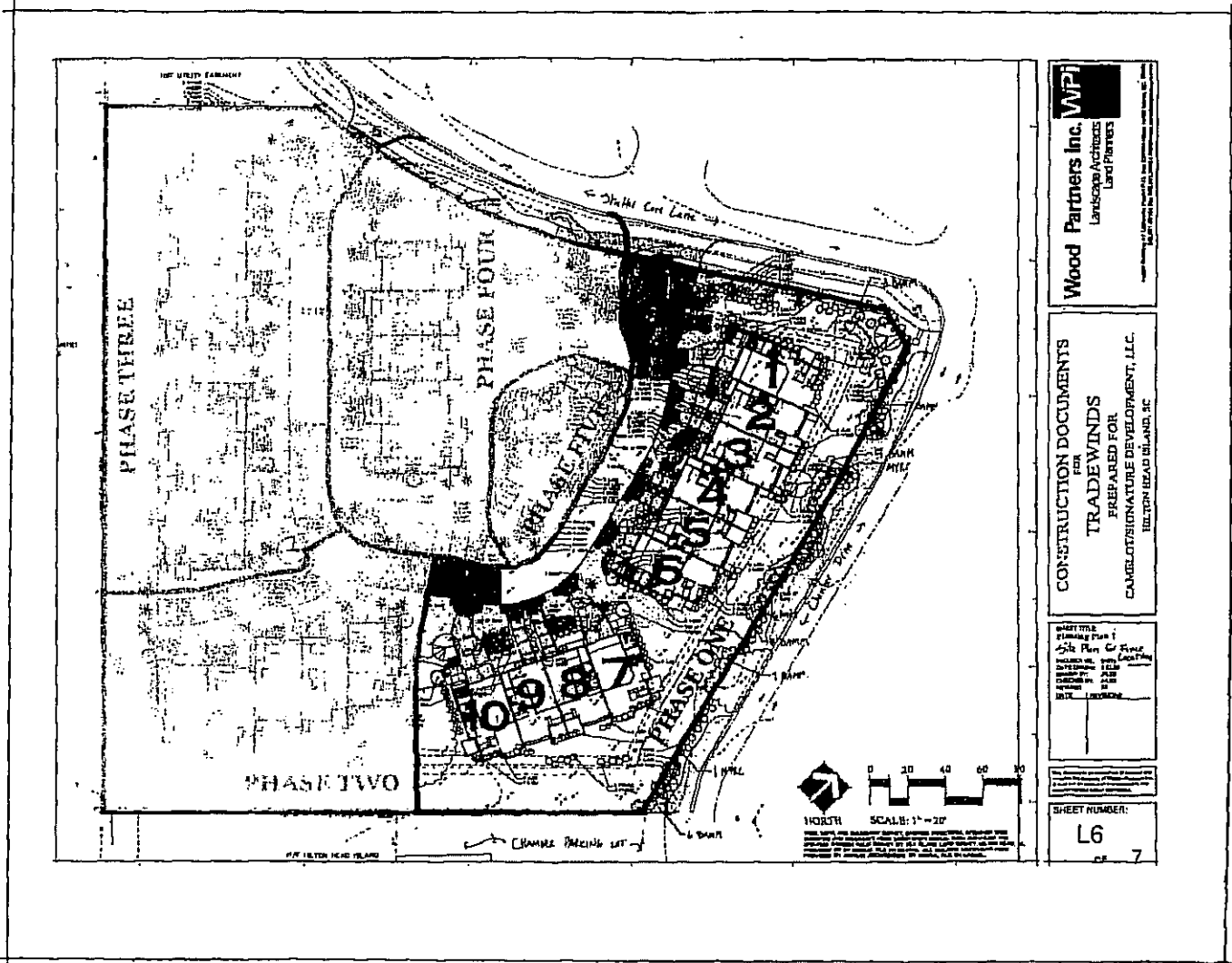
PO Box 21751

Hilton Head Island, SC 29925

Tel: 843.815.8123

Fax: 843.815.8124

TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



Wood Partners Inc. WPI
 Landscape Architects
 Land Partners

CONSTRUCTION DOCUMENTS
 FOR
TRADEWINDS
 PREPARED FOR
 CAMELOT/SIGNATURE DEVELOPMENT, LLC.
 HILTON HEAD ISLAND, SC

DATE: 10/11/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: 1" = 20'

SHEET NUMBER:
L6
 OF 7

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

THE UNDERSIGNED, A REGISTERED ARCHITECT, HAS VISITED THE SITE KNOWN AS TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME, AND VIEWED THE PROPERTY AND TO THE BEST OF HIS KNOWLEDGE, INFORMATION, AND BELIEF HEREBY CERTIFY THAT THESE PLANS COMPLY WITH THE PROVISIONS OF SECTION 27-31-110 OF THE SOUTH HORIZONTAL PROPERTY ACT.

[Signature]
 WS CARSON, AIA, NCARB



WS Carson Architectural Group Limited

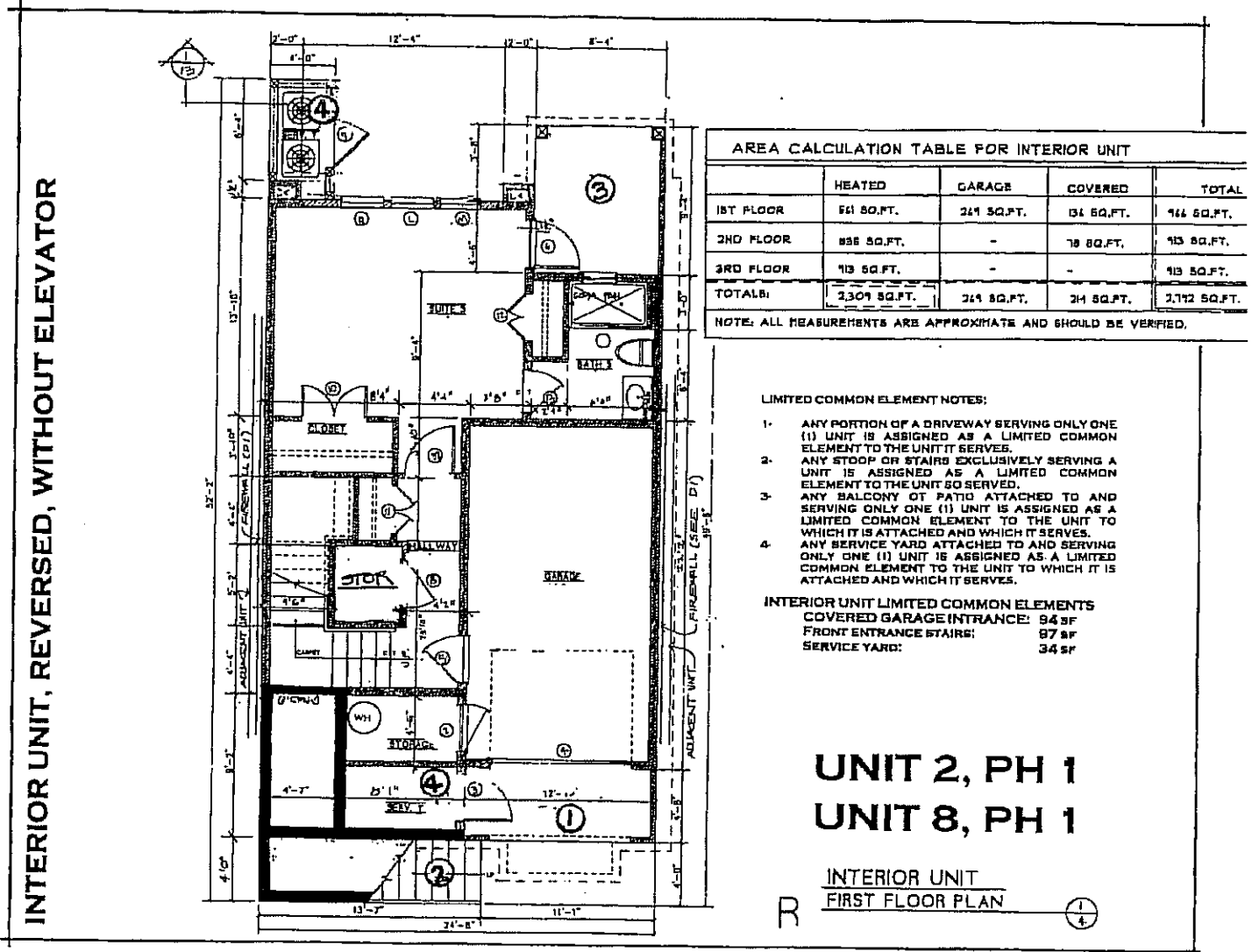
PO Box 21751

Hilton Head Island, SC 29925

Tel: 843.813.8123

Fax: 843.813.8124

TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



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WS Carson
 WS CARSON, AIA, NCARB



WS Carson Architectural Group Limited

PO Box 21751

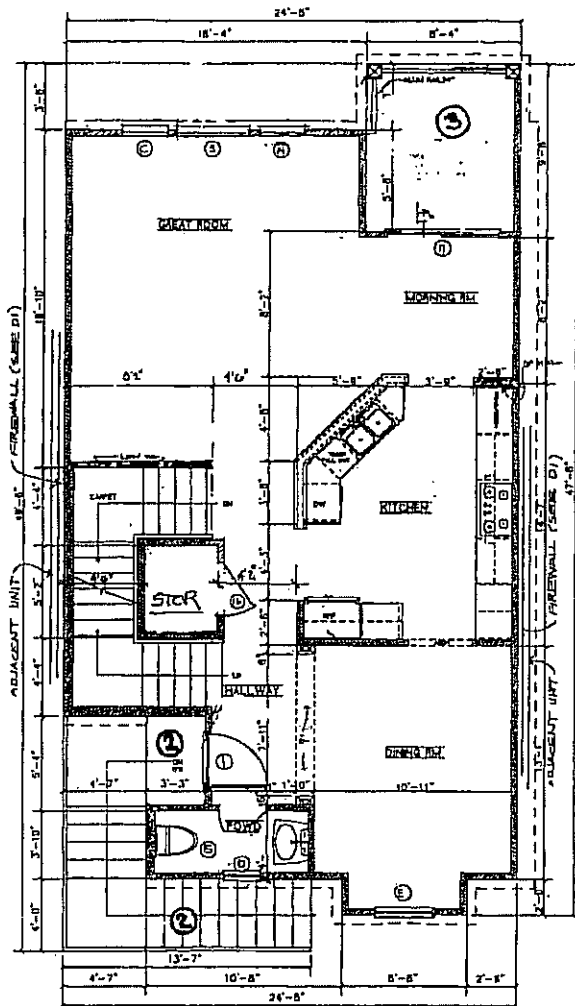
Hilton Head Island, SC 29925

Tel: 843.815.8123

Fax: 843. 15.8124

TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME

INTERIOR UNIT, REVERSED, WITHOUT ELEVATOR



	HEATED	GARAGE	COVERED	TOTAL
1ST FLOOR	541 SQ.FT.	249 SQ.FT.	134 SQ.FT.	924 SQ.FT.
2ND FLOOR	836 SQ.FT.	-	78 SQ.FT.	913 SQ.FT.
3RD FLOOR	913 SQ.FT.	-	-	913 SQ.FT.
TOTALS:	2,301 SQ.FT.	249 SQ.FT.	214 SQ.FT.	2,772 SQ.FT.

NOTE: ALL MEASUREMENTS ARE APPROXIMATE AND SHOULD BE VERIFIED.

- LIMITED COMMON ELEMENT NOTES:**
1. ANY PORTION OF A DRIVEWAY SERVING ONLY ONE (1) UNIT IS ASSIGNED AS A LIMITED COMMON ELEMENT TO THE UNIT IT SERVES.
 2. ANY STOOP OR STAIRS EXCLUSIVELY SERVING A UNIT IS ASSIGNED AS A LIMITED COMMON ELEMENT TO THE UNIT SO SERVED.
 3. ANY BALCONY OR PATIO ATTACHED TO AND SERVING ONLY ONE (1) UNIT IS ASSIGNED AS A LIMITED COMMON ELEMENT TO THE UNIT TO WHICH IT IS ATTACHED AND WHICH IT SERVES.
 4. ANY SERVICE YARD ATTACHED TO AND SERVING ONLY ONE (1) UNIT IS ASSIGNED AS A LIMITED COMMON ELEMENT TO THE UNIT TO WHICH IT IS ATTACHED AND WHICH IT SERVES.
- INTERIOR UNIT LIMITED COMMON ELEMENTS**
- COVERED GARAGE INTRANCE: 94 SF
 - FRONT ENTRANCE STAIRS: 87 SF
 - SERVICE YARD: 34 SF

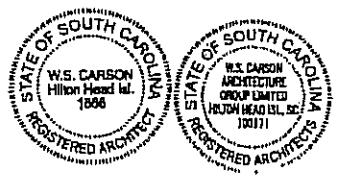
UNIT 2, PH 1
UNIT 8, PH 1

R INTERIOR UNIT
SECOND FLOOR PLAN (2/4)

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

THE UNDERSIGNED, A REGISTERED ARCHITECT, HAS VISITED THE SITE KNOWN AS TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME, AND VIEWED THE PROPERTY AND TO THE BEST OF HIS KNOWLEDGE, INFORMATION, AND BELIEF HEREBY CERTIFY THAT THESE PLANS COMPLY WITH THE PROVISIONS OF SECTION 27-31-110 OF THE SOUTH HORIZONTAL PROPERTY ACT.

WS CARSON, AIA, NCARB



WS Carson Architectural Group Limited

PO Box 21751

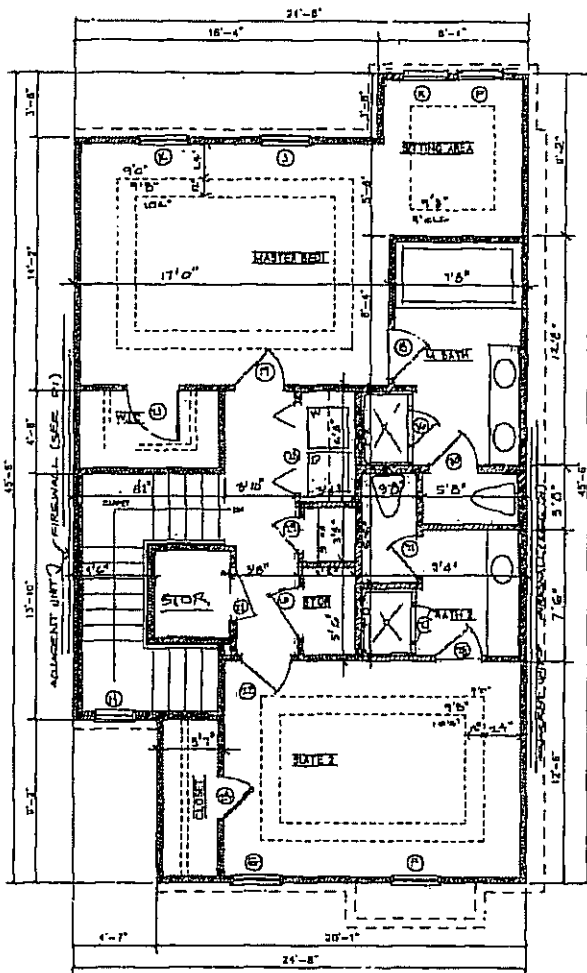
Hilton Head Island, SC 29925

Tel: 843.815.8123

Fax: 843.815.8124

TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME

INTERIOR UNIT, REVERSED, WITHOUT ELEVATOR



AREA CALCULATION TABLE FOR INTERIOR UNIT				
	HEATED	GARAGE	COVERED	TOTAL
1ST FLOOR	641 SQ.FT.	261 SQ.FT.	134 SQ.FT.	1036 SQ.FT.
2ND FLOOR	638 SQ.FT.	-	18 SQ.FT.	1133 SQ.FT.
3RD FLOOR	113 SQ.FT.	-	-	113 SQ.FT.
TOTALS:	2392 SQ.FT.	261 SQ.FT.	244 SQ.FT.	2712 SQ.FT.

NOTE: ALL MEASUREMENTS ARE APPROXIMATE AND SHOULD BE VERIFIED.

UNIT 2, PH 1
UNIT 8, PH 1

R INTERIOR UNIT
THIRD FLOOR PLAN 

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

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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



UNIT 2, PH 1
UNIT 8, PH 1

R

INTERIOR UNIT
FRONT ELEVATION



INTERIOR UNIT, REVERSED, WITHOUT ELEVATOR

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WS Carson

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Fax: 843.815.8124

TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



R INTERIOR UNIT
REAR ELEVATION

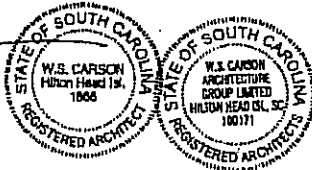
UNIT 2, PH 1
UNIT 8, PH 1

INTERIOR UNIT, REVERSED, WITHOUT ELEVATOR

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WS CARSON, AIA, NCARB



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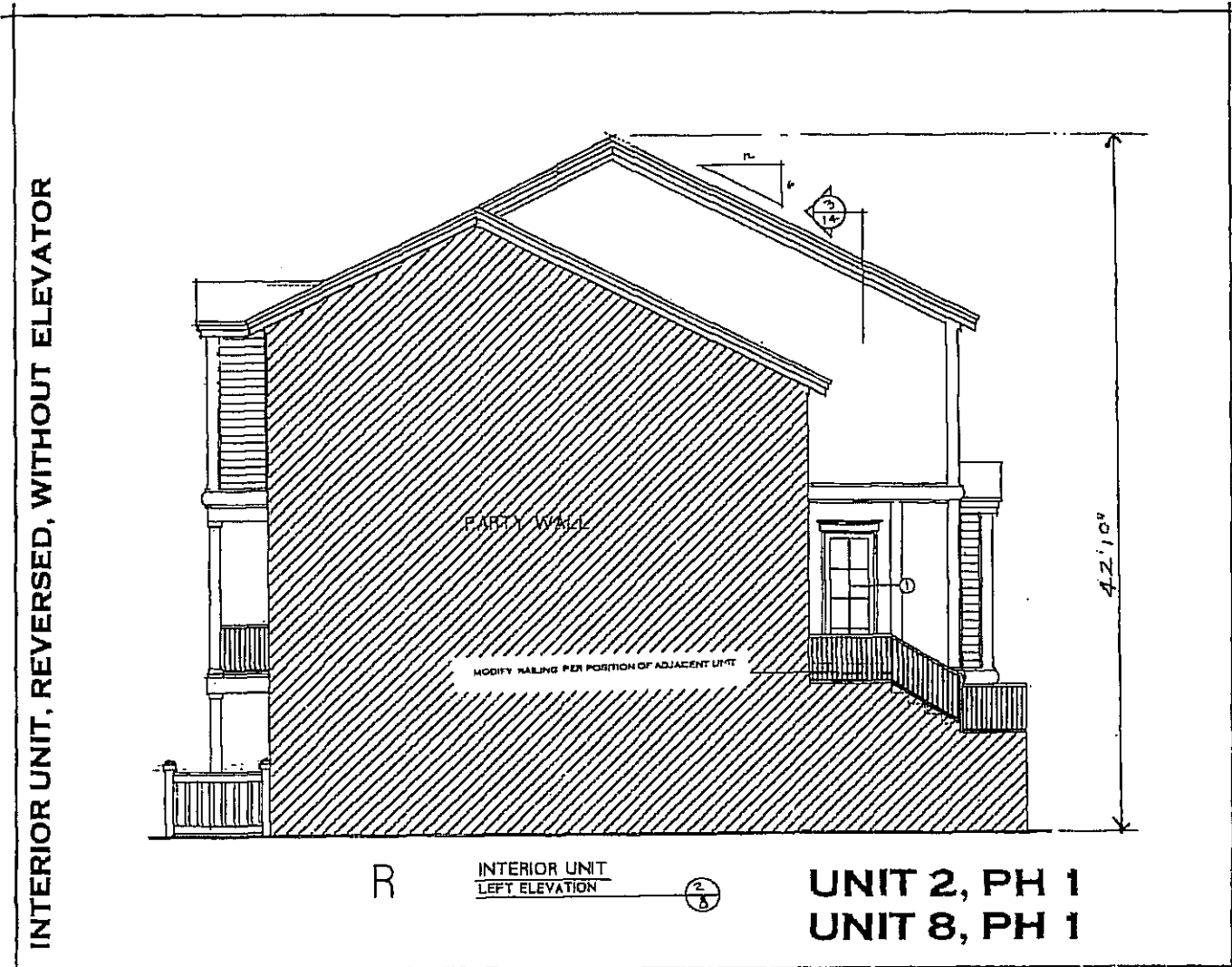
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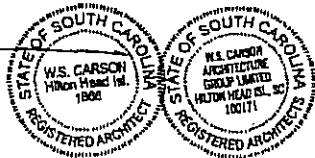
TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



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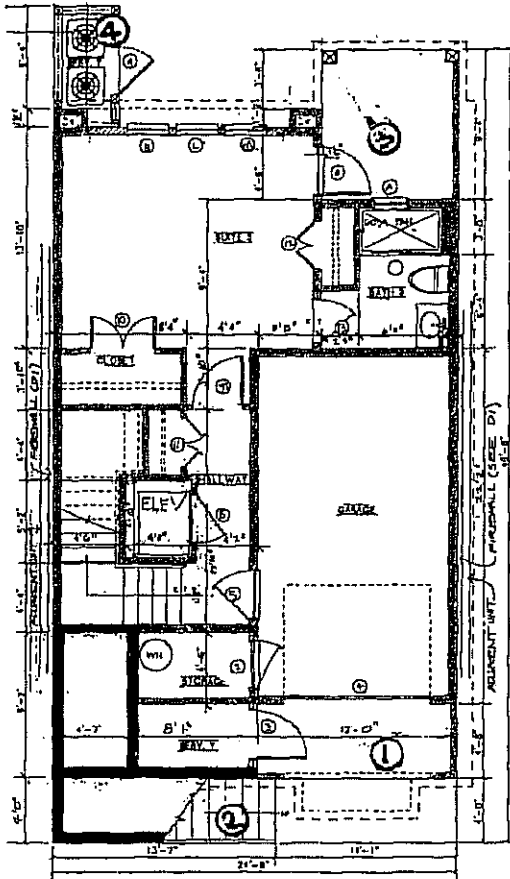
PO Box 21751

Hilton Head Island, SC 29925

Tel: 843.815.8123

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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



R INTERIOR UNIT
FIRST FLOOR PLAN

AREA CALCULATION TABLE FOR INTERIOR UNIT				
	HEATED	GARAGE	COVERED	TOTAL
1ST FLOOR	941 SQ.FT.	219 SQ.FT.	134 SQ.FT.	144 SQ.FT.
2ND FLOOR	833 SQ.FT.	-	78 SQ.FT.	915 SQ.FT.
3RD FLOOR	113 SQ.FT.	-	-	113 SQ.FT.
TOTALS:	2309 SQ.FT.	219 SQ.FT.	214 SQ.FT.	2742 SQ.FT.

NOTE: ALL MEASUREMENTS ARE APPROXIMATE AND SHOULD BE VERIFIED.

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4. ANY SERVICE YARD ATTACHED TO AND SERVING ONLY ONE (1) UNIT IS ASSIGNED AS A LIMITED COMMON ELEMENT TO THE UNIT TO WHICH IT IS ATTACHED AND WHICH IT SERVES.

INTERIOR UNIT LIMITED COMMON ELEMENTS

COVERED GARAGE INTRANCE: 94 SF
FRONT ENTRANCE STAIRS: 97 SF
SERVICE YARD: 34 SF

UNIT 4, PH 1

INTERIOR UNIT, REVERSED, WITH ELEVATOR

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WS CARSON, AIA, NCARB



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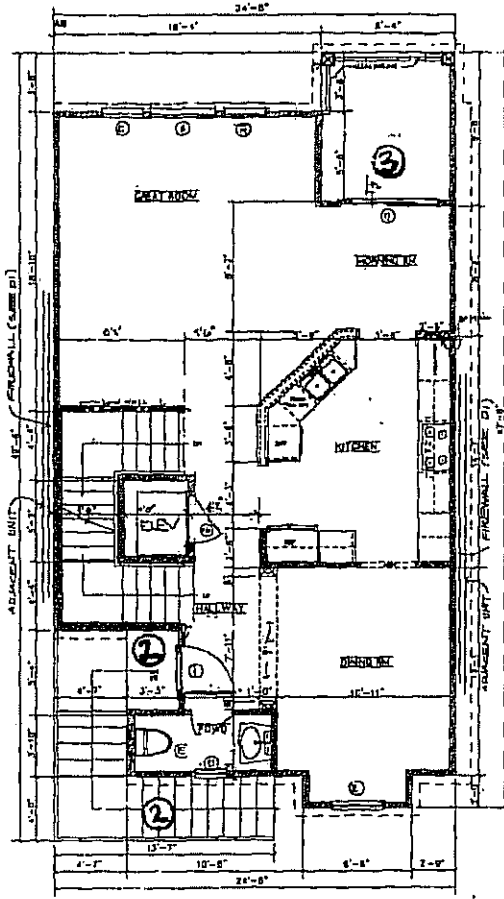
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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



R INTERIOR UNIT
SECOND FLOOR PLAN

AREA CALCULATION TABLE FOR INTERIOR UNIT				
	HEATED	GARAGE	COVERED	TOTAL
1ST FLOOR	541 SQ.FT.	211 SQ.FT.	134 SQ.FT.	886 SQ.FT.
2ND FLOOR	836 SQ.FT.	-	78 SQ.FT.	914 SQ.FT.
3RD FLOOR	413 SQ.FT.	-	-	413 SQ.FT.
TOTALS:	2,301 SQ.FT.	211 SQ.FT.	314 SQ.FT.	2,826 SQ.FT.

NOTE: ALL MEASUREMENTS ARE APPROXIMATE AND SHOULD BE VERIFIED.

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INTERIOR UNIT LIMITED COMMON ELEMENTS

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FRONT ENTRANCE STAIRS: 87 SF
SERVICE YARD: 34 SF

UNIT 4, PH 1

INTERIOR UNIT, REVERSED, WITH ELEVATOR

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THE UNDERSIGNED, A REGISTERED ARCHITECT, HAS VISITED THE SITE KNOWN AS TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME, AND VIEWED THE PROPERTY AND TO THE BEST OF HIS KNOWLEDGE, INFORMATION, AND BELIEF HEREBY CERTIFY THAT THESE PLANS COMPLY WITH THE PROVISIONS OF SECTION 27-31-110 OF THE SOUTH HORIZONTAL PROPERTY ACT.

WS CARSON, AIA, NCARB



WS Carson Architectural Group Limited

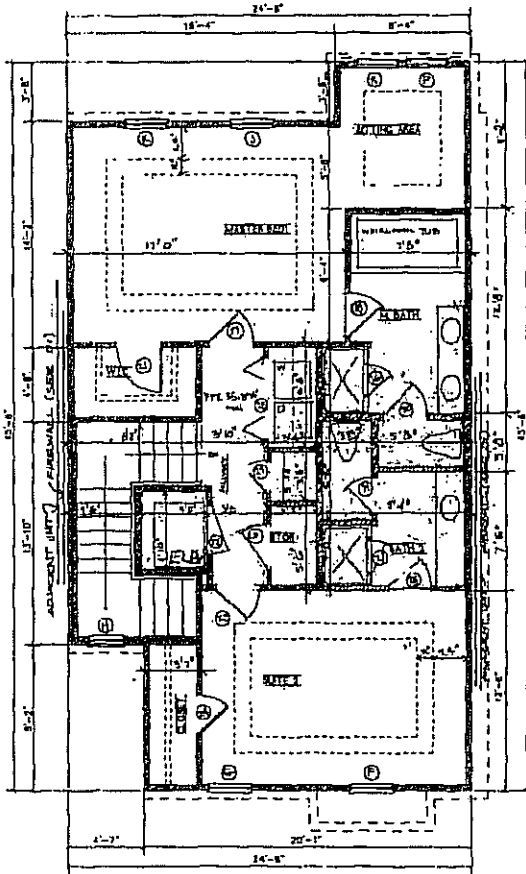
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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



AREA CALCULATION TABLE FOR INTERIOR UNIT				
	HEATED	GARAGE	COVERED	TOTAL
1ST FLOOR	561 SQ.FT.	219 SQ.FT.	131 SQ.FT.	911 SQ.FT.
2ND FLOOR	838 SQ.FT.	-	78 SQ.FT.	916 SQ.FT.
3RD FLOOR	913 SQ.FT.	-	-	913 SQ.FT.
TOTALS:	2,301 SQ.FT.	219 SQ.FT.	211 SQ.FT.	2,731 SQ.FT.

NOTE: ALL MEASUREMENTS ARE APPROXIMATE AND SHOULD BE VERIFIED.

UNIT 4, PH 1

R INTERIOR UNIT
THIRD FLOOR PLAN

END UNIT, REVERSED, WITH ELEVATOR

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

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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



R

INTERIOR UNIT
FRONT ELEVATION



UNIT 4, PH 1

INTERIOR UNIT, REVERSED, WITH ELEVATOR

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

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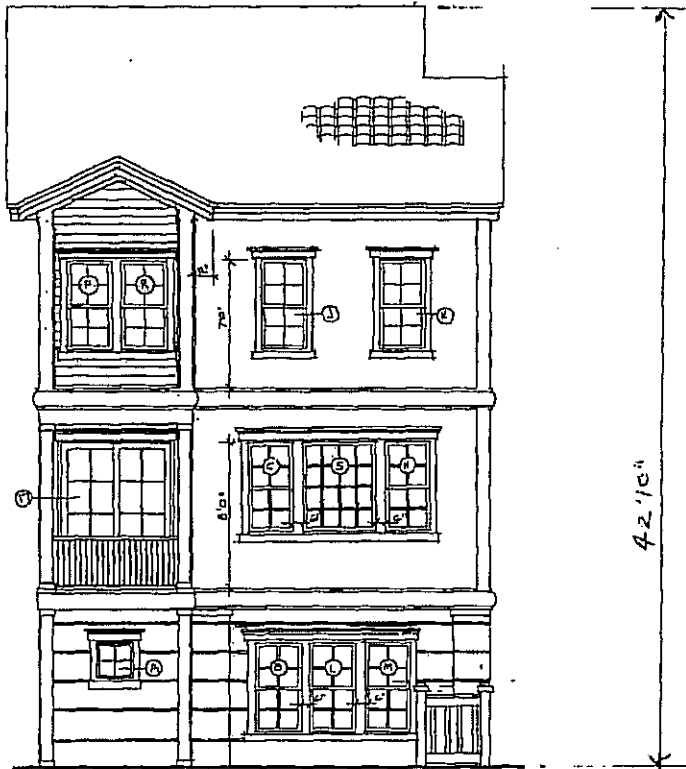
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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



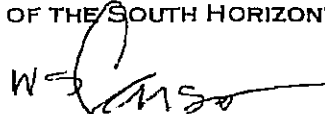
R INTERIOR UNIT
REAR ELEVATION

UNIT 4, PH 1

INTERIOR UNIT, REVERSED, WITH ELEVATOR

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

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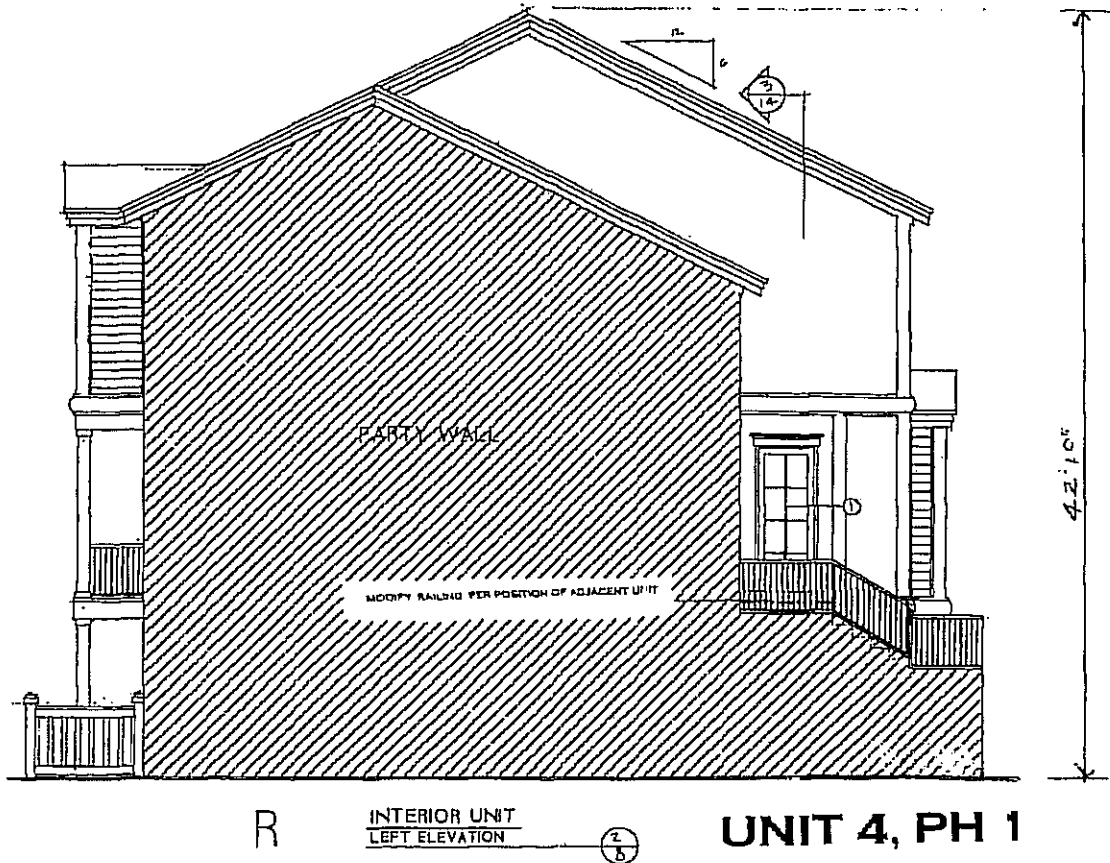
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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



INTERIOR UNIT, REVERSED, WITH ELEVATOR

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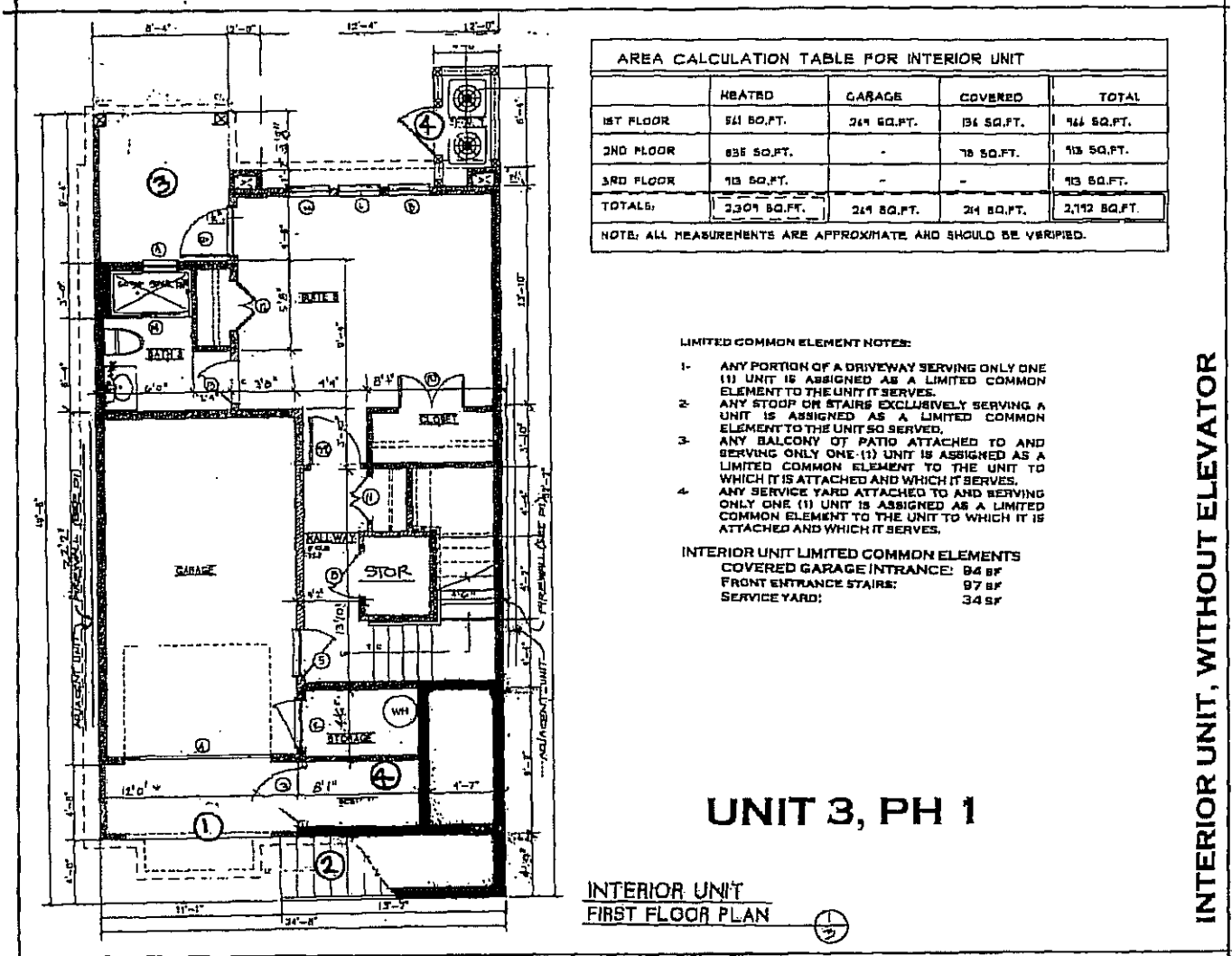
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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



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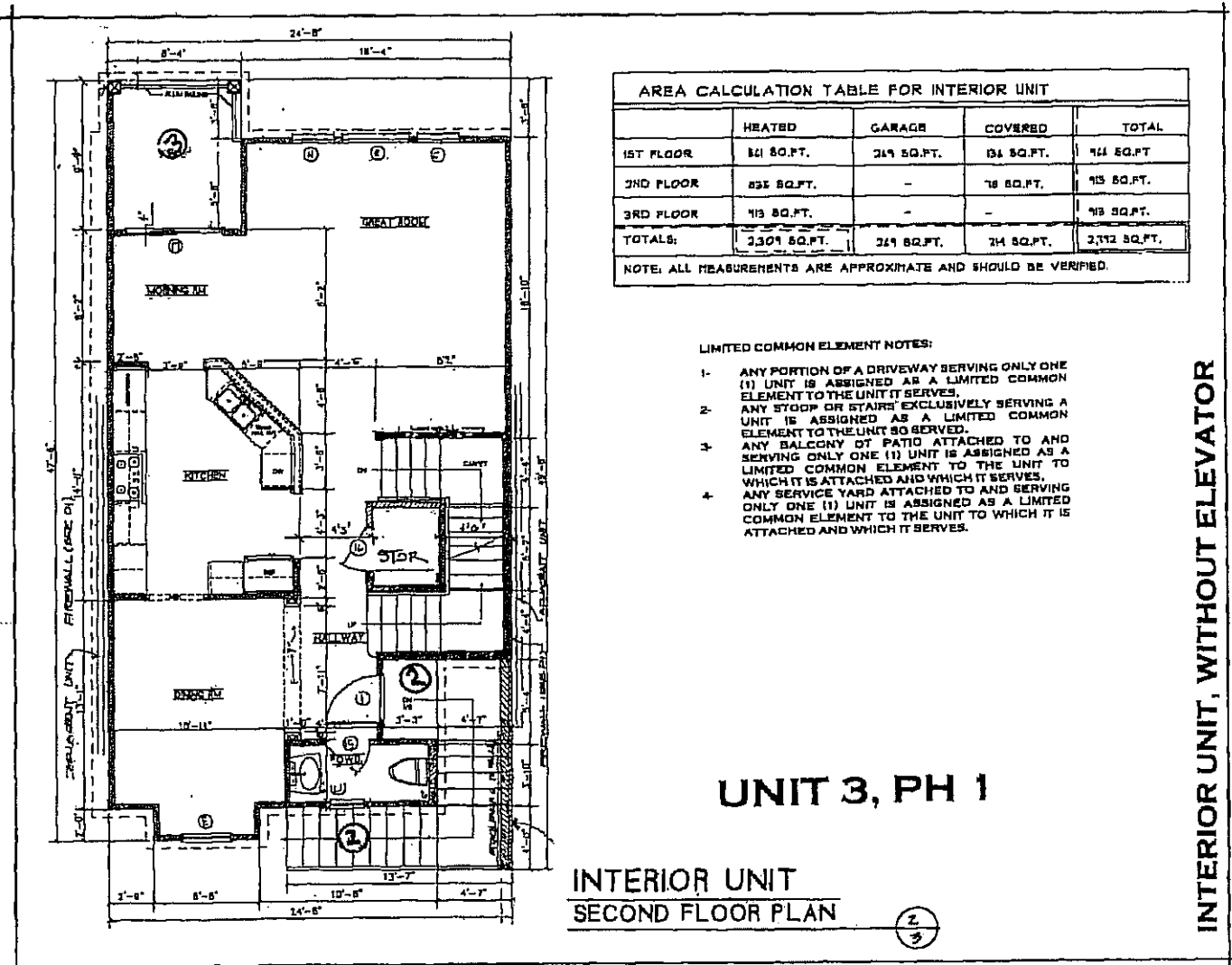
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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



AREA CALCULATION TABLE FOR INTERIOR UNIT				
	HEATED	GARAGE	COVERED	TOTAL
1ST FLOOR	841 SQ.FT.	219 SQ.FT.	134 SQ.FT.	1194 SQ.FT.
2ND FLOOR	854 SQ.FT.	-	78 SQ.FT.	932 SQ.FT.
3RD FLOOR	913 SQ.FT.	-	-	913 SQ.FT.
TOTALS:	2,608 SQ.FT.	219 SQ.FT.	214 SQ.FT.	3,141 SQ.FT.

NOTE: ALL MEASUREMENTS ARE APPROXIMATE AND SHOULD BE VERIFIED.

- LIMITED COMMON ELEMENT NOTES:
- 1- ANY PORTION OF A DRIVEWAY SERVING ONLY ONE (1) UNIT IS ASSIGNED AS A LIMITED COMMON ELEMENT TO THE UNIT IT SERVES.
 - 2- ANY STOOD OR STAIRS EXCLUSIVELY SERVING A UNIT IS ASSIGNED AS A LIMITED COMMON ELEMENT TO THE UNIT SO SERVED.
 - 3- ANY BALCONY OR PATIO ATTACHED TO AND SERVING ONLY ONE (1) UNIT IS ASSIGNED AS A LIMITED COMMON ELEMENT TO THE UNIT TO WHICH IT IS ATTACHED AND WHICH IT SERVES.
 - 4- ANY SERVICE YARD ATTACHED TO AND SERVING ONLY ONE (1) UNIT IS ASSIGNED AS A LIMITED COMMON ELEMENT TO THE UNIT TO WHICH IT IS ATTACHED AND WHICH IT SERVES.

UNIT 3, PH 1

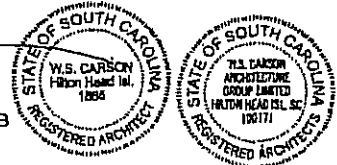
INTERIOR UNIT SECOND FLOOR PLAN

INTERIOR UNIT, WITHOUT ELEVATOR

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

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[Signature]
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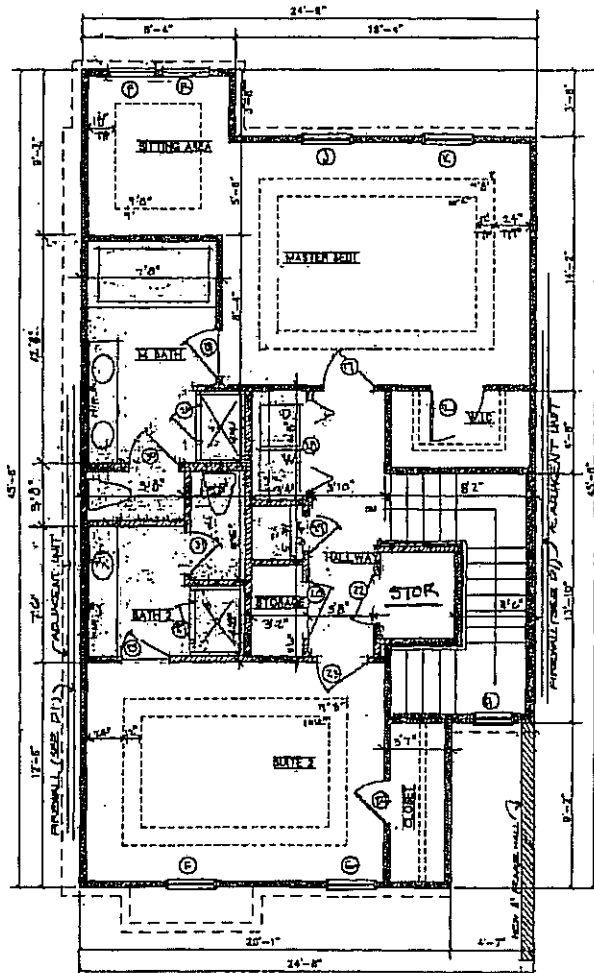
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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



INTERIOR UNIT
THIRD FLOOR PLAN

AREA CALCULATION TABLE FOR INTERIOR UNIT				
	HEATED	GARAGE	COVERED	TOTAL
1ST FLOOR	541 SQ.FT.	249 SQ.FT.	134 SQ.FT.	924 SQ.FT.
2ND FLOOR	435 SQ.FT.	-	75 SQ.FT.	510 SQ.FT.
3RD FLOOR	913 SQ.FT.	-	-	913 SQ.FT.
TOTALS:	2,309 SQ.FT.	249 SQ.FT.	214 SQ.FT.	2,772 SQ.FT.

NOTE: ALL MEASUREMENTS ARE APPROXIMATE AND SHOULD BE VERIFIED.

UNIT 3, PH 1

INTERIOR UNIT, WITHOUT ELEVATOR

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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



UNIT 3, PH 1

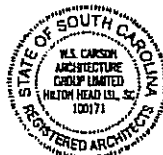
INTERIOR UNIT
FRONT ELEVATION

INTERIOR UNIT, WITHOUT ELEVATOR

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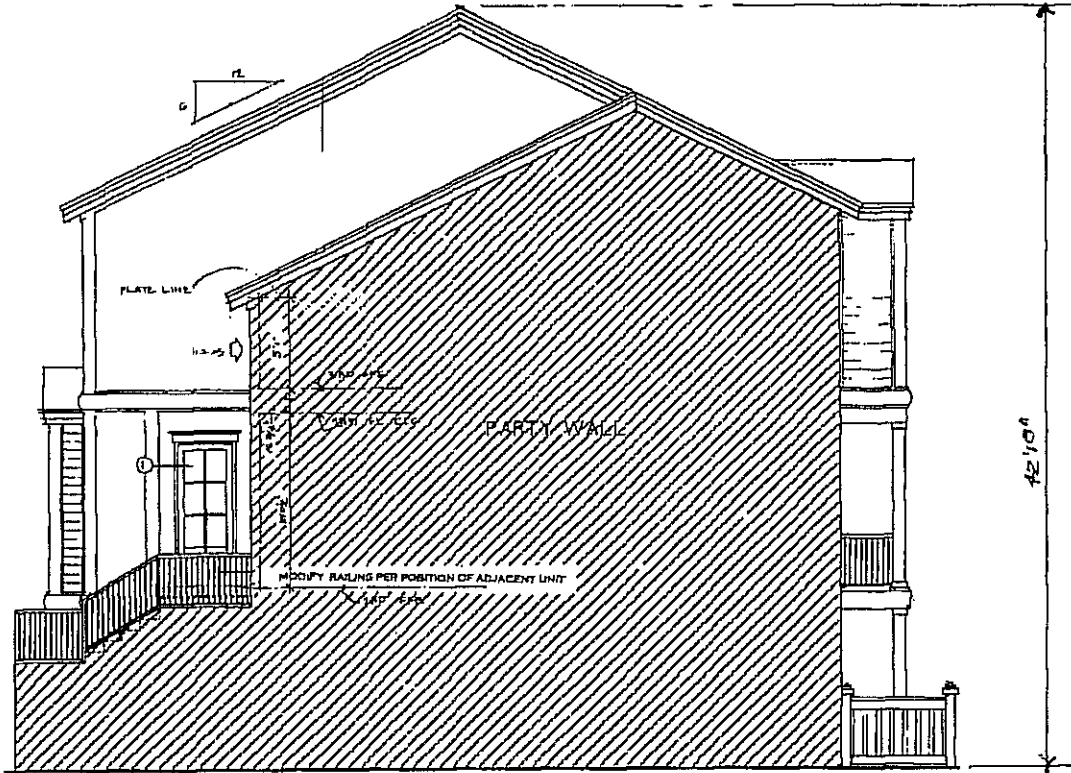
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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



INTERIOR UNIT
LEFT ELEVATION



UNIT 3, PH 1

INTERIOR UNIT, WITHOUT ELEVATOR

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

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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



INTERIOR UNIT
REAR ELEVATION

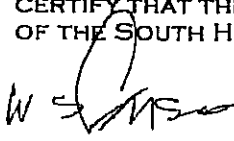


UNIT 3, PH 1

INTERIOR UNIT, WITHOUT ELEVATOR

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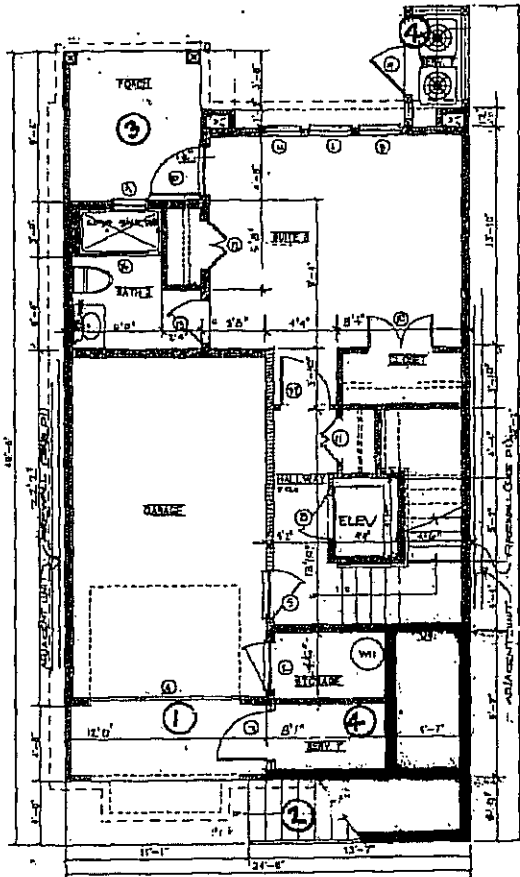
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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



INTERIOR UNIT
FIRST FLOOR PLAN

AREA CALCULATION TABLE FOR INTERIOR UNIT				
	HEATED	GARAGE	COVERED	TOTAL
1ST FLOOR	541 SQ.FT.	219 SQ.FT.	81 SQ.FT.	841 SQ.FT.
2ND FLOOR	835 SQ.FT.	-	18 SQ.FT.	853 SQ.FT.
3RD FLOOR	913 SQ.FT.	-	-	913 SQ.FT.
TOTALS	2,309 SQ.FT.	219 SQ.FT.	214 SQ.FT.	2,742 SQ.FT.

NOTE: ALL MEASUREMENTS ARE APPROXIMATE AND SHOULD BE VERIFIED.

LIMITED COMMON ELEMENT NOTES:

1. ANY PORTION OF A DRIVEWAY SERVING ONLY ONE (1) UNIT IS ASSIGNED AS A LIMITED COMMON ELEMENT TO THE UNIT IT SERVES.
2. ANY STOOP OR STAIRS EXCLUSIVELY SERVING A UNIT IS ASSIGNED AS A LIMITED COMMON ELEMENT TO THE UNIT SO SERVED.
3. ANY BALCONY OR PATIO ATTACHED TO AND SERVING ONLY ONE (1) UNIT IS ASSIGNED AS A LIMITED COMMON ELEMENT TO THE UNIT TO WHICH IT IS ATTACHED AND WHICH IT SERVES.
4. ANY SERVICE YARD ATTACHED TO AND SERVING ONLY ONE (1) UNIT IS ASSIGNED AS A LIMITED COMMON ELEMENT TO THE UNIT TO WHICH IT IS ATTACHED AND WHICH IT SERVES.

INTERIOR UNIT LIMITED COMMON ELEMENTS

COVERED GARAGE INTRANCE: 84 SF
FRONT ENTRANCE STAIRS: 97 SF
SERVICE YARD: 34 SF

UNIT 5, PH 1
UNIT 9, PH 1

INTERIOR UNIT, WITH ELEVATOR

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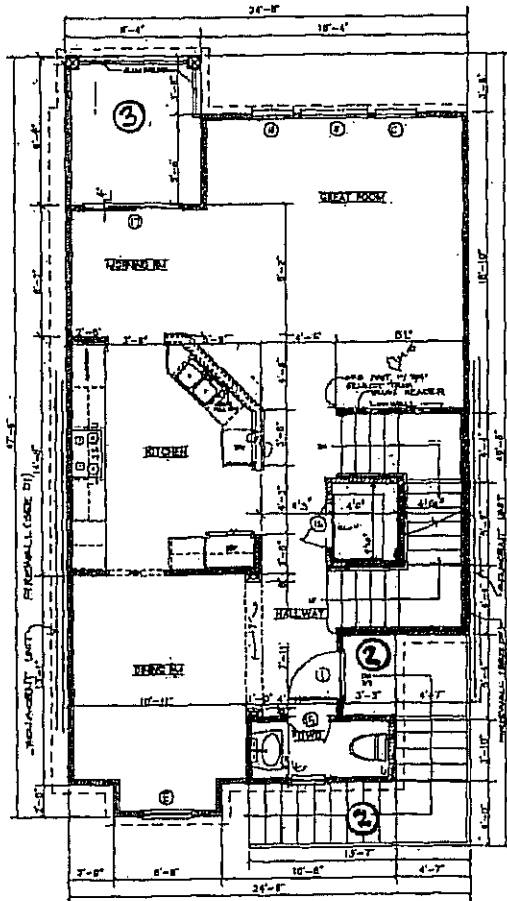
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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



INTERIOR UNIT
SECOND FLOOR PLAN

AREA CALCULATION TABLE FOR INTERIOR UNIT				
	HEATED	GARAGE	COVERED	TOTAL
1ST FLOOR	541 SQ.FT.	219 SQ.FT.	51 SQ.FT.	811 SQ.FT.
2ND FLOOR	835 SQ.FT.	-	14 SQ.FT.	849 SQ.FT.
3RD FLOOR	113 SQ.FT.	-	-	113 SQ.FT.
TOTALS:	2,309 SQ.FT.	219 SQ.FT.	214 SQ.FT.	2,742 SQ.FT.

NOTE: ALL MEASUREMENTS ARE APPROXIMATE AND SHOULD BE VERIFIED.

LIMITED COMMON ELEMENT NOTES:

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- 3- ANY BALCONY OR PATIO ATTACHED TO AND SERVING ONLY ONE (1) UNIT IS ASSIGNED AS A LIMITED COMMON ELEMENT TO THE UNIT TO WHICH IT IS ATTACHED AND WHICH IT SERVES.
- 4- ANY SERVICE YARD ATTACHED TO AND SERVING ONLY ONE (1) UNIT IS ASSIGNED AS A LIMITED COMMON ELEMENT TO THE UNIT TO WHICH IT IS ATTACHED AND WHICH IT SERVES.

INTERIOR UNIT LIMITED COMMON ELEMENTS
 COVERED GARAGE INTRANCE: 84 SF
 FRONT ENTRANCE STAIRS: 97 SF
 SERVICE YARD: 34 SF

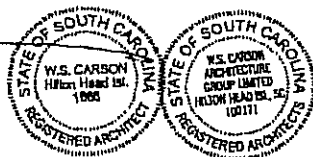
UNIT 5, PH 1
UNIT 9, PH 1

INTERIOR UNIT, WITH ELEVATOR

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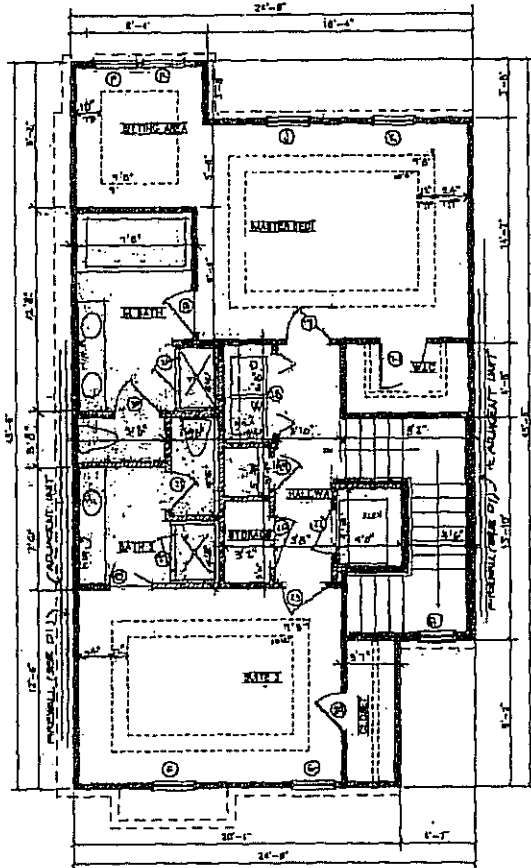
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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



INTERIOR UNIT
THIRD FLOOR PLAN

AREA CALCULATION TABLE FOR INTERIOR UNIT				
	HEATED	GARAGE	COVERED	TOTAL
1ST FLOOR	541 SQ.FT.	249 SQ.FT.	151 SQ.FT.	941 SQ.FT.
2ND FLOOR	836 SQ.FT.	-	78 SQ.FT.	914 SQ.FT.
3RD FLOOR	413 SQ.FT.	-	-	413 SQ.FT.
TOTALS:	2,301 SQ.FT.	249 SQ.FT.	229 SQ.FT.	2,779 SQ.FT.

NOTE: ALL MEASUREMENTS ARE APPROXIMATE AND SHOULD BE VERIFIED.

UNIT 5, PH 1
UNIT 9, PH 1

INTERIOR UNIT, WITH ELEVATOR

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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



INTERIOR UNIT
FRONT ELEVATION

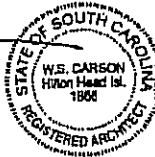
UNIT 5, PH 1
UNIT 9, PH 1

INTERIOR UNIT, WITH ELEVATOR

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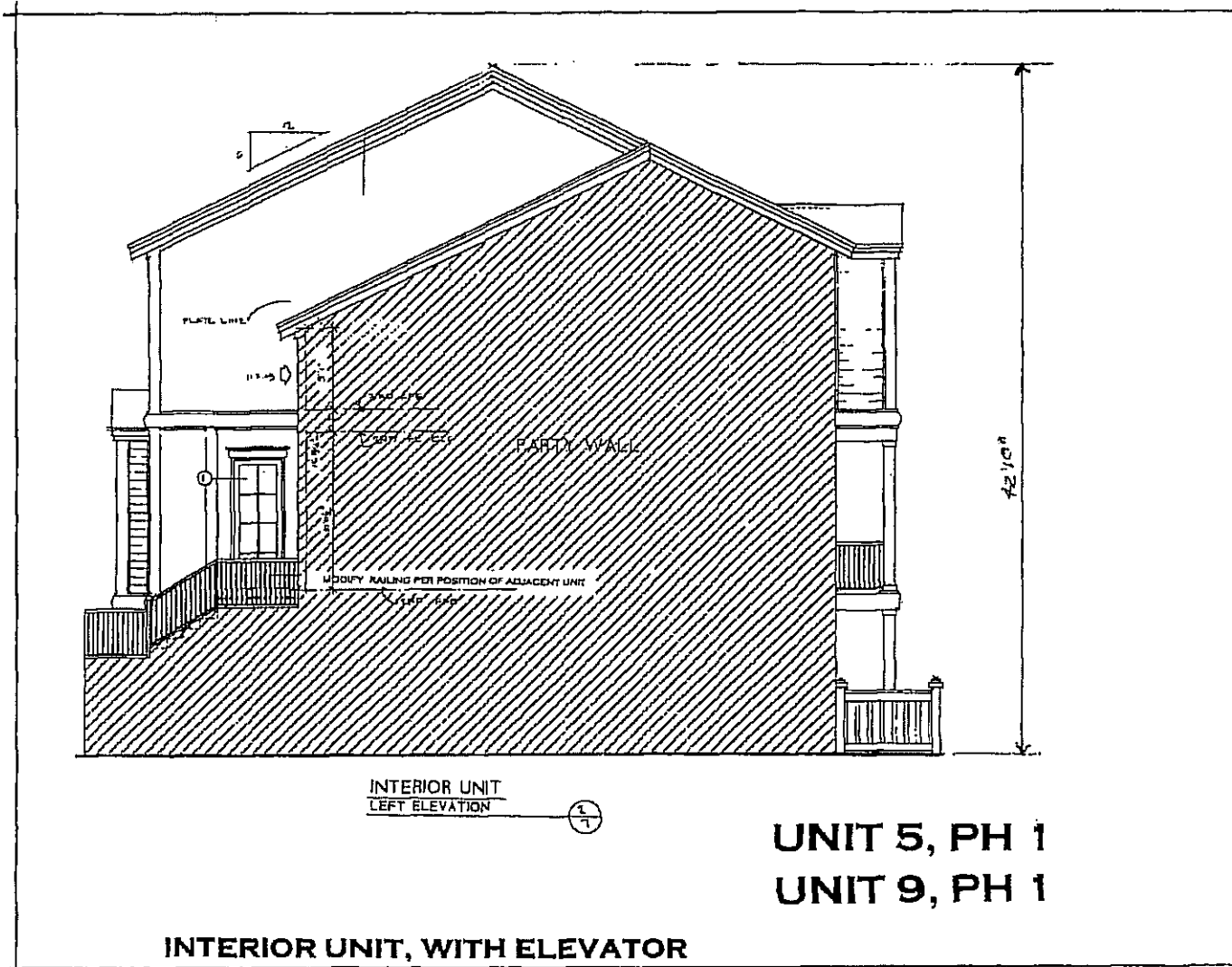
PO Box 21751

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Tel: 843.815.8123

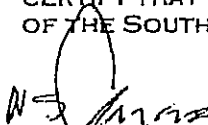
Fax: 843.815.8124

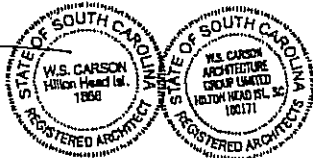
TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



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

THE UNDERSIGNED, A REGISTERED ARCHITECT, HAS VISITED THE SITE KNOWN AS TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME, AND VIEWED THE PROPERTY AND TO THE BEST OF HIS KNOWLEDGE, INFORMATION, AND BELIEF HEREBY CERTIFY THAT THESE PLANS COMPLY WITH THE PROVISIONS OF SECTION 27-31-110 OF THE SOUTH HORIZONTAL PROPERTY ACT.


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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



INTERIOR UNIT
REAR ELEVATION



UNIT 5, PH 1
UNIT 9, PH 1

INTERIOR UNIT, WITH ELEVATOR

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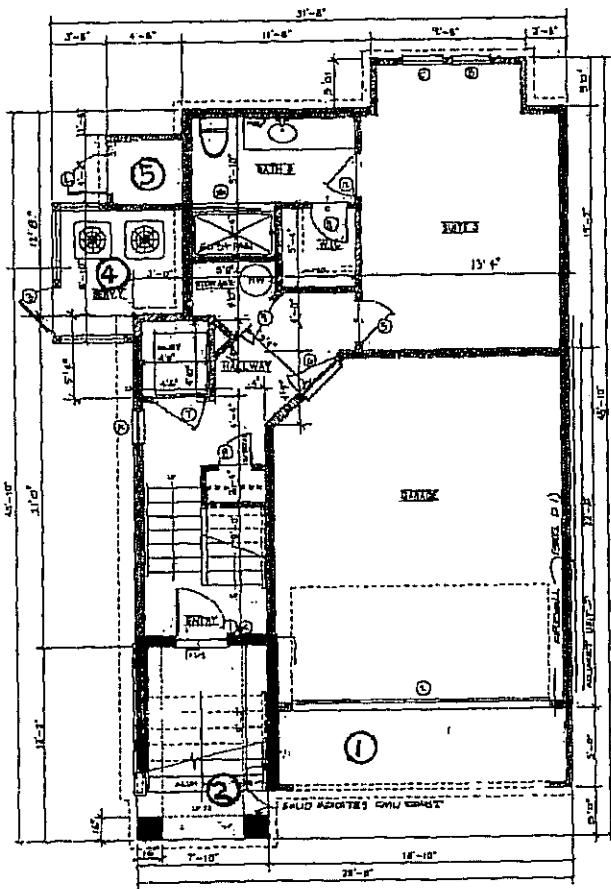
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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



AREA CALCULATION TABLE FOR END UNIT				
	HEATED	GARAGE	COVERED	TOTAL
1ST FLOOR	541 SQ.FT.	424 SQ.FT.	74 SQ.FT.	1039 SQ.FT.
2ND FLOOR	617 SQ.FT.	-	74 SQ.FT.	691 SQ.FT.
3RD FLOOR	951 SQ.FT.	-	-	951 SQ.FT.
TOTALS:	2109 SQ.FT.	424 SQ.FT.	148 SQ.FT.	2681 SQ.FT.

NOTE: ALL MEASUREMENTS ARE APPROXIMATE AND SHOULD BE VERIFIED.

LIMITED COMMON ELEMENT NOTES:

1. ANY PORTION OF A DRIVEWAY SERVING ONLY ONE (1) UNIT IS ASSIGNED AS A LIMITED COMMON ELEMENT TO THE UNIT IT SERVES.
2. ANY STOOP OR STAIRS EXCLUSIVELY SERVING A UNIT IS ASSIGNED AS A LIMITED COMMON ELEMENT TO THE UNIT SO SERVED.
3. ANY BALCONY OR PATIO ATTACHED TO AND SERVING ONLY ONE (1) UNIT IS ASSIGNED AS A LIMITED COMMON ELEMENT TO THE UNIT TO WHICH IT IS ATTACHED AND WHICH IT SERVES.
4. ANY SERVICE YARD ATTACHED TO AND SERVING ONLY ONE (1) UNIT IS ASSIGNED AS A LIMITED COMMON ELEMENT TO THE UNIT TO WHICH IT IS ATTACHED AND WHICH IT SERVES.
5. ROOMS ATTACHED TO EACH BLOCK OF UNITS AND SERVING ALL UNITS OF THAT BLOCK ARE ASSIGNED AS COMMON ELEMENTS TO THE BLOCK OF UNITS TO WHICH THEY SERVE.

END UNIT LIMITED COMMON ELEMENTS	
COVERED GARAGE ENTRANCE:	94 SF
FRONT ENTRANCE STAIRS:	97 SF
SERVICE YARD:	69 SF

UNIT 1, PH 1
UNIT 7, PH 1

R END UNIT
 FIRST FLOOR PLAN (2)

END UNIT, REVERSED, WITH ELEVATOR

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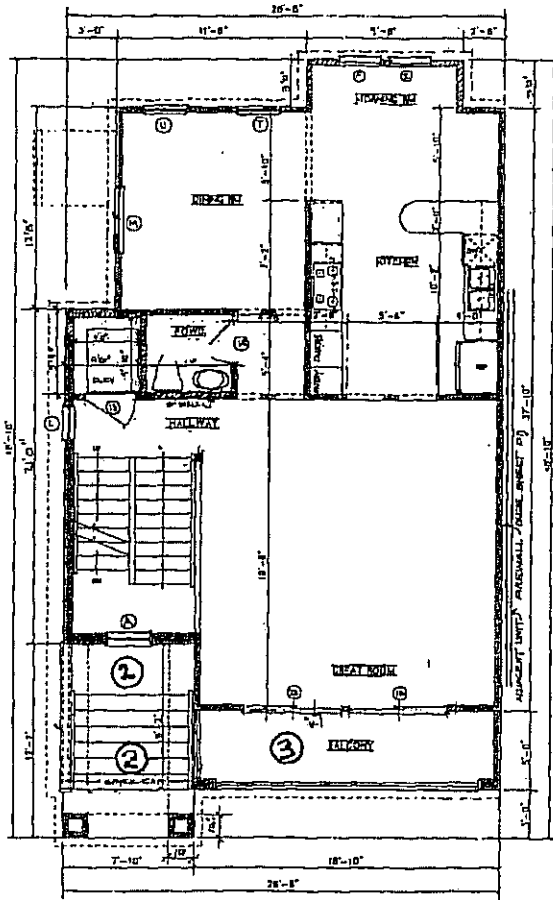
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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



R END UNIT
SECOND FLOOR PLAN

AREA CALCULATION TABLE FOR END UNIT				
	HEATED	GARAGE	COVERED	TOTAL
1ST FLOOR	941 SQ.FT.	424 SQ.FT.	91 SQ.FT.	1056 SQ.FT.
2ND FLOOR	841 SQ.FT.	-	91 SQ.FT.	932 SQ.FT.
3RD FLOOR	921 SQ.FT.	-	-	921 SQ.FT.
TOTALS:	2703 SQ.FT.	424 SQ.FT.	182 SQ.FT.	3309 SQ.FT.

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3. ANY BALCONY OR PATIO ATTACHED TO AND SERVING ONLY ONE (1) UNIT IS ASSIGNED AS A LIMITED COMMON ELEMENT TO THE UNIT TO WHICH IT IS ATTACHED AND WHICH IT SERVES.
4. ANY SERVICE YARD ATTACHED TO AND SERVING ONLY ONE (1) UNIT IS ASSIGNED AS A LIMITED COMMON ELEMENT TO THE UNIT TO WHICH IT IS ATTACHED AND WHICH IT SERVES.

END UNIT LIMITED COMMON ELEMENTS	
COVERED GARAGE ENTRANCE:	94 SF
FRONT ENTRANCE STAIRS:	97 SF
SERVICE YARD:	89 SF

UNIT 1, PH 1
UNIT 7, PH 1

END UNIT, REVERSED, WITH ELEVATOR

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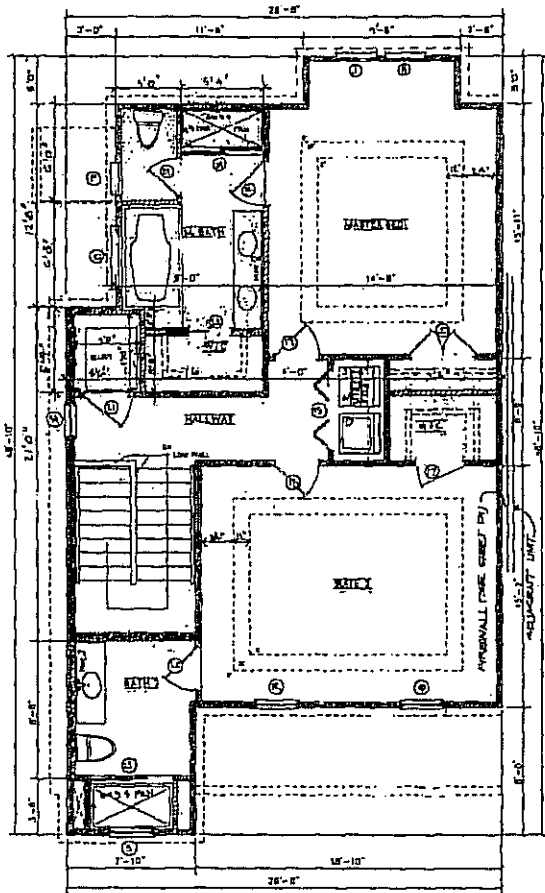
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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



AREA CALCULATION TABLE FOR END UNIT				
	HEATED	GARAGE	COVERED	TOTAL
1ST FLOOR	641 SQ.FT.	121 SQ.FT.	14 SQ.FT.	1055 SQ.FT.
2ND FLOOR	867 SQ.FT.	-	14 SQ.FT.	951 SQ.FT.
3RD FLOOR	961 SQ.FT.	-	-	961 SQ.FT.
TOTALS:	2367 SQ.FT.	121 SQ.FT.	14 SQ.FT.	2781 SQ.FT.

NOTE: ALL MEASUREMENTS ARE APPROXIMATE AND SHOULD BE VERIFIED.

UNIT 1, PH 1
UNIT 7, PH 1

R END UNIT
THIRD FLOOR PLAN (3/2)

END UNIT, REVERSED, WITH ELEVATOR

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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



R END UNIT
FRONT ELEVATION

UNIT 1, PH 1
UNIT 7, PH 1

END UNIT, REVERSED, WITH ELEVATOR

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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



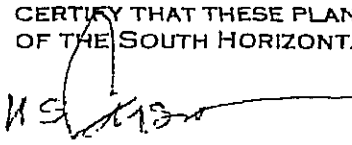
R END UNIT
RIGHT ELEVATION

UNIT 1, PH 1
UNIT 7, PH 1

END UNIT, REVERSED, WITH ELEVATOR

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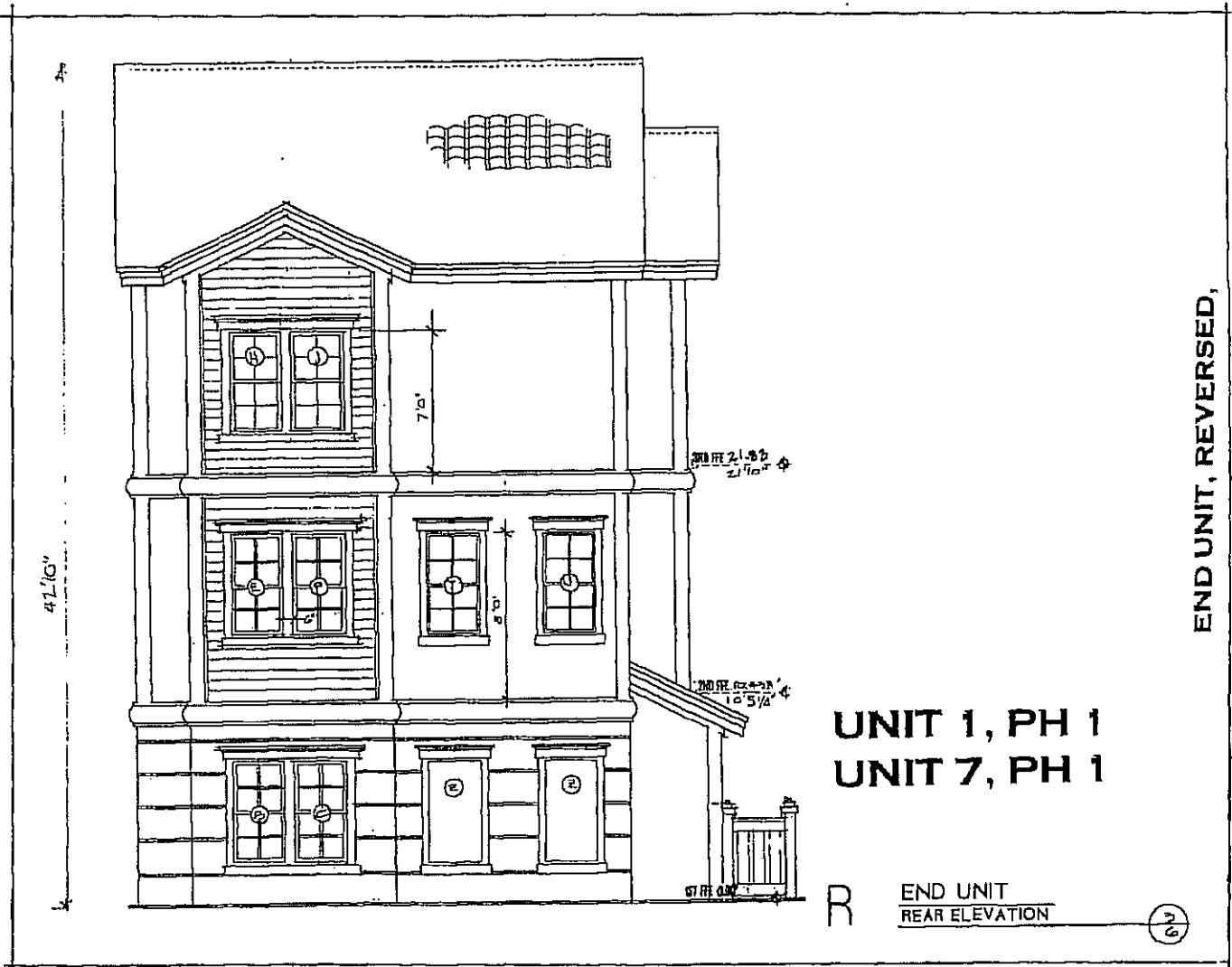

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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



END UNIT, REVERSED,

UNIT 1, PH 1
UNIT 7, PH 1

R END UNIT
REAR ELEVATION 2

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

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STATE OF SOUTH CAROLINA
 W.S. CARSON
 Hilton Head Isl.
 1886
 REGISTERED ARCHITECT

STATE OF SOUTH CAROLINA
 W.S. CARSON
 ARCHITECTURE
 GROUP LIMITED
 HILTON HEAD ISL, SC
 10077
 REGISTERED ARCHITECTS

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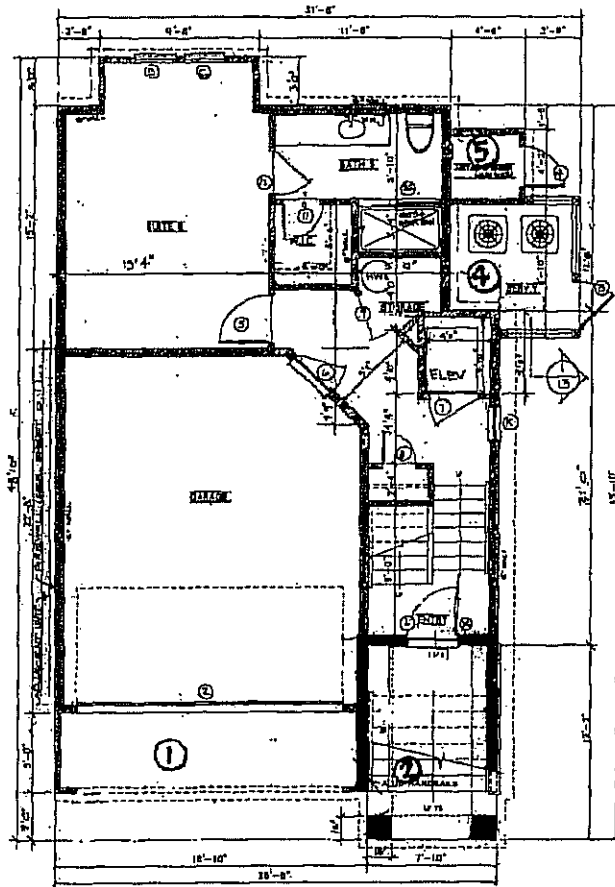
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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



END UNIT
FIRST FLOOR PLAN

AREA CALCULATION TABLE FOR END UNIT

	HEATED	GARAGE	COVERED	TOTAL
1ST FLOOR	641 SQ.FT.	124 SQ.FT.	14 SQ.FT.	1055 SQ.FT.
2ND FLOOR	817 SQ.FT.	-	14 SQ.FT.	1617 SQ.FT.
3RD FLOOR	961 SQ.FT.	-	-	1671 SQ.FT.
TOTALS:	2369 SQ.FT.	124 SQ.FT.	188 SQ.FT.	2781 SQ.FT.

NOTE: ALL MEASUREMENTS ARE APPROXIMATE AND SHOULD BE VERIFIED.

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- 4- ANY SERVICE YARD ATTACHED TO AND SERVING ONLY ONE (1) UNIT IS ASSIGNED AS A LIMITED COMMON ELEMENT TO THE UNIT TO WHICH IT IS ATTACHED AND WHICH IT SERVES.
- 5- ROOMS ATTACHED TO EACH BLOCK OF UNITS AND SERVING ALL UNITS OF THAT BLOCK ARE ASSIGNED AS COMMON ELEMENTS TO THE BLOCK OF UNITS TO WHICH THEY SERVE.

END UNIT LIMITED COMMON ELEMENTS

COVERED GARAGE ENTRANCE:	94 SF
FRONT ENTRANCE STAIRS:	97 SF
SERVICE YARD:	69 SF

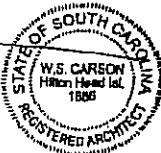
UNIT 6, PH 1
UNIT 10, PH 1

END UNIT, WITH ELEVATOR

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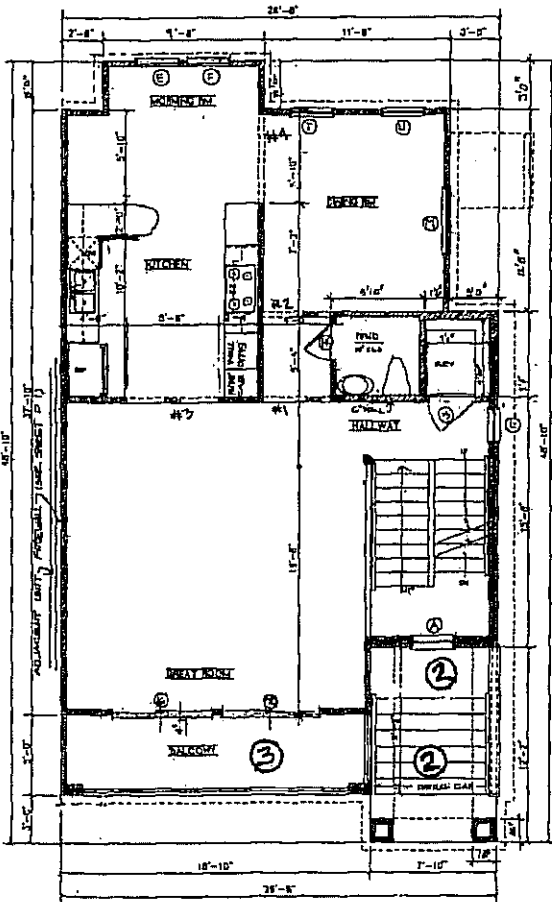
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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



END UNIT
SECOND FLOOR PLAN

1/2

AREA CALCULATION TABLE FOR END UNIT				
	HEATED	GARAGE	COVERED	TOTAL
1ST FLOOR	541 SQ.FT.	424 SQ.FT.	74 SQ.FT.	1039 SQ.FT.
2ND FLOOR	847 SQ.FT.	-	44 SQ.FT.	891 SQ.FT.
3RD FLOOR	904 SQ.FT.	-	-	904 SQ.FT.
TOTALS:	2,292 SQ.FT.	424 SQ.FT.	118 SQ.FT.	2,834 SQ.FT.

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4. ANY SERVICE YARD ATTACHED TO AND SERVING ONLY ONE (1) UNIT IS ASSIGNED AS A LIMITED COMMON ELEMENT TO THE UNIT TO WHICH IT IS

END UNIT LIMITED COMMON ELEMENTS

COVERED GARAGE ENTRANCE:	94 SF
FRONT ENTRANCE STAIRS:	97 SF
SERVICE YARD:	89 SF

UNIT 6, PH 1
UNIT 10, PH 1

END UNIT, WITH ELEVATOR

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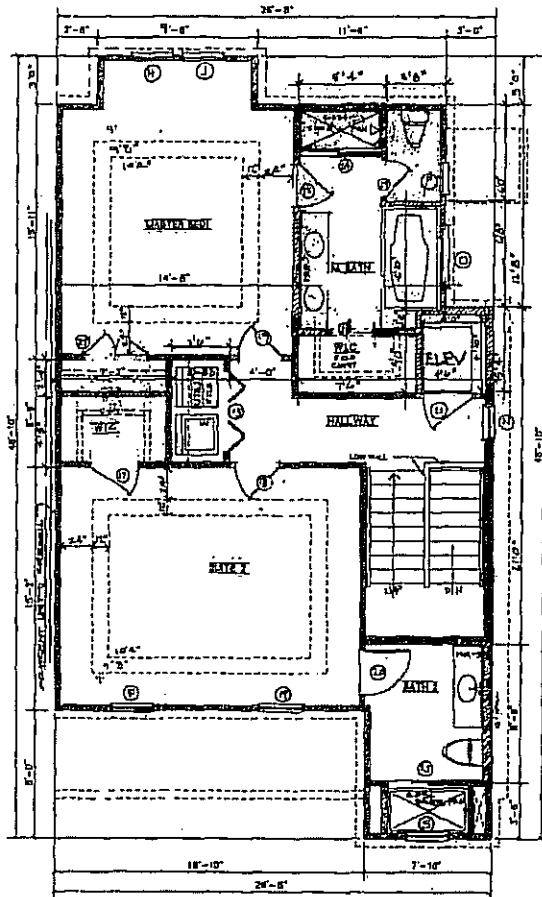
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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



END UNIT
THIRD FLOOR PLAN

AREA CALCULATION TABLE FOR END UNIT				
	HEATED	GARAGE	COVERED	TOTAL
1ST FLOOR	541 SQ.FT.	424 SQ.FT.	14 SQ.FT.	1069 SQ.FT.
2ND FLOOR	863 SQ.FT.	-	14 SQ.FT.	1617 SQ.FT.
3RD FLOOR	963 SQ.FT.	-	-	1617 SQ.FT.
TOTALS:	2367 SQ.FT.	424 SQ.FT.	188 SQ.FT.	2,979 SQ.FT.

NOTE: ALL MEASUREMENTS ARE APPROXIMATE AND SHOULD BE VERIFIED.

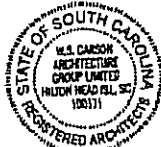
UNIT 6, PH 1
UNIT 10, PH 1

END UNIT, WITH ELEVATOR

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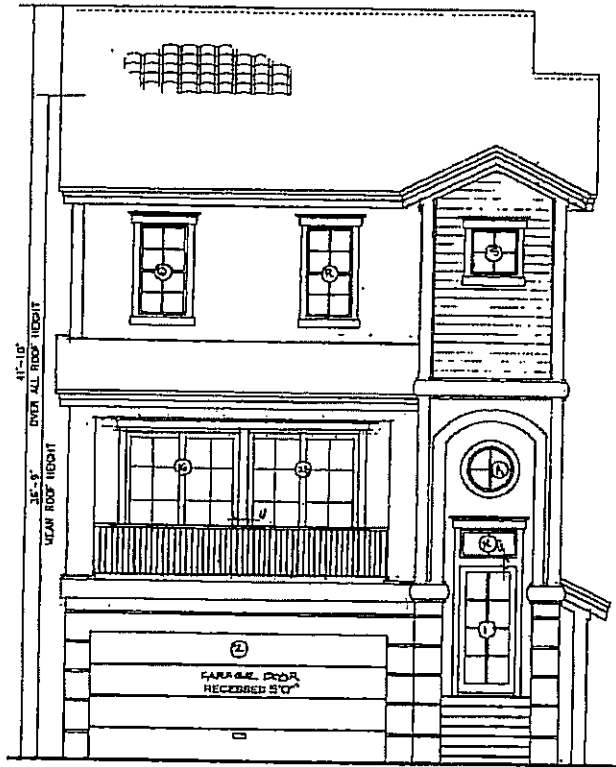
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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



UNIT 6, PH 1
UNIT 10, PH 1

END UNIT
FRONT ELEVATION

END UNIT, WITH ELEVATOR

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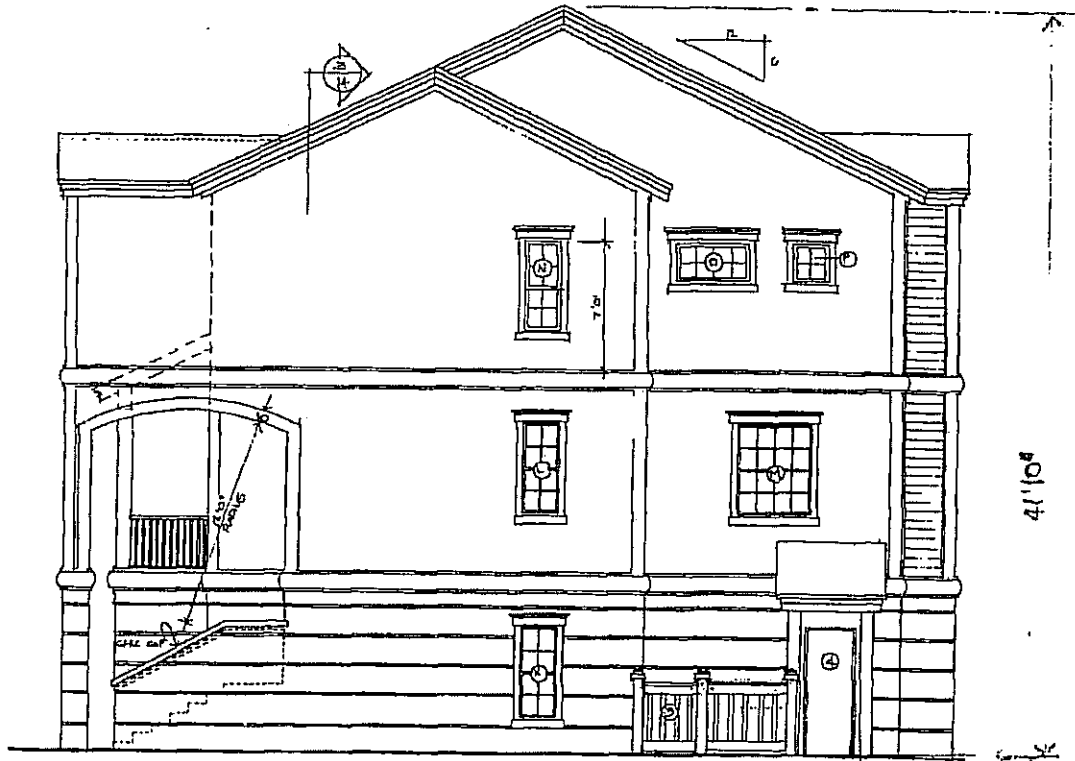
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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



END UNIT
RIGHT ELEVATION

UNIT 6, PH 1
UNIT 10, PH 1

END UNIT, WITH ELEVATOR

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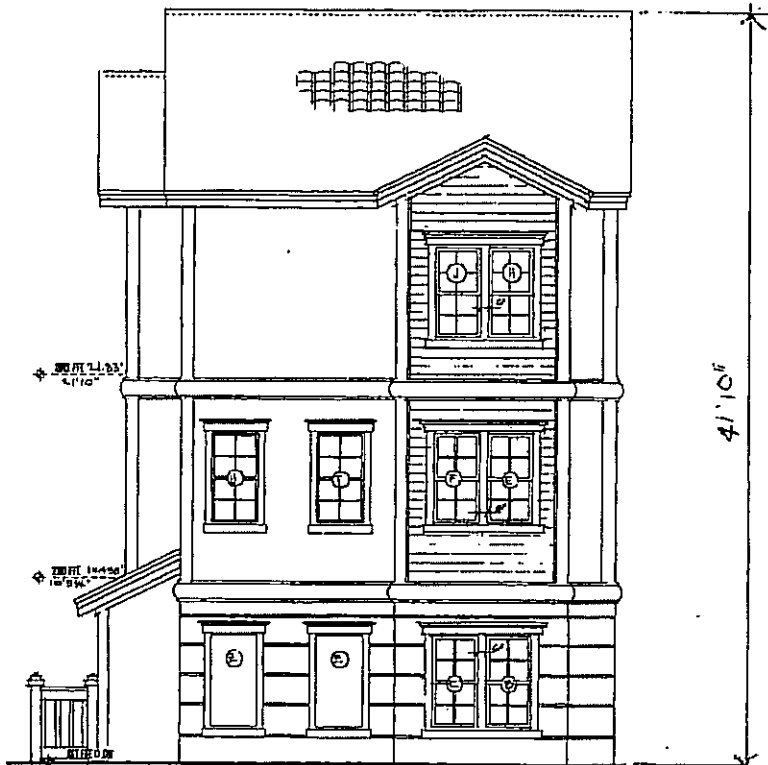
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TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME



END UNIT
REAR ELEVATION

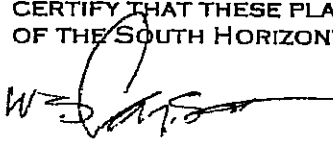
3
5

UNIT 6, PH 1
UNIT 10, PH 1

END UNIT, WITH ELEVATOR

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

THE UNDERSIGNED, A REGISTERED ARCHITECT, HAS VISITED THE SITE KNOWN AS TRADEWINDS AT SHELTER COVE HORIZONTAL PROPERTY REGIME, AND VIEWED THE PROPERTY AND TO THE BEST OF HIS KNOWLEDGE, INFORMATION, AND BELIEF HEREBY CERTIFY THAT THESE PLANS COMPLY WITH THE PROVISIONS OF SECTION 27-31-110 OF THE SOUTH HORIZONTAL PROPERTY ACT.


WS CARSON, AIA, NCARB



ELEVATION CERTIFICATE

O.M.B. No. 1660-0008
Expires February 28, 2009

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

Important: Read the instructions on pages 1 - 8.

Building Permit Number: B0503155

SECTION A - PROPERTY INFORMATION

A1. BUILDING OWNER'S NAME Shelter Cove Partners LLC		For Insurance Company Use: Policy Number	
A2. BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO. #50 Tradewinds Trace		Company NAIC Number	
CITY Hilton Head Island,	STATE SC	ZIP CODE 29928	
A3. PROPERTY DESCRIPTION (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) Lot 10, Phase I, Building E, Shelter Cove, Palmetto Dunes Resort Tax Parcel No. R520 _ 012 _ 00B _ 0010 _ 0000			
A4. Building Use (e.g., Residential, Non-residential, Addition, Accessory, etc.) Multifamily Residential			
A5. Latitude/Longitude: Lat. W 32.17875 Long. W 80.72939		Horizontal Datum: NAD 1927 <input type="checkbox"/> NAD 1983 <input checked="" type="checkbox"/>	
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.			
A7. Building Diagram Number 1			
A8. For a building with a crawl space or enclosure(s), provide: a) Square footage of crawl space or enclosure(s) b) No. of permanent flood openings in the crawl space or enclosure(2) walls within 1.0 foot above adjacent grade c) Total net area of flood openings in A8.b		A9. For a building with an attached garage, provide: a) Square footage of attached garage See comments section sq ft b) No. of permanent flood openings in the attached garage walls within 1.0 foot above adjacent grade 0 c) Total net area of flood openings in A9.b 0 sq in	

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP COMMUNITY NAME & COMMUNITY NUMBER Town of Hilton Head Island, SC - 450250		B2. COUNTY NAME Beaufort,		B3. STATE SC	
B4. MAP AND PANEL NUMBER 450250-0014	B5. SUFFIX D	B6. FIRM INDEX DATE 9/30/77	B7. FIRM PANEL EFFECTIVE/REVISED DATE 9/30/77 // 9/29/86	B8. FLOOD ZONE(S) A-7	B9. BASE FLOOD ELEVATION(S) (Zone AO, use depth of flooding) 14.0
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in B9. <input type="checkbox"/> FIS Profile <input checked="" type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other (Describe):					
B11. Indicate the elevation datum used for the BFE in B9: <input checked="" type="checkbox"/> NGVD 1929 <input type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other (Describe):					
12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date: <input type="checkbox"/> CBRS <input type="checkbox"/> OPA					

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete Items C2.a-g below according to the building diagram specified in Item A7.
Benchmark Utilized **CGS A 11 1956** Vertical Datum **NGVD1929**
Conversion/Comments **None**

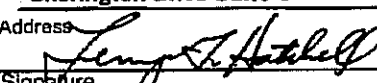
Check the measurement used.

> a) Top of bottom floor (Including basement, crawl space, or enclosure floor)	16.0 <input checked="" type="checkbox"/> feet	<input type="checkbox"/> meters (Puerto Rico only)
> b) Top of next higher floor	26.3 <input checked="" type="checkbox"/> feet	<input type="checkbox"/> meters (Puerto Rico only)
> c) Bottom of lowest horizontal structural member (V Zones only)	N/A <input type="checkbox"/> feet	<input type="checkbox"/> meters (Puerto Rico only)
> d) Attached garage (top of slab)	(See comments section) 16.0 <input checked="" type="checkbox"/> feet	<input type="checkbox"/> meters (Puerto Rico only)
> e) Lowest elevation of machinery and/or equipment servicing the building (Describe type of equipment in Comments)	(See comments section) 15.7 <input checked="" type="checkbox"/> feet	<input type="checkbox"/> meters (Puerto Rico only)
> f) Lowest adjacent (finished) grade (LAG)	14.3 <input checked="" type="checkbox"/> feet	<input type="checkbox"/> meters (Puerto Rico only)
> g) Highest adjacent (finished) grade (HAG)	15.3 <input checked="" type="checkbox"/> feet	<input type="checkbox"/> meters (Puerto Rico only)

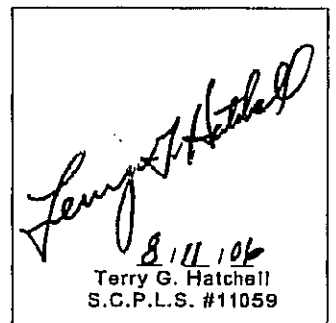
SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information in Sections A, B, and C on this certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Check here if comments are provided on back of form.

Terry G. Hatchell Certifier's Name	11059 License Number
Professional Land Surveyor	Surveying Consultants, Inc.
1116 Sherrington Drive Suite C Address	Bluffton SC 29910 Company Name State Zip Code
 Signature	8/11/2006 Date
	(843) 815-3304 Telephone

License Number, Embossed Seal, Signature, and Date



Replaces all previous editions

IMPORTANT: In these spaces, copy the corresponding information from Section A.			For Insurance Company Use:	
BUILDING STREET ADDRESS (including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO. 450 Tradewinds Trace			Policy Number	
CITY Hilton Head Island,	STATE SC	ZIP CODE 29928	Company NAIC Number	

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) Insurance agent/company, and (3) building owner.

COMMENTS

Items A9. and C2. d : A portion of the bottom floor is designated as garage space. Item C2. e : This is HVAC equipment

SIGNATURE <i>Larry A. Habel</i>	DATE 8/11/2006	<input checked="" type="checkbox"/> Check here if attachments
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SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and Zone A (without BFE), complete Items E1 through E5. If the Elevation Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1-E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
- a) Top of bottom floor (including basement, crawl space, or enclosure) is _____ feet meters above below the HAG.
- b) Top of bottom floor (including basement, crawl space, or enclosure) is _____ feet meters above below the LAG.
- E2. For Building Diagrams 6-8 with permanent flood openings provided in Section 1 Items 8 and/or 9 (see page 8 of instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ feet meters above or below the HAG.
- E3. Attached garage (top of slab) is _____ feet meters above or below the HAG.
- E4. Top of platform of machinery and/or equipment servicing the building is _____ feet meters above below the HAG.
- E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? Yes No Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NAME _____

ADDRESS _____	CITY _____	STATE _____	ZIP CODE _____
SIGNATURE _____	DATE _____	TELEPHONE _____	

COMMENTS _____

Check here if attachments

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8. and G9.

- G1. The information in Section C was taken from other documentation that has been signed and embossed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2. A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3. The following information (Items G4-G9) is provided for community floodplain management purposes.

G4. PERMIT NUMBER B0503155	G5. DATE PERMIT ISSUED 01/11/2006	G6. DATE CERTIFICATE OF COMPLIANCE/OCCUPANCY ISSUED
-------------------------------	--------------------------------------	---

- G7. This permit has been issued for: New Construction Substantial Improvement
- G8. Elevation of as-built lowest floor (including basement) of the building: _____ feet meters (PR) Datum _____
- G9. BFE or (in Zone AO) depth of flooding at the building site: _____ feet meters (PR) Datum _____

Local Official's Name _____	Title _____
COMMUNITY NAME _____	Telephone _____
Signature _____	Date _____
Comments _____	

Check here if attachments

ELEVATION CERTIFICATE

O.M.B. No. 1660-0008
 Expires February 28, 2009

Important: Read the instructions on pages 1 - 8.

Building Permit Number: **B0503160**

SECTION A - PROPERTY INFORMATION

A1. BUILDING OWNER'S NAME Shelter Cove Partners LLC		For Insurance Company Use: Policy Number	
A2. BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO. #40 Tradewinds Trace		Company NAIC Number	
CITY Hilton Head Island,	STATE SC	ZIP CODE 29928	
A3. PROPERTY DESCRIPTION (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) Lot 10, Phase I, Building D, Shelter Cove, Palmetto Dunes Resort		Tax Parcel No. R520 _ 012 _ 00B _ 0010 _ 0000	
A4. Building Use (e.g., Residential, Non-residential, Addition, Accessory, etc.) Multifamily Residential			
A5. Latitude/Longitude: Lat. N 32.17807 Long. W 80.72889		Horizontal Datum: NAD 1927 <input type="checkbox"/> NAD 1983 <input checked="" type="checkbox"/>	
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.			
A7. Building Diagram Number 1			
A8. For a building with a crawl space or enclosure(s), provide: a) Square footage of crawl space or enclosure(s) b) No. of permanent flood openings in the crawl space or enclosure(2) walls within 1.0 foot above adjacent grade c) Total net area of flood openings in A8.b		A9. For a building with an attached garage, provide: a) Square footage of attached garage See comments section sq ft b) No. of permanent flood openings in the attached garage walls within 1.0 foot above adjacent grade 0 c) Total net area of flood openings in A9.b 0 sq ft	

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP COMMUNITY NAME & COMMUNITY NUMBER Town of Hilton Head Island, SC - 450250		B2. COUNTY NAME Beaufort,		B3. STATE SC	
B4. MAP AND PANEL NUMBER 450250-0014	B5. SUFFIX D	B6. FIRM INDEX DATE 9/30/77	B7. FIRM PANEL EFFECTIVE/REVISED DATE 9/30/77 // 9/29/86	B8. FLOOD ZONE(S) A-7	B9. BASE FLOOD ELEVATION(S) (Zone AO, use depth of flooding) 14.0
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in B9. <input type="checkbox"/> FIS Profile <input checked="" type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other (Describe): _____					
B11. Indicate the elevation datum used for the BFE in B9: <input checked="" type="checkbox"/> NGVD 1929 <input type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other (Describe): _____					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date: _____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA					

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction
 *A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete items C2.a-g below according to the building diagram specified in Item A7.
 Benchmark Utilized **CGS A 11 1956** Vertical Datum **NGVD1929**
 Conversion/Comments **None**

Check the measurement used.

- > a) Top of bottom floor (including basement, crawl space, or enclosure floor) _____ **16.8** feet meters (Puerto Rico only)
- > b) Top of next higher floor _____ **27.0** feet meters (Puerto Rico only)
- > c) Bottom of lowest horizontal structural member (V Zones only) _____ **N/A** feet meters (Puerto Rico only)
- > d) Attached garage (top of slab) _____ **(See comments section) 16.8** feet meters (Puerto Rico only)
- > e) Lowest elevation of machinery and/or equipment servicing the building (Describe type of equipment in Comments) _____ **(See comments section) 16.6** feet meters (Puerto Rico only)
- > f) Lowest adjacent (finished) grade (LAG) _____ **15.7** feet meters (Puerto Rico only)
- > g) Highest adjacent (finished) grade (HAG) _____ **16.2** feet meters (Puerto Rico only)

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information in Sections A, B, and C on this certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.
 Check here if comments are provided on back of form.

Terry G. Hatchell	11059
Cartner's Name	License Number
Professional Land Surveyor	Surveying Consultants, Inc.
Title	Company Name
17 Sherington Drive Suite C	Bluffton SC 29910
Address	City State Zip Code
<i>Terry G. Hatchell</i>	(843) 815-3304
Signature	Telephone
8/11/2006	3/11/06
Date	Signature

License Number, Embossed Seal, Signature, and Date

Terry G. Hatchell
8/11/06
 Terry G. Hatchell
 S.C.P.L.S. #11059

Replaces all previous editions

IMPORTANT: In these spaces, copy the corresponding information from Section A.			For Insurance Company Use:	
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO.			Policy Number	
#40 Tradewinds Trace				
CITY	STATE	ZIP CODE	Company NAIC Number	
Hilton Head Island,	SC	29928		

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

COMMENTS
 Items A9. and C2. d : A portion of the bottom floor is designated as garage space. Item C2. e : This is HVAC equipment

SIGNATURE *Leung T. Hatchel* DATE 8/11/2006 Check here if attachments

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and Zone A (Without BFE), complete Items E1 through E5. If the Elevation Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1-E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
- a) Top of bottom floor (including basement, crawl space, or enclosure) is _____ feet meters above below the HAG.
- b) Top of bottom floor (including basement, crawl space, or enclosure) is _____ feet meters above below the LAG.
- E2. For Building Diagrams 6-8 with permanent flood openings provided in Section 1 Items 8 and/or 9 (see page 8 of instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ feet meters above or below the HAG.
- E3. Attached garage (top of slab) is _____ feet meters above or below the HAG.
- E4. Top of platform of machinery and/or equipment servicing the building is _____ feet meters above below the HAG.
- E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? Yes No Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NAME _____

ADDRESS	CITY	STATE	ZIP CODE
SIGNATURE	DATE	TELEPHONE	

COMMENTS _____

Check here if attachments

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8. and G9.

- G1. The information in Section C was taken from other documentation that has been signed and embossed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2. A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3. The following information (Items G4-G9) is provided for community floodplain management purposes.

G4. PERMIT NUMBER B0503160	G5. DATE PERMIT ISSUED 01/11/2006	G6. DATE CERTIFICATE OF COMPLIANCE/OCCUPANCY ISSUED
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- G7. This permit has been issued for: New Construction Substantial Improvement
- G8. Elevation of as-built lowest floor (including basement) of the building: _____ feet meters (PR) Datum _____
- G9. BFE or (in Zone AO) depth of flooding at the building site: _____ feet meters (PR) Datum _____

Local Official's Name _____ Title _____

COMMUNITY NAME _____ Telephone _____

Signature _____ Date _____

Comments _____

Check here if attachments

EXHIBIT "E"

Additional Property

PHASE II:

Commencing at a point at the north western right-of-way intersection of Chamber of Commerce Drive and Shelter Cove Lane traveling along the southern right-of-way of Shelter Cove Lane S60°37'03"W, a chord distance of 27.76 feet with an arc length of 27.76 feet, having a radius of 544.12 feet to a point; thence S59°09'21"W, a distance of 118.41 feet to a point; thence S40°50'26"E, a distance of 41.26 feet to a point; thence S59°25'01"E, a distance of 15.98 feet to a point; thence S39°33'26"E, a distance of 9.06 feet to a point, thence along a curve to the right, traveling S25°44'42"E, a chord distance of 44.64 feet with an arc length of 45.08 feet, having a radius of 93.50 feet to a point; thence S11°55'58"E, a distance of 54.16 feet to a point, thence along a curve to the right, traveling S05°26'03"W, a chord distance of 20.30 feet with an arc length of 20.61 feet, having a radius of 34.00 feet to a point; thence continue along said curve to the right, traveling S40°10'04"W, a chord distance of 20.30 feet with an arc length of 20.61 feet to a point; thence S57°32'04"W, a distance of 24.55 feet; to a point marked as the POINT OF BEGINNING.

From said POINT OF BEGINNING traveling S32°39'47"E, a distance of 53.25 feet to a point; thence S47°14'55"E, a distance of 88.31 feet to a point; thence S47°37'21"W, a distance of 177.55 feet to a point; thence N42°22'39"W, a distance of 126.70 feet to a point; thence N47°37'21"E, a distance of 48.87 feet to a point; thence N33°57'30"E, a distance of 39.44 feet to a point; thence N15°50'27"E, a distance of 46.97 feet to the point of curve of a non tangent curve to the left, traveling N81°17'44"E, a chord distance of 27.40 feet with an arc length of 28.20 feet, having a radius of 34.00 feet to a point; thence N57°32'04"E, a distance of 29.55 feet; to a point which is the said POINT OF BEGINNING.

Containing 0.55 acres, more or less.

PHASE III

Commencing at a point at the north western right-of-way intersection of Chamber of Commerce Drive and Shelter Cove Lane traveling along the southern right-of-way of Shelter Cove Lane S60°37'03"W, a chord distance of 27.76 feet with an arc length of 27.76 feet, having a radius of 544.12 feet to a point; thence S59°09'21"W, a distance of 118.41 feet to a point; thence continue southwesterly along said line, a distance of 2.28 feet to a point, thence along a curve to the right, traveling S71°05'50"W, a chord distance of 139.07 feet with an arc length of 140.08 feet, having a radius of 336.06 feet to the end of the curve, said point being the POINT OF BEGINNING.

From said POINT OF BEGINNING traveling S03°49'45"E, a distance of 25.90 feet to a point, thence along a curve to the left, traveling S23°11'06"E, a chord distance of 24.86 feet with an arc length of 25.34 feet, having a radius of 37.50 feet to a point; thence S42°32'27"E, a distance of 140.72 feet to a point, thence along a curve to the left, traveling S58°44'32"E, a chord distance of 18.97 feet with an arc length of 19.23 feet, having a radius of 34.00 feet to a point; thence S15°50'27"W, a distance of 46.97 feet to a point; thence S33°57'30"W, a distance of 39.44 feet to a point; thence S47°37'21"W, a distance of 48.87 feet to a point; thence N42°22'39"W, a distance of 263.30 feet to a point; thence N47°37'21"E, a distance of 112.87 feet to the point of curve of a non tangent curve to the left, traveling N86°38'31"E, a chord distance of 42.24 feet with an arc length of 42.27 feet, having a radius of 336.06 feet which is the said POINT OF BEGINNING.

Containing 0.73 acres, more or less.

PHASE IV

Commencing at a point at the north western right-of-way intersection of Chamber of Commerce Drive and Shelter Cove Lane traveling along the southern right-of-way of Shelter Cove Lane S60°37'03"W, a chord distance of 27.76 feet with an arc length of 27.76 feet, having a radius of 544.12 feet to a point; thence S59°09'21"W, a distance of 118.41 feet; to a point marked as the POINT OF BEGINNING.

From said POINT OF BEGINNING traveling S40°50'26"E, a distance of 41.26 feet to a point; thence S59°25'01"E, a distance of 15.98 feet to a point; thence S51°08'18"W, a distance of 41.19 feet to a point; thence S12°10'50"W, a distance of 46.24 feet to a point; thence S41°35'53"E, a distance of 65.71 feet to a point; thence S89°37'47"E, a distance of 32.64 feet to the point of curve of a non tangent curve to the right, traveling S40°10'04"W, a chord distance of 20.30 feet with an arc length of 20.61 feet, having a radius of 34.00 feet to a point; thence S57°32'04"W, a distance of 24.55 feet to a point; thence continue southwesterly along said line, a distance of 29.55 feet to a point, thence along a curve to the right, traveling S81°17'44"W, a chord distance of 27.40 feet with an arc length of 28.20 feet, having a radius of 34.00 feet to a point; thence continue along said curve to the right, traveling N58°44'32"W, a chord distance of 18.97 feet with an arc length of 19.23 feet to a point; thence N42°32'27"W, a distance of 140.72 feet to a point, thence along a curve to the right, traveling N23°11'06"W, a chord distance of 24.86 feet with an arc length of 25.34 feet, having a radius of 37.50 feet to a point; thence N03°49'45"W, a distance of 25.90 feet to the point of curve of a non tangent curve to the left, traveling N71°05'50"E, a chord distance of 139.07 feet with an arc length of 140.08 feet, having a radius of 336.06 feet to a point; thence N59°09'21"E, a distance of 2.28 feet; to a point which is the said POINT OF BEGINNING.

Containing 0.49 acres, more or less.

PHASE V

Commencing at a point at the north western right-of-way intersection of Chamber of Commerce Drive and Shelter Cove Lane traveling along the southern right-of-way of Shelter Cove Lane S60°37'03"W, a chord distance of 27.76 feet with an arc length of 27.76 feet, having a radius of 544.12 feet to a point; thence S59°09'21"W, a distance of 118.41 feet to a point; thence S40°50'26"E, a distance of 41.26 feet to a point; thence S59°25'01"E, a distance of 15.98 feet; to a point marked as the POINT OF BEGINNING.

From said POINT OF BEGINNING traveling S39°33'26"E, a distance of 9.06 feet to a point, thence along a curve to the right, traveling S25°44'42"E, a chord distance of 44.64 feet with an arc length of 45.08 feet, having a radius of 93.50 feet to a point; thence S11°55'58"E, a distance of 54.16 feet to a point, thence along a curve to the right, traveling S05°26'03"W, a chord distance of 20.30 feet with an arc length of 20.61 feet, having a radius of 34.00 feet to a point; thence N89°37'47"W, a distance of 32.64 feet to a point; thence N41°35'53"W, a distance of 65.71 feet to a point; thence N12°10'50"E, a distance of 46.24 feet to a point; thence N51°08'18"E, a distance of 41.19 feet to a point which is the said POINT OF BEGINNING.

Containing 0.14 acres, more or less.

EXHIBIT "F"

**PHASES I and II
Undivided Percentage Interest in the Common Elements
and Liabilities for Common Expenses**

Unit Number	Address	Building	Value of Unit*	Ownership Percentage
1	50 Tradewinds Trace # 1	E	\$585,000	1/15
2	50 Tradewinds Trace # 2	E	\$585,000	1/15
3	50 Tradewinds Trace # 3	E	\$585,000	1/15
4	50 Tradewinds Trace # 4	E	\$585,000	1/15
5	50 Tradewinds Trace # 5	E	\$585,000	1/15
6	50 Tradewinds Trace # 6	E	\$585,000	1/15
7	40 Tradewinds Trace # 1	D	\$585,000	1/15
8	40 Tradewinds Trace # 2	D	\$585,000	1/15
9	40 Tradewinds Trace # 3	D	\$585,000	1/15
10	40 Tradewinds Trace # 4	D	\$585,000	1/15
11	30 Tradewinds Trace # 1	C	\$585,000	1/15
12	30 Tradewinds Trace # 2	C	\$585,000	1/15
13	30 Tradewinds Trace # 3	C	\$585,000	1/15
14	30 Tradewinds Trace # 4	C	\$585,000	1/15
15	30 Tradewinds Trace # 5	C	\$585,000	1/15
TOTAL			\$8,775,000.00	100%

***THESE VALUATIONS ARE FOR PURPOSES OF THE SOUTH CAROLINA HORIZONTAL PROPERTY ACT, AND ARE NOT A GUARANTEE OF THE VALUE OF YOUR UNIT NOR AN INDICATION AS TO THE SALES PRICE OF THE UNIT.**

EXHIBIT "F" (continued)

Phases I, II, and III
Undivided Percentage Interest in the Common Elements
and Liabilities for Common Expenses

Unit Number	Address	Building	Value of Unit*	Ownership Percentage
1	50 Tradewinds Trace # 1	E	\$585,000	1/23
2	50 Tradewinds Trace # 2	E	\$585,000	1/23
3	50 Tradewinds Trace # 3	E	\$585,000	1/23
4	50 Tradewinds Trace # 4	E	\$585,000	1/23
5	50 Tradewinds Trace # 5	F	\$585,000	1/23
6	50 Tradewinds Trace # 6	E	\$585,000	1/23
7	40 Tradewinds Trace # 1	D	\$585,000	1/23
8	40 Tradewinds Trace # 2	D	\$585,000	1/23
9	40 Tradewinds Trace # 3	D	\$585,000	1/23
10	40 Tradewinds Trace # 4	D	\$585,000	1/23
11	30 Tradewinds Trace # 1	C	\$585,000	1/23
12	30 Tradewinds Trace # 2	C	\$585,000	1/23
13	30 Tradewinds Trace # 3	C	\$585,000	1/23
14	30 Tradewinds Trace # 4	C	\$585,000	1/23
15	30 Tradewinds Trace # 5	C	\$585,000	1/23
16	20 Tradewinds Trace # 1	B	\$585,000	1/23
17	20 Tradewinds Trace # 2	B	\$585,000	1/23
18	20 Tradewinds Trace # 3	B	\$585,000	1/23
19	20 Tradewinds Trace # 4	B	\$585,000	1/23
20	10 Tradewinds Trace # 1	A	\$585,000	1/23
21	10 Tradewinds Trace # 2	A	\$585,000	1/23
22	10 Tradewinds Trace # 3	A	\$585,000	1/23
23	10 Tradewinds Trace # 4	A	\$585,000	1/23
TOTAL			\$13,455,000.00	100%

***THESE VALUATIONS ARE FOR PURPOSES OF THE SOUTH CAROLINA HORIZONTAL PROPERTY ACT, AND ARE NOT A GUARANTEE OF THE VALUE OF YOUR UNIT NOR AN INDICATION AS TO THE SALES PRICE OF THE UNIT.**

EXHIBIT "F" (continued)

Phases I, II, III and IV
Undivided Percentage Interest in the Common Elements
and Liabilities for Common Expenses

Unit Number	Address	Building	Value of Unit*	Ownership Percentage
1	50 Tradewinds Trace # 1	E	\$585,000	1/28
2	50 Tradewinds Trace # 2	E	\$585,000	1/28
3	50 Tradewinds Trace # 3	E	\$585,000	1/28
4	50 Tradewinds Trace # 4	E	\$585,000	1/28
5	50 Tradewinds Trace # 5	E	\$585,000	1/28
6	50 Tradewinds Trace # 6	E	\$585,000	1/28
7	40 Tradewinds Trace # 1	D	\$585,000	1/28
8	40 Tradewinds Trace # 2	D	\$585,000	1/28
9	40 Tradewinds Trace # 3	D	\$585,000	1/28
10	40 Tradewinds Trace # 4	D	\$585,000	1/28
11	30 Tradewinds Trace # 1	C	\$585,000	1/28
12	30 Tradewinds Trace # 2	C	\$585,000	1/28
13	30 Tradewinds Trace # 3	C	\$585,000	1/28
14	30 Tradewinds Trace # 4	C	\$585,000	1/28
15	30 Tradewinds Trace # 5	C	\$585,000	1/28
16	20 Tradewinds Trace # 1	B	\$585,000	1/28
17	20 Tradewinds Trace # 2	B	\$585,000	1/28
18	20 Tradewinds Trace # 3	B	\$585,000	1/28
19	20 Tradewinds Trace # 4	B	\$585,000	1/28
20	10 Tradewinds Trace # 1	A	\$585,000	1/28
21	10 Tradewinds Trace # 2	A	\$585,000	1/28
22	10 Tradewinds Trace # 3	A	\$585,000	1/28
23	10 Tradewinds Trace # 4	A	\$585,000	1/28
24	15 Tradewinds Trace # 1	F	\$585,000	1/28
25	15 Tradewinds Trace # 2	F	\$585,000	1/28
26	15 Tradewinds Trace # 3	F	\$585,000	1/28
27	15 Tradewinds Trace # 4	F	\$585,000	1/28
28	15 Tradewinds Trace # 5	F	\$585,000	1/28
TOTAL			\$16,380,000	100%

***THESE VALUATIONS ARE FOR PURPOSES OF THE SOUTH CAROLINA HORIZONTAL PROPERTY ACT, AND ARE NOT A GUARANTEE OF THE VALUE OF YOUR UNIT NOR AN INDICATION AS TO THE SALES PRICE OF THE UNIT.**

EXHIBIT "F" (continued)

**Phases I, II, III, IV and V (no additional Units added)
Undivided Percentage Interest in the Common Elements
and Liabilities for Common Expenses**

Unit Number	Address	Building	Value of Unit*	Ownership Percentage
1	50 Tradewinds Trace # 1	E	\$585,000	1/28
2	50 Tradewinds Trace # 2	E	\$585,000	1/28
3	50 Tradewinds Trace # 3	E	\$585,000	1/28
4	50 Tradewinds Trace # 4	E	\$585,000	1/28
5	50 Tradewinds Trace # 5	E	\$585,000	1/28
6	50 Tradewinds Trace # 6	E	\$585,000	1/28
7	40 Tradewinds Trace # 1	D	\$585,000	1/28
8	40 Tradewinds Trace # 2	D	\$585,000	1/28
9	40 Tradewinds Trace # 3	D	\$585,000	1/28
10	40 Tradewinds Trace # 4	D	\$585,000	1/28
11	30 Tradewinds Trace # 1	C	\$585,000	1/28
12	30 Tradewinds Trace # 2	C	\$585,000	1/28
13	30 Tradewinds Trace # 3	C	\$585,000	1/28
14	30 Tradewinds Trace # 4	C	\$585,000	1/28
15	30 Tradewinds Trace # 5	C	\$585,000	1/28
16	20 Tradewinds Trace # 1	B	\$585,000	1/28
17	20 Tradewinds Trace # 2	B	\$585,000	1/28
18	20 Tradewinds Trace # 3	B	\$585,000	1/28
19	20 Tradewinds Trace # 4	B	\$585,000	1/28
20	10 Tradewinds Trace # 1	A	\$585,000	1/28
21	10 Tradewinds Trace # 2	A	\$585,000	1/28
22	10 Tradewinds Trace # 3	A	\$585,000	1/28
23	10 Tradewinds Trace # 4	A	\$585,000	1/28
24	15 Tradewinds Trace # 1	F	\$585,000	1/28
25	15 Tradewinds Trace # 2	F	\$585,000	1/28
26	15 Tradewinds Trace # 3	F	\$585,000	1/28
27	15 Tradewinds Trace # 4	F	\$585,000	1/28
28	15 Tradewinds Trace # 5	F	\$585,000	1/28
TOTAL			\$16,380,000	100%

***THESE VALUATIONS ARE FOR PURPOSES OF THE SOUTH CAROLINA HORIZONTAL PROPERTY ACT, AND ARE NOT A GUARANTEE OF THE VALUE OF YOUR UNIT NOR AN INDICATION AS TO THE SALES PRICE OF THE UNIT.**