

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

) MASTER DEED FOR
) PELICAN COVE
) HORIZONTAL PROPERTY REGIME

ARTICLE I

Identification

1.1 Name of Regime. The name of the horizontal property regime created and established by this Master Deed pursuant to Section 27-31-10 et seq of the Code of Laws of South Carolina, as amended (Horizontal Property Act) is PELICAN COVE HORIZONTAL PROPERTY REGIME (the "Regime"). The regime consists of the land described in Section 2.1, the Buildings described in Section 2.2, the Units described in Section 2.3, the general common elements described in Section 2.4 and the limited common elements described in Section 2.5.

1.2 Identification of Owner. Ernest A. Chandler, ("the Declarant"), is the fee simple owners of the real estate herein described.

1.3 Exhibits. Attached to this Master Deed are various plot plans and floor plans, which are marked as exhibits and which are to be regarded as integral parts of this Master Deed.

1.4 Pelican Cove Owners' Association. The Pelican Cove Owners' Association ("the Association") consists of all persons that own Units in the Regime. The Association is charged with maintaining and repairing the general and limited common elements in the Regime and with the administration of the Regime's affairs. The Association shall be governed by this Master Deed and the By-Laws marked Exhibit "A".

ARTICLE II

Description

2.1 Description of Land. The Land being submitted to the Regime created and established by this Master Deed is described as follows:

ALL that certain lot, piece or parcel of land, situate, lying and being in Creek Point Subdivision, James Island, County of Charleston, State of South Carolina, known and designated as Lot 10, Block A, Creek Point Subdivision, on a plat made by John Martin Saboe entitled "PLAT OF LOT 30, BLOCK B, AND LOT 10, BLOCK A, CREEK POINT, JAMES ISLAND, CHARLESTON COUNTY, S.C.", dated

December 12, 1983, and recorded April 13, 1984, in Plat Book AZ, page 164, in the R.M.C. Office for Charleston County.

ALSO

ALL those certain lots, pieces or parcels of land, situate, lying and being in Creek Point Subdivision, James Island, County of Charleston, State of South Carolina, known and designated as Lot 11-17, Block A, Creek Point Subdivision, on a plat made by John Martin Saboe, P.E. and L.S., entitled "PLAT OF LOTS 11 THRU 27, BLOCK A, LOTS 31 THRU 34, BLOCK B, CREEK POINT, CITY OF CHARLESTON, JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA", dated July 13, 1984, and recorded August 21, 1984, in Plat Book BB, page 32, in the R.M.C. Office for Charleston County.

2.2 Description of Buildings. The Buildings which form a part of the Regime created and established by this Master Deed have such size and location as are shown on the plot plan marked as Exhibit "B". As indicated on Exhibit "B", there will be eight (8) buildings on the land. Each building will contain four (4) single-family residential units. The planned location, within reasonable construction tolerances, of the buildings and other improvements is shown on Exhibit "B". Should any buildings or other improvements be located other than as shown on Exhibit "B", Declarant reserves the right to amend said Exhibit. The buildings are numbered as follows: 21, 23, 25, 27, 29, 31, 33, and 35, Building # 21 being to the left approximately 952.38 feet from the intersection of Anderson Avenue and Brockman Drive.

All buildings are, or will be, within reasonable construction tolerances, indential. The buildings' exteriors are as shown, within reasonable construction tolerances, on the model elevations marked as Exhibit "C".

2.3 General Description of Unit. The Units are those portions of the Regime designated for separate ownership. Each Unit has such dimensions and area as are shown in the model floor plans marked Exhibit "C". Upon completion there will be thirty-two (32) units contained in the buildings. Each unit is of a configuration designated as Model Type A or B. There will be sixteen (16) Model Type A Units and sixteen (16) Model Type B Units. The Model Type A Units are or will be within reasonable construction tolerances, indential and are two-level townhouse Units (first and second floors). These Units comprise the inner Units

of each building. The Model Type B Units are or will be within reasonable construction tolerances, identical and are two-level townhouse Units (first and second floors). These Units comprise the outer Units of each building.

The vertical boundaries of the Units are the unfinished inner surface of the perimeter walls as shown on the floor plans and the horizontal boundaries are the unfinished inner surfaces of the ceilings and floors. Any limited or general common elements located within the boundaries are not part of the Unit. Subject to the preceding sentence, all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tile, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are part of the Unit. Exhibit "D" indicates a breakdown of the Units contained in each building with their designated Unit number and model type. The first digit of each number indicates the building number and the last digit (being a letter) of each Unit number indicates its location within the building with Unit "A" being the Unit to the extreme right and Unit "D" being the Unit to the extreme left.

2.4 Description of General Common Elements. The general common elements consist of the Land described in Section 2.1, the foundations, roof, exterior siding, facial sheathing and flashing, yards, gardens, parking areas, walkways, compressor platforms, downspouts, gutters, garbage enclosures, outside lighting, storm drainage, water and sanitary sewer and irrigation lines and equipment. Insofar as possible, the general common elements are shown graphically and described in detail on the plot plans and on the floor plans.

If any chute, flue, duct, wire, conduit, load bearing wall, bearing column, or any other fixtures lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving more than one Unit or the general common elements is a part of the general common elements.

2.5 Description of Limited Common Elements. Any attic, shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, compressors, and all exterior doors and windows or other fixtures designed to serve one or more but less than all Units, are limited common elements allocated exclusively to such Unit or Units.

If any chute, flue, duct, wire, conduit, load bearing wall, bearing column, or any other fixtures lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a limited common element allocated solely to that Unit. Insofar as possible, the limited common elements are shown graphically and described in detail in words and figures in the plot and floor plans.

ARTICLE III

Assigned Value and Unit Vote

3.1 Unit and Property Value. Exhibit "D" attached hereto shows the value assigned to each Unit as of the date this Deed is recorded and the percentage of undivided interest in the Common Area and Facilities and Limited Common Area and Facilities appurtenant to such Unit for all purposes. The percentage interest set out therein represents the values of each unit in proportion to the total value of the property. For the purpose of this interest and the Act, the total value of the Property herein is One Million Seven Hundred Sixty Thousand and no/100ths (\$1,760,000.00) Dollars. The stated individual value of each unit indicated on Exhibit "D" shall not be deemed to establish or limit the price for which the property or any Unit may be sold or exchanged and shall not prevent each owner from fixing a different circumstantial value to his Unit in all sorts of acts and contracts. These percentage interests, as the same may be amended pursuant to Article 7 of this Master Deed shall be applicable whenever this Master Deed, the By-Laws or any Exhibit to this Master Deed refers to the percentage interests of Unit owners.

ARTICLE IV

Unit Owner's Rights and Obligations

4.1 Use of Unit and Common Element. Subject to this Master Deed and By-Laws, the Unit owner shall have an undivided ownership interest according to his percentage interest in the limited and general common elements; the exclusive right to use his Unit; the exclusive right with that of other, but not all, Unit owners to use the limited common elements allocated to such Unit owners; and the non-exclusive right with that of other Unit owners to use all general common elements in accordance with the purposes for which they are intended.

4.2 Compliance with Rules, Regulations; Enforcement. Each Unit owner shall comply strictly with the By-Laws and with the administrative rules and regulations adopted pursuant thereto and with the covenants, conditions and restrictions contained in this Master Deed or the deed to his Unit. Each Unit owner shall have a right of action against other Unit owners or the Association as the case may be, to enforce compliance by either of them with the above By-Laws, rules, regulations, and restrictions.

4.3 Common Expense Liability. The Unit owners are bound to contribute pro rata according to their percentage interest toward the expenses of administration of the property constituted into the Regime and toward the expenses of maintenance and repair of the general common elements. Expenses for the maintenance and repair of limited common elements shall be assessed against those Units to which those elements have been allocated.

4.4 Voting Rights. In all matters on which the Association takes action pursuant to its By-Laws, each Unit owner shall have a vote equal to his percentage interest.

4.5 Use Restrictions of Units. The use of the Property shall be subject to the following restrictions:

1. All Units shall be used for residential purposes only; provided, however, until such time as Declarant no longer owns any Unit, Declarant may use one or more Units as a "sales model". Subsequent to that time, no Unit shall be used by anyone, including the Owner, as a "sales model", "open house", or "sales office". This shall not, however, restrict any Owner or his agent from reasonable access to his Unit for the purpose of showing the Unit to prospective purchasers.
2. No Unit Owner shall create or permit excessive noise, smoke, or offensive odors; or any nuisance or unreasonably interfere with the use and enjoyment of the Property by any other person entitled to the same. No person shall maintain on the property and no Owner shall permit within his Unit any condition which is unreasonably hazardous to the life, health or property of any other person.
3. No residents of the Property shall post any advertisements or posters of any kind in or on the Property except as authorized by the Association.
4. Hanging garments, rugs, or similar objects from the windows or any of the facades of the Property, or on any of the Common Elements is prohibited.

5. Throwing of garbage or trash outside the disposal installation provided for such purposes in the service areas is prohibited.
6. No boats or trailers of any type shall be kept on the Common Elements except in the areas designated for same by the Board.
7. No Owner shall maintain or permit large animals to be kept in his Unit and no animals whatsoever will be allowed on the Common Elements unless on a leash and accompanied by a person of discretion. The maximum number of pets per unit shall be two (2).
8. No Owner shall place or permit to be placed anything or object whatsoever on the Common Elements without prior permission of the Association. This prohibition includes but is not limited to potted plants and/or shrubs, flower beds, etc. The Common Element shall also be kept clean of any other obstruction such as bicycles, tricycles, boxes, etc.
9. No outside radio or television antennas shall be placed or erected on the Common Elements without permission of the Board.
10. Vehicles belonging to an Owner or to a member of his family, or guest, tenant or employee of Owner shall be parked only in designated parking areas. No vehicle which cannot operate on its own power shall remain in the Regime property for more than twenty-four (24) hours, and no repair of vehicles shall be made within the Regime property. No vehicles larger than one-half (1/2) ton shall be permitted.

4.6 Alteration of Units. An apartment owner:

- (a) May make any improvements or alterations to his Unit that do not impair the structural integrity or mechanical system or lessen the support, of any portion of the Regime.
- (b) May not change the appearance of the limited and general common elements or the exterior appearance of an Unit or any portion of the Regime and may not install any interior window dressing visible from the exterior unless such has a white or beige liner without permission of the Association.
- (c) After acquiring an adjoining Unit, only with written approval of Declarant, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is limited or general commons element, if those acts do not impair the structural integrity or mechanical

systems or lessen the support of, any portion of the Regime. Removal of partitions or creation of apertures under this paragraph is not an alteration of the Unit's boundaries.

(d) May not engage in time sharing or other subdivision of the Unit in any manner.

4.7 Easement for Encroachments. To the extent that any Unit or general and limited common element encroaches on any other Unit or general and limited common element, or if any such encroachment shall occur as a result of (a) the settling or shifting of the land or improvements; (b) the repair alteration, construction or reconstruction of the Common Elements made by or with the consent of the Association; (c) the repair or construction of a Unit following damage by a fire or other casualty; or (d) condemnation or eminent domain proceedings, a valid easement for such encroachment exists. The easement does not relieve a Unit owner of liability in case of his willful misconduct, nor relieve the Declarant or any contractor, subcontractor or material man of liability for failure to adhere to the plots and plans.

4.8 Easements Appurtenant to Unit Ownership. The Association shall have easements in common with all Unit owners. Each Unit owner shall have an appurtenant easement in common with all other Unit owners to use all pipe, wires, ducts, cables, conduits, utility lines, columns, supporting and sheltering structural members, and other like facilities located in any of the other Units or in the general common elements and serving his Unit. Each Unit and the general common elements shall be subject to an appurtenant easement in favor of other Unit owners to use the pipes, ducts, cables, wires, conduits, utility lines, sewer lines and other facilities serving other Units or the general common elements and located in each such Unit. In addition, each Unit shall be subject to and shall have such appurtenant easements of support and shelter from and over such other Units and the general common elements as may be necessary for the quiet enjoyment of such Unit.

ARTICLE V

Association's Rights and Obligations

5.1 Access to Units. The Association has the irrevocable right to have access to each Unit from time to time during reasonable hours as may be

necessary for the maintenance, repair, or replacement of all general and limited common elements therein, or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the general and limited common elements onto another Unit or Units. This right to be exercised by the system of administration as specified by the By-Laws.

5.2 Easements for Maintenance and Operations. The Association has the right to grant permits, licenses, and easements over the common areas for utilities, cable T.V., roads, and other purposes reasonably necessary for the proper maintenance or operation of the Regime.

5.3 Administration of Units. The care, upkeep and surveillance of the general and limited common elements of the Regime shall be administered by the Association according to its By-Laws. The system of administration adopted by the By-Laws may be modified at any time by the vote of the Unit owners representing two-thirds of all the percentage interests, but such modification shall not be operative until recorded in the same office as this Master Deed. The By-Laws, however, may not be amended during the period of Declarant's special rights under Article VI, unless the Declarant consents.

5.4 Contracts. The Association, prior to passage of control by the Declarant to the Board of Directors, shall not be bound either directly or indirectly to contracts or leases (including a management contract) unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control, upon not more than ninety (90) days notice to the other party thereto.

5.5 Enforcement of Agreements. The Association shall have a right of action against any Unit owner to enforce compliance with the By-Laws and with the administrative rules and regulations adopted pursuant thereto and with the covenants, conditions and restrictions contained in this Master Deed and or the deed to his Unit.

5.6 Assessments-Levys and Collection. The Board of the Association shall have the authority and duty to levy and enforce the collection of general and special assessments for common limited common expenses. The Board shall provide for adequate remedies for failure to pay such assessments. Assessments against any unit, with interest, costs and reasonable attorney's fees shall become a lien upon such unit if not paid when due. Each assessment against a

unit shall be the personal obligation of the owner at the time the assessments falls due. The Purchaser of a unit (other than as provided in Section 7.1) shall be jointly and severally liable with the seller for the amounts owing for assessments up to the time of conveyance, without prejudice to the purchaser's right to recover from the other party the amounts paid by him as such joint debtor. The Association shall provide and issue to any purchaser, upon his request, a statement of such amounts due by the seller and the purchaser's liability under this section shall be limited to the amount as set forth in the statement.

ARTICLE VI

Declarant's Rights and Obligations

6.1 Reservation of Right to Add Phase. The Declarant hereby reserves unto itself, its successors and assigns, the following options to be exercised at its discretion, no later than five (5) years from the date hereof, to wit:

- a) to annex additional land adjacent to the land submitted to the Regime created and established by this Master Deed and to develop thereon and submit to Condominium Ownership one additional phase consisting of a maximum number of twenty-eight (28) units;
- b) to change or modify this document, its exhibits, and subsequent contingent documents and their exhibits as required for submission of the additional phase to Condominium Ownership; provided, however, Declarant shall adhere to the general scheme of development as set forth in Exhibits "B" and "C". The Condominium Unit Owners, by purchasing and accepting a Unit of the Regime, hereby acknowledge that further phase construction and dedication by Declarant shall diminish the percentage ownership in the common property as set forth in Exhibit D.

The Declarant shall add the additional Phase to the provisions hereof by filing of record an appropriate document signed by the Declarant and referencing this Master Deed. Upon the proper recordation, the added Phase shall become an integral portion hereof as provided by the laws of this State and by this document.

6.2 Declarant Owner of All Units Created. The Declarant shall be the owner of all Units hereby created.

6.3 Easement to Facilitate Sales. All Units in the Common Element shall be subject to an easement in favor of the Declarant to facilitate sales and for

the purpose of facilitating construction of the Units. The Declarant shall have the right to use any Unit as models, management offices or sales offices for so long as the Declarant owns any Unit.

6.4 Easement Reservation. The Declarant reserves an easement, including a construction easement, through general and limited common elements as may be reasonably necessary for the purpose of renovating units.

6.5 Association of Co-Owners; Control of Board of Directors. Subject to the remainder of this Paragraph, the Declarant may appoint and remove members of the Board of Directors of the Association ("Board") for a period not exceeding five years from the date of the first conveyance of a Unit to a person other than the Declarant. The period of Declarant control terminates no later than one hundred twenty (120) days after conveyance of seventy-five (75%) percent of the Units to Unit owners other than the Declarant. The Declarant may voluntarily surrender the right to appoint and remove members of the Board before termination of that time period. Not later than sixty (60) days after conveyance of twenty-five (25%) percent of Units to Unit owners other than the Declarant, not less than twenty-five (25%) percent of the Board shall be elected by Unit owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty (50%) percent of the Units to Unit owners other than the Declarant, not less than thirty-three and one-third (33 1/3%) percent of the Board shall be elected by Unit owners other than the Declarant. In determining whether the period of Declarant control was terminated or whether Unit owners other than the Declarant are entitled to elect members of the Board, the percentage of the Units conveyed shall be calculated as if all of the Units the Declarant has built or retains on unexpired reservation of the right to build in this Master Deed were included in the Regime.

ARTICLE VII

Rights and Obligations of Mortgagees

7.1 Assessments. Unpaid assessments for the share of limited common expenses or special assessments to any apartment shall constitute a lien on such apartment prior to all other liens except only (i) tax liens on the apartment in favor of any assessing units, and (ii) mortgage and other liens duly recorded encumbering the apartment. Any such mortgagee obtaining title to a Unit

pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid assessments which accrue prior to the acquisition of title to such Unit by Mortgagee. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all the apartment owners, including such acquirer, his successors and assigns. Any Mortgagee taking title by Deed in lieu of foreclosure or purchasing at any foreclosure shall be liable for the lien of all assessments made after the date of such sale or taking of Deed in lieu of foreclosure.

7.2 Notices. In addition to any other notices required to be given by the Association to holders of first mortgage liens on Units, the following notices shall be provided to all such mortgagees to which the Association has written notice:

(a) Written notice at least thirty (30) days prior to the effective date of any amendment to the Master Deed or the By-Laws.

(b) Written notice of any default by any owner whose Unit is subject to a mortgage lien, given to such lien holder, of any obligation of such owner provided for in the Master Deed or the By-Laws on which default is not cured within sixty (60) days after the same shall occur.

(c) Written notice at least sixty (60) days prior to the effective date of any decision by the Association to terminate the then current management contract and to assume self-management of the affairs of the Association. Any such action shall not become effective if objected to in writing by such mortgagees of record receiving notice holding mortgage liens on Units whose value represents seventy-five (75%) percent of the aggregate of all Units then subject to first mortgages of record.

(d) Written notice to mortgagees of record of substantial damage or destruction to the Building or condemnation loss which affects the Regime, and written notice of damage or destruction of any Unit subject to a mortgage lien to such lien holder.

(e) Written notice to mortgagees of any taking or threatened taking of all or part of the land submitted to the Regime by any governmental authority pursuant to condemnation on the power or eminent domain, and written notice of any such taking or threatened taking of any Unit subject to a mortgage lien to such lien holder.

(f) Written notice to mortgagees of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(g) Written notice to Mortgagees of any proposed action which would require the consent of a specified percentage of mortgage holders.

7.3 Financial Statements. The Association shall allow any mortgage holder to have an audited financial statement for the preceding fiscal year prepared at the expense of such mortgage holder.

ARTICLE VIII

Eminent Domain

8.1 Units Acquired. If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Master Deed, the award must compensate the Unit owner for his apartment and its general and limited common element interest, whether or not any general or limited common element interest is acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire general and limited common element interest, votes in the Association and common expense liability are automatically reallocated to the remaining Units in proportion to the respective interests, votes, and liabilities of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to this Master Deed reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection is thereafter a general and limited common element.

8.2 Part of Unit Acquired. Except as provided in Subsection 8.1, if part of a Unit is acquired by eminent domain, the award must compensate the Unit owner for the reduction of value of the Unit and its common element interest. Upon acquisition, (1) that Unit's limited and general common element percentage interest, votes in the Association, and common expense liability are reduced in proportion to the reduction in size of the Unit, and (2) the portion of limited and general common element interest, votes, and common expense liability are automatically reallocated to the remaining Units in proportion to the respective interests, votes, and liabilities of those Units before the taking, and the

Association shall promptly prepare, execute, and record an amendment to this Master Deed reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection is thereafter a general and limited common element.

8.2 Part of Common Elements Acquired. If part of the common elements is acquired by eminent domain, the award must be paid to the Association. The Association shall divide any portion of the award not used for any restoration or repair of the remaining limited and general common elements among the Unit owners in proportion to their respective limited and general common element percentage interests before the taking, but the portion of the award must be equally divided among the owners of the Units to which that limited common element was allocated at the time of the acquisition, or in any manner the Master Deed provides. Notwithstanding the foregoing, nothing in this Article XIII shall be construed to affect in any way the rights of any mortgagee holding a valid and subsisting security interest in all or any part of the subject Horizontal Property Regime to any awards generated by a condemnation or taking, pursuant to the power of eminent domain, as established by its respective mortgage or other agreement with the owner of the property encumbered by the security interest.

ARTICLE IX

Insurance

9.1 Hazard Insurance. The Association shall insure the Condominium Property against loss or damage due to fire, lightning, windstorm, hail, flood, and earthquake, in the amount equal to the maximum insurable replacement value of the Condominium Property as determined by its annual appraisal. The Association shall have the authority also to insure against such other hazards and risks as it may deem desirable for protection of the Condominium Property. All hazard insurance shall cover the entire Condominium Property, exclusive only of the contents and furnishings of the individual Units.

All hazard insurance policies obtained by the Association shall designate the Association as the loss payee and as the Insurance Trustee for the benefit of all Unit Owners and their mortgagees collectively, as their respective interests may appear. In the event of loss or damage, all insurance proceeds

shall be paid to the Association as Insurance Trustee under the provisions of this Master Deed, or to its substitute as hereinafter provided in Section 9.5.

All hazard insurance policies obtained by the Association shall provide for the issuances of Certificates of Insurance to each Unit Owner. Each Certificate shall evidence the issuance of the Master Policy and shall indicate the amount of insurance covering the building within which the respective Unit is located. If a Unit is mortgaged, a Certificate of Insurance shall be issued to the mortgagee bearing a standard mortgagee endorsement, if requested.

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

9.2 Public Liability Insurance. The Association shall obtain comprehensive public insurance with limits and provisions as it deems desirable and as may be obtainable. All such policies shall contain severability of interest clauses or endorsements extending coverage to liabilities of the Association to an individual Unit Owner and to liabilities of one Unit Owner to another Unit Owner.

9.3 Premium. All premiums upon insurance policies purchased by the Association shall be assessed as Common Expenses and paid by the Association.

9.4 Insurance by Unit Owner. Each Unit Owner shall be responsible for obtaining, at his sole expense, insurance covering the personal property, decorations, and furnishings within his own Unit and the additions and improvements made by him to the Unit. Each Unit Owner shall be responsible for obtaining, at his own expense, insurance covering his liability for the safety of the premises within his Unit. All such insurance policies shall include, however, provisions waiving (i) any right of the insurer to subrogation to claims against the Association and against individual Unit Owners, as well as their agents, servants, employees, and guest; and (ii) any right of the insurer to contribution or pro-rata because of the master hazard policy.

9.5 Substitution of Insurance Trustee. The Association, in its discretion, may decline to serve as Insurance Trustee and may appoint in its place any financial institution which is qualified and willing to act as Trustee and which

also has offices in Charleston County, South Carolina. Any substitute Insurance Trustee appointed by the Association shall succeed to all of the powers and responsibilities vested in the Association as Insurance Trustee under the terms of this Master Deed.

9.6 Repair. Any portion of the Regime insured under Section 9.1 and damaged or destroyed shall be repaired or replaced promptly by the Council unless (a) the Regime is terminated, (b) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (c) more than two-thirds (2/3) of the property constituting the Regime has been destroyed or substantially damaged. If more than two-thirds (2/3) of the property constituting the Regime has been destroyed or substantially damaged, unless otherwise unanimously by the Unit owners, the property shall not be repaired or replaced and the insurance proceeds received shall be distributed jointly to the Unit owners and their mortgagees jointly in proportion to their respective interests in the Regime, except that proceeds, if any, relating to furnishings, improvements, betterments, and personal property placed or installed in a Unit by a Unit owner shall be distributed to such Unit owner and his mortgagee, as their interests may appear.

The cost of repair or replacement in excess of insurance proceeds and reserves is a general common expense. If the entire Regime is not repaired or replaced, (a) the insurance proceeds attributable to the damaged limited and general common elements shall be used to restore the damaged area to a condition compatible with the remainder of the Regime, (b) the insurance proceeds attributable to Units and limited common elements which are not rebuilt shall be distributed to the owners of those Units, to which those limited common elements were assigned, and to any bona fide mortgagees holding valid and subsisting security interests encumbering any such Units and limited common elements, as their interests may appear, and (c) the remainder of the proceeds shall be distributed to all the Unit owners in proportion to their percentage interest and to any bona fide mortgagees holding a valid and subsisting security interests in all or any part of the subject Horizontal Property Regime, as their interest may appear. If the Unit owners vote not to rebuild any Unit, that Unit's entire percentage interest is automatically reallocated upon the vote as if the Unit had been condemned, and the Council promptly shall prepare, execute, and record an amendment to the declaration reflecting the reallocations.

ARTICLE X

Termination and Partition of Regime

10.1 Casualty or Condemnation. If two thirds (2/3) or more of the condominium property is substantially destroyed or taken by condemnation, the condominium property may be removed from the provisions of this Master Deed and the Horizontal Property Act in accordance with Article 9.6.

10.2 Voluntary Termination. This horizontal property regime may also be terminated, removing the condominium property from the provisions of this Master Deed and the Horizontal Property Act, if the record owners of title to the Units and the record owners of mortgages upon the units agree in writing to termination unanimously or in such percentage as may then be required for termination by the Horizontal Property Act. Termination shall become effective upon recordation of such written instruments duly executed by the requisite number of unit owners and mortgagees.

10.3 Ownership after termination. After termination of this Horizontal Property Regime, the unit owners shall own the condominium property as tenants in common in undivided shares and the holder of mortgages and liens upon the units shall have the mortgages and liens upon the respective undivided common interest of the unit owners. The undivided share of each tenant in common shall be the same as his undivided interest in the common elements prior to termination. Any asset of this association, any funds held by the Board and any insurance proceeds shall also be the property of the tenants in commons in the same undivided share as their interest in Common Elements prior to termination. The costs incurred by the Board in connection with termination shall be considered a common expense.

10.4 Partition. After termination, the condominium property shall be subject to an action for partition by any tenant in common or any lienor, in which event the net proceeds from the judicial sale shall be divided among all tenants in common in proportion to their respective interest in the common elements and paid to each tenant in common and mortgagee.

ARTICLE XI

Amendments to Master Deed

11.1 General Amendments. Except as limited by Section 11.2, the Master Deed including the plots and plans may be amended only by vote in agreement of

Unit owners of Units with at least sixty-seven (67%) percent of the percentage interests. No action to challenge the validity of an amendment adopted pursuant to this section may be brought more than one year after the amendment is recorded, provided, however, that with the exception of Amendments executed by the Declarant pursuant to Article VI, hereof, no amendment shall have any material affect upon the rights of any bona fide mortgagee holding a valid and subsisting security interest in all or any part of the subject Horizontal Property Regime, until the written consent of the mortgagee to the amendment has been obtained.

11.2 Limitations. Except to the extent expressly permitted by this Master Deed, no amendment may alter special Declarant rights set forth in Article VI, increase the number of Units or change the boundaries of any Unit, or alter general or limited common elements, or change the percentage interest allocated to a Unit or the use to which a Unit is restricted, in the absence of the unanimous consent of the Unit owners, including the Declarant, if affected by the amendment, but not a Unit owner at the time an amendment is adopted.

ARTICLE XII

Miscellaneous

11.1 Captions. The captions contained in this Master Deed and By-Laws are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Master Deed and By-Laws nor the intent of any provision thereof.

11.2 Gender. The use of the masculine gender shall be deemed to refer to the feminine and neuter gender and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context of the Master Deed and By-Laws so require.

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

11.4 Invalidity. The invalidity of any provision of the Master Deed and By-Laws shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other

provisions of the Master Deed and By-Laws shall continue in full force and effect.

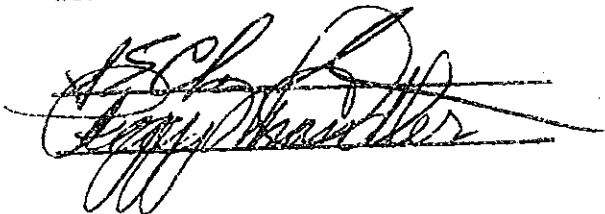
11.5 Conflict. The Master Deed and By-Laws are intended to comply with the requirements of all applicable laws. In the event of any conflict between the Master Deed and By-Laws and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Master Deed and the By-Laws, this Master Deed shall control.

11.6 Management Agreement. The Association may employ a managing agent, managing company, or manager to whom it may delegate such duties and responsibilities as it may deem appropriate. The Board of Directors shall have the authority to formulate the terms and conditions of any Management Agreement and all matters related thereto. Any such Agreement may not exceed three (3) years and must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice. Each owner by acquiring or holding an interest in any Condominium Unit thereby agrees to be bound by the terms and conditions of such agreements entered into by the Board of Directors on behalf of the Association.

11.7 Books and Records. The Association shall make available to unit owners and lenders and to holders, insurers or guarantors of any first mortgage, current copies of the Master Deed, By-Laws, other rules concerning the Project, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

IN WITNESS WHEREOF, the parties hereto have set their Hands and Seals this 7th day of March, 1985.

WITNESSES:



DECLARANT:

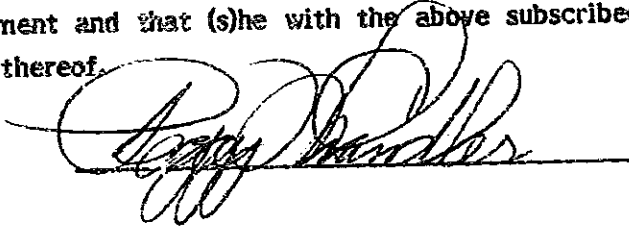


Ernest A. Chandler

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

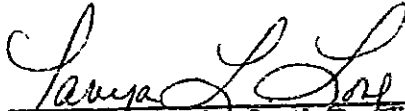
PROBATE

PERSONALLY APPEARED the undersigned witness and made oath that (s)he saw the within named Ernest A. Chandler, sign, seal and as his act and deed deliver the within instrument and that (s)he with the above subscribed witness witnesses the execution thereof.



SWORN to before me this

7th day of March, 1985.

 (L.S.)
Notary Public for South Carolina
My Commission Expires 12/1/88

**EXHIBIT D
TO MASTER DEED OF
PELICAN COVE HORIZONTAL PROPERTY REGIME**

<u>Building</u>	<u>Unit No.</u>	<u>Model Type</u>	<u>Value</u>	<u>Interest</u>
21	21A	B	56,000	3.18
21	21B	A	54,000	3.07
21	21C	A	54,000	3.07
21	21D	B	56,000	3.18
23	23A	B	56,000	3.18
23	23B	A	54,000	3.07
23	23C	A	54,000	3.07
23	23D	B	56,000	3.18
25	25A	B	56,000	3.18
25	25B	A	54,000	3.07
25	25C	A	54,000	3.07
25	25D	B	56,000	3.18
27	27A	B	56,000	3.18
27	27B	A	54,000	3.07
27	27C	A	54,000	3.07
27	27D	B	56,000	3.18
29	29A	B	56,000	3.18
29	29B	A	54,000	3.07
29	29C	A	54,000	3.07
29	29D	B	56,000	3.18
31	31A	B	56,000	3.28
31	31B	A	54,000	3.07
31	31C	A	54,000	3.07
31	31D	B	56,000	3.18
33	33A	B	56,000	3.18
33	33B	A	54,000	3.07
33	33C	A	54,000	3.07
33	33D	B	56,000	3.18
35	35A	B	56,000	3.18
35	35B	A	54,000	3.07
35	35C	A	54,000	3.07
35	35D	B	56,000	3.18
			<u>\$1,760,000.00</u>	<u>100.00%</u>

**BY-LAWS
FOR
PELICAN COVE
ASSOCIATION OF CO-OWNERS, INC.**

ARTICLE I

Form of Administration

The care, upkeep and surveillance of the property which constitutes the Pelican Cove Horizontal Property Regime ("the Regime"), including its general or limited common elements and services, shall be administered by an incorporated association of owners of the Units, known as Pelican Cove Owners Association ("the Association").

ARTICLE II

Membership and Application

- 2.1 **By-Laws Applicability.** The provisions of these By-Laws are applicable to the property and Regime.
- 2.2 **Personal Application.** All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the property in any manner, are subject to the regulations set forth in these By-Laws and in the Master Deed establishing said regime for the purpose of this document, and "owner" is defined and shall mean owner or owners of an individual unit within the Regime as defined in the Master Deed. The mere acquisition or rental of any of the units as defined in the Master Deed of the property or the mere act of occupancy of any of said units will signify that these By-Laws, the provisions of the Master Deed and any applicable recorded additions thereto are accepted and ratified and will be complied with.
- 2.3 **Membership and Composition.** Each owner shall be a member and will constitute the Association. A person who holds title to a Unit merely as security for payment of the debts shall not be a member entitled to exercise the rights of the owner unless such person holds a proxy conferring such rights. All members must make an evidentiary showing to the Association secretary that they are owners of a Unit, and that all assessments are current before being

Exhibit "A"

permitted to participate in and vote at Association meetings. Upon making such a proper showing, the member's right to participate in and vote at Association meetings shall continue until that member's ownership interest in the Regime has terminated.

ARTICLE III

Meeting of Association Members

3.1 Place. Meetings of the members of the Association shall be held in Charleston County, South Carolina, at a place to be designated in the notice of the meeting.

3.2 Date and Time. The annual meeting of the Association shall be held on a date determined by the Association. Any business which is appropriate for action of the owners may be transacted at an annual meeting.

3.3 Initial Meeting. The initial meeting of the Association shall be held at such time as the declarant deems appropriate. The following matters shall be taken up at the initial meeting:

1. Determination of the date of the first and subsequent annual meetings.
2. The election of the initial three persons to the Board of Directors in accordance with Article 4 of these By-Laws.

3.4 Special Meetings. Special meetings of the members may be called by the Board or the owners of not less than twenty-five (25%) percent of the percentage interests in the limited and general common elements of the Regime.

3.5 Notice. Written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered not less than ten (10) days nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the chairman to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the secretary's books.

Exhibit "A"

3.6 Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any owner may in writing waive notice of any meeting either before or after such meeting. Attendance at a meeting by an owner, whether in person or by proxy, shall be deemed a waiver by such owner of notice of the time, date, and place of the meeting unless such owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted unless objection to lack of notice is raised before the business of which proper notice was not given is put to vote.

3.7 Quorum. Fifty-one (51%) percent of the percentage interest entitled to vote represented in person or by proxy shall constitute a quorum of a meeting of members.

3.8 Decisions. All decisions adopted by the Association must be made upon a vote of fifty-one (51%) percent of the percentage interests eligible to vote, unless a greater percentage is specifically required in the Master Deed or By-Laws.

3.9 Proxy. Unless a proxy otherwise states, it shall be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Association. The proxy may be revocable or irrevocable, but shall be deemed revocable at will unless otherwise specified therein. No proxy shall be honored until delivered to the Secretary of the Association. If at least thirty (30) days prior to a duly called meeting an owner is informed by registered mail of (1) the time and place of the meeting, (2) the agenda for the meeting and (3) such data as is then available relative to issues on which there will be a vote, and a proxy form is included in such mailing, and the owner neither attends the meeting nor returns his executed proxy, then such owner shall be deemed to have given his proxy to and for the majority present and voting.

3.10 One Representative Per Unit. If one Unit is owned by more than one person, the owners must decide among themselves and then designate in writing filed with the secretary, one of the owners or a proxy as their representative to participate in and vote at meetings. The other members may attend the meetings, but may not participate in or vote their pro rata percentage interest.

Exhibit "A"

ARTICLE IV**Board of Directors**

- 4.1 Manage Affairs of Association and Power to Contract. The affairs of the Association including the designation and dismissal of the personnel necessary for the works and the general or limited common services of the property shall be managed by a Board of Directors ("the Board"). The initial Board shall consist of three (3) persons. The Board shall have the power to contract for the management of the Association and to delegate to the Contractor all powers and duties of the Association except those required under the Master Deed and these By-Laws to have the approval of the Board of Directors or the Association or particular Unit owners. Any agreement for professional management of the condominium project may not exceed three years. Any such agreement must provide for termination by either party without cause and without a payment of a termination fee on no more than ninety (90) days written notice. Any such management contract entered into before the termination of Declarant control of the Board of Directors as provided in Section 6.5 of the Master Deed must be subject to termination by the Association without cause at any time after the transfer of control upon not more than ninety (90) days notice to the Contractor.
- 4.2 Term. Those members of the Board appointed by the Declarant shall hold office until their successors have been appointed by the Declarant or until their successors have been elected and qualified. At the first annual or special Association meeting, after the Declarant's special rights have been reduced, the members other than Declarant shall elect to the Board the number of persons representing the appropriate percentage of the Board as set forth in Section 6.5 of the Master Deed. When the Declarant's rights have terminated, the Association shall elect Board members for terms of three (3) years on a staggered basis so that each year there is the election of at least one Board member.
- 4.3 Removal. A Director may be removed from office with or without cause by the vote of the owners.
- 4.4 Vacancy. Any vacancy occurring in the Board may be filled by the affirmative vote of the remaining Board members. A Board member shall be elected for the unexpired term of his predecessor in office.

Exhibit "A"

4.5 Regular Meetings. Regular meetings of the Board of Directors shall be held at such times, dates and places as the Board of Directors may determine from time to time. Any business which is appropriate for action of the Board of Directors may be transacted at the regular meeting.

4.6 Special Meetings. Special meetings of the Board of Directors may be called from time to time by the President of the Association and shall be called upon the written request of two of the Directors. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Directors waive notice of any additional business.

4.7 Notice of Meetings. Written notice of every regular or special meeting of the Board of Directors stating the time, date and place of the meeting and, in the case of a special meeting, the business proposed to be transacted shall be given to every Director not fewer than three nor more than ten days in advance of the meeting. Failure to give proper notice of a meeting of the Board of Directors shall not invalidate any action taken at such meeting unless (1) a Director who was present but was not given proper notice objects at such meeting, in which case the matter to which such Director objects shall not be taken up, or (2) a Director who is not present and was not given proper notice objects in writing to the lack of proper notice within thirty (30) days following such meeting, in which case the action to which such Director objects shall be void.

4.8 Waiver of Notice. Waiver of notice of a meeting of the Board of Directors shall be deemed the equivalent of proper notice. Any Director may in writing waive notice of any meeting of the Board of Directors, either before or after such meeting. Attendance at a meeting by a Director shall be deemed waiver by such Director of notice of the time, date and place of the meeting unless such Director specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted unless objection to lack of notice is raised before the business of which proper notice was not given is put to vote.

4.9 Place of Meeting. All meetings of the Board of Directors shall be held at such convenient place as the Board may select. Meetings may be conducted by telephone if all Directors consent.

Exhibit "A"

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

4.11 Quorum. A majority of the number of Board members fixed by the By-Laws shall constitute a quorum for the transaction of business. Board members must be present in person, not by proxy. The act of the majority of Board members present at a meeting at which a quorum is present shall be the act of the Board.

4.12 Referendum. Any decisions voted by the Association shall be binding upon the Board of Directors and shall supercede any previous inconsistent action or make invalid any subsequent inconsistent action taken by the Board of Directors, but no such action by the Owners shall impair the enforceability of any contract duly authorized or entered into by the Board of Directors pursuant to authority granted in the Act, Master Deed or these By-Laws.

ARTICLE V

Officers

5.1 Number and Name. The officers of the Association shall consist of a president, a secretary, and a treasurer, each of whom shall be elected by the Board for a one year term. All officers shall serve until their successors have been elected and assumed office unless sooner removed as hereinafter provided. An officer may be re-elected to any number of terms. The officers shall have the authority, powers, duties and responsibilities provided by these By-Laws, or to the extent not so provided, by the Board of Directors. The officers shall serve for such compensation as may be fixed by the Board, provided that during the period of the Declarant's right to appoint and remove members of the Board, no compensation may be paid. The Board may require that one or more officers be bonded.

5.2 Removal. Any officer may be removed from office at any time with or without cause by the Board of Directors.

Exhibit "A"

5.3 President. The president shall have active executive management of the Association, subject however to the control of the Board. He shall preside at all Association meetings, discharge all the duties that devolve upon a presiding officer, and perform other duties as the Board may prescribe. The president shall have full authority to execute on behalf of the Association both certificates to amendments to these By Laws and the Master Deed, when the Association is authorized to make amendments, and deeds of conveyance when authorized by the Association and by applicable law.

5.4 Secretary. The secretary shall attend Association meetings and Board meetings, and shall keep, or cause to be kept in a book provided for the purpose, a true and complete record of the proceedings of these meetings. He shall be custodian of the records and of the Association. He shall make available to all Association members and to holders, insurers or guarantors of any first mortgage current copies of the Master Deed, By-Laws, and other rules and regulations concerning the Regime and the books and records of the Regime. He shall attend to the giving of all notices and shall perform such other duties as the Board may prescribe.

5.5 Treasurer. The treasurer shall keep a book or record containing a detailed account of each Unit's working capital and common expense assessment and, in chronological order, of the receipts and expenditures affecting the Regime and its administration, and specifying the maintenance and repair expenses of the limited and general common elements and any other expenses incurred. Both the book or record and the vouchers accrediting the entries made thereupon shall be available for examination by all the Association members and holders, insurers or guarantors of any first mortgages, at convenient hours on working days that shall be set and announced for general knowledge. The treasurer shall be authorized to cash checks and sign notes and checks on behalf of the Association.

ARTICLE VI**Liability and Indemnification of the Board
Members and Officers**

6.1 Liability of Directors and Officers. No Board member or officer of the Association shall be liable to any Co-owner for any decision, action or omission made or performed by such Board member or officer in the course of his duties unless such Board member or officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Master Deed or these By-Laws.

6.2 Indemnification of Board Members and Officers. The Association shall indemnify and defend each Board member and officer of the Association from any liability claimed or imposed against him by reason of his position or decision, action or omission as a Board Member or any officer of the Association if all of the following conditions are satisfied:

(a) Such Board member or officer has not acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Master Deed or these By-Laws;

(b) Such Board member or officer gives the Association adequate notice of the claim or imposition of liability to permit the Association reasonable opportunity to defend against the same; and

(c) Such Board member or officer cooperates with the Association in defending against the liability.

The expense of indemnifying a Board member or an officer shall be a Common Expense and shall be borne by all the Co-owners, including such Board member or officer.

ARTICLE VII**Rules and Regulations**

7.1 Amended and Additional Regulations and Restrictions. The Board of Directors may adopt and amend from time to time such reasonable regulations and restrictions governing the operation and use of the property as it may deem necessary or desirable, which when ratified at an Association meeting by

Exhibit "A"

members owning at least fifty-one (51%) percent of the percentage interest in the property, shall become effective. It shall not be necessary to record regulations newly adopted or the amendment or the repeal of existing regulations, but no owner shall be bound by any newly adopted amendment or repeal of any existing regulations until a copy of same has been delivered to him.

7.2 Enforcement. The Board of Directors shall enforce the terms of the Act, Master Deed and the By-Laws and the regulations promulgated pursuant thereto by taking the appropriate action to correct any violations. In addition to any other remedies to which the Association or any owner may be entitled, the Board of Directors may impose against an owner reasonable fines not to exceed a total of \$25.00 per day for any violation of the terms of the Act, the Master Deed and the By-Laws of Regulations promulgated pursuant hereto. Such fines shall be collected by individual assessment for each day in which such violation occurs or continues and each violation may deemed a separate offense.

ARTICLE VII

Common Expense Liability

8.1 Working Capital. After the Master Deed is recorded, the Board shall assess each Unit and Unit Owner in the Regime and thereafter each Unit which becomes part of the Regime, a sum equal to at least two (2) month's assessment for working capital, which cost when paid can be covered upon transfer of the Unit from the transferee. Such sums are separate and distinct from regular assessments and shall not be considered advance payments of such assessments. Each Unit's share of the working capital fund must be collected from the Purchaser and transferred to the Association at the time of closing of the sale of the Unit.

8.2 Owner's Liability. The Unit owners are bound to contribute pro rata according to their percentage interest as amended toward both the expenses of administration of the Regime and the expenses of maintenance and repair of the limited and general common elements. The Board shall assess each Unit owner for the expenses chargeable to it. The amounts so assessed shall be the personal obligation of the Owner at the time of assessments and the assessments together

Exhibit "A"

with the costs of collection and reasonable attorney's fees may be enforced by suit against the Unit owner personally. Such assessments and costs may also be collected as provided in Section 8.8 below. Expenses for the maintenance and repair of limited common elements shall be assessed against those Units to which those elements have been allocated.

8.3 Fiscal Year. The fiscal year of the Association shall be on a calendar year basis unless otherwise changed by the Board of Directors.

8.4 Initial and Subsequent Budgets. After the filing of the Master Deed and before the conveyance of any Units, the Board shall adopt an initial budget and shall assess each Unit its pro rata share of common expenses. After the initial assessment has been made by the Board, assessments shall be based on a budget prepared and submitted by the Board to the owners for a vote, and when approved shall become the budget of the Regime for the fiscal year. The terms of the budget shall be binding upon the Board of Directors unless and until such terms are amended by action of the owners. Assessments shall be payable in monthly installments, and upon default in the payment of any installments and after ten (10) days written notice, the Board at its option, may accelerate and demand payment for the entire annual assessment for the delinquent Unit, plus such late charges as may be assessed by the Board.

8.5 Special Assessment. The funds required from time to time to pay any Common Expenses which are not covered by the budget but which are approved by the owners shall be collected from all owners by the Board of Directors in such installment as the owners shall determine.

8.6 Penalty. An assessment not paid within fifteen (15) days following the date when due shall bear a penalty of four (4) percent of the assessment per month from the date when due. The penalty shall be added to and collected in the same manner as the assessment. The Board of Directors may in its discretion waive all or any portion of an penalty or interest pursuant to this paragraph if it affirmatively appears that the failure to pay the assessment when due was caused by circumstances beyond the control of the owner.

8.7 Maintenance Reserve Fund. The Association shall establish and maintain a reserve fund from assessments to be held in reserve for the periodic

maintenance, repair, and replacement of improvements to the limited and general common areas that the Association is responsible for maintaining.

8.8 Enforcement by Lien. The Association has a lien on a Unit for any assessment levied against its owner from the time the assessment or fine becomes due. Said lien shall be junior and subordinate to any mortgage encumbering the Unit that was duly recorded before the assessment was due. The lien on the Unit may be foreclosed in like manner as a lien upon real estate and such lien shall be deemed to include the costs of collection, including reasonable attorney's fees.

ARTICLE IX

Amendments

These By-Laws may be amended or repealed and new By-Laws adopted by the Association in a duly constituted meeting held for such purposes and no amendment shall take effect unless approved by the owners representing at least two-thirds (2/3) of the total value of the property as shown in the Master Deed. The Declarant may at any time, prior to the termination of the Declarant's special rights as provided herein, amend the By-Laws or repeal or adopt new By-Laws.

ARTICLE X

Mortgage

10.1 Notice to Board. An owner who mortgages his Unit shall notify the Board through the management agent, if any, or the President if there is no management agent, of the name and address of his mortgagee; and the Regime shall maintain such information in a book entitled "Mortgagees of Units."

10.2 Notice of Unpaid Assessments. The Board shall at the request of a mortgagee of a Unit report any unpaid assessments due to the Regime from the Owners of such Unit.

Exhibit "A"

ARTICLE XI

General

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

11.2 Record of Ownership. Any person who acquires title to a Unit (unless merely as security for a debt) shall promptly inform the Board of Directors of his identity and the date upon and the name in which title was acquired. The Board of Directors shall maintain a record of names of all owners and of the dates upon which they acquired title to their Units.

11.3 Notices. Any notice or documents placed in the mail receptacle or affixed to the front door of a Unit by or at the direction of the Board of Directors shall be deemed delivered to the owner of such Unit unless the owner has previously specified to the Board of Directors in writing another address for delivery of such notices and documents. A notice or document addressed to the Board of Directors and delivered to any Director by or at the direction of a Owner shall be deemed delivered to the Board of Directors.

11.4 Waiver. No provision of these By-Laws or the regulations promulgated pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

11.5 Conflicts. In the event of any conflict between these By-Laws and the Act or the Master Deed, the Act or the Master Deed shall have control, as appropriate. In the event of a conflict between these By-Laws and the Regulations, these By-Laws shall control.

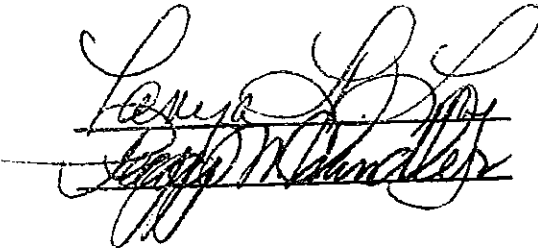
11.6 Severability. The provisions of these By-Laws are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

11.7 Captions. Captions are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these By-Laws or the intent of any provisions.

Exhibit "A"

11.8 Gender and Number. All nouns and pronouns used herein shall be deemed to include the masculine, the feminine and the neuter, and the singular shall include the plural and vice versa, whenever the context requires or permits.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

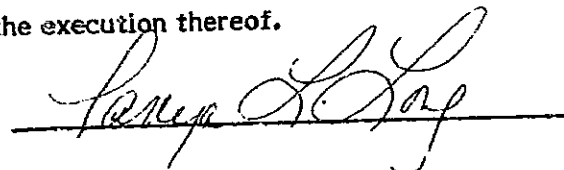


PELICAN COVE HORIZONTAL
PROPERTY REGIME

BY: 
Ernest A. Chandler, President

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named PELICAN COVE HORIZONTAL PROPERTY REGIME, by ERNEST A. CHANDLER, its President, sign, seal and as its act and deed, deliver the with written By-Laws, and that (s)he with the above subscribed witness, witnessed the execution thereof.



SWORN to before me this

14th day of March, 1985


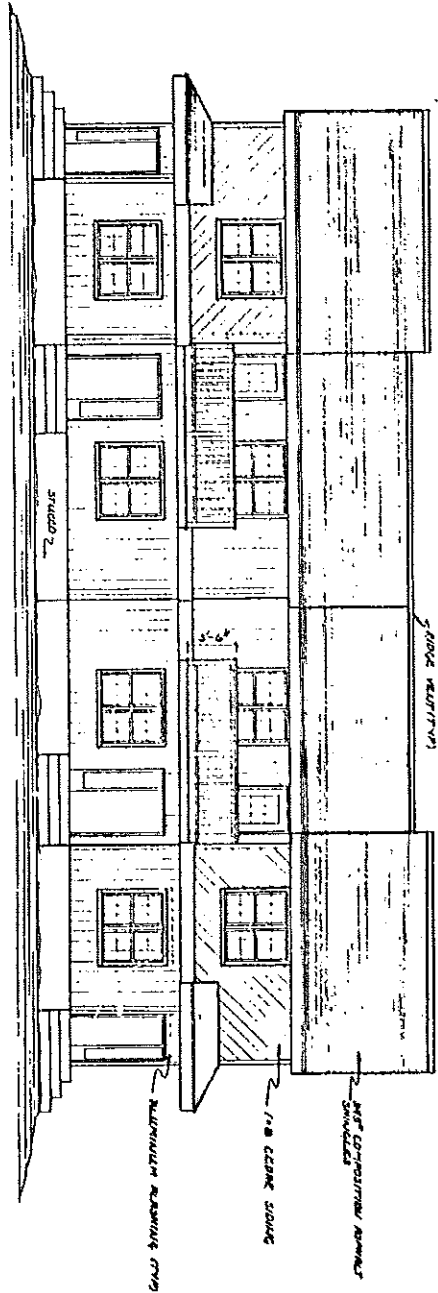

(L.S.)
Notary Public for South Carolina
My Commission Expires: 7/27/86

Exhibit "A"

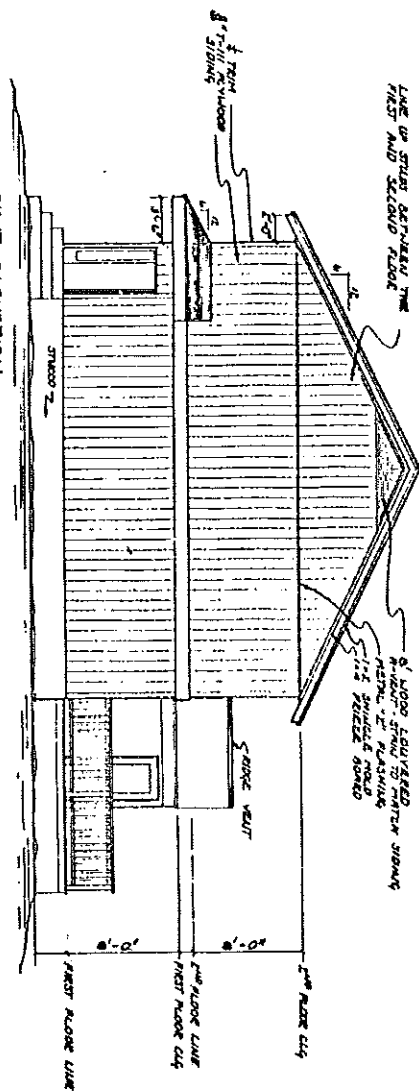
BK A14426184

FRONT ELEVATION
SCALE 1/4" = 1'-0"



RIGHT ELEVATION
SCALE 1/4" = 1'-0"

(LEFT ELEVATION OPPOSITE SIDE)



SHEET 1 OF 11

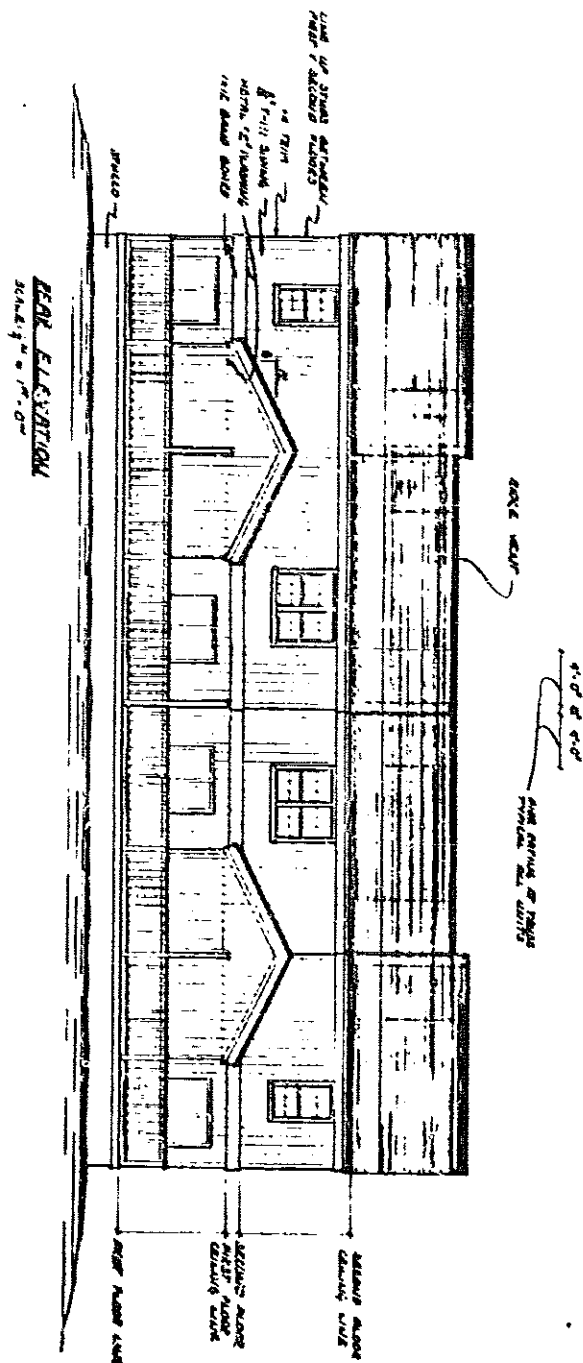
PELICAN COVE TOWNHOUSES
CHARLESTON SOUTH CAROLINA

CHANCE GENERAL CONTRACTORS
738 ST ANDREWS BLVD
CHARLESTON SOUTH CAROLINA



Stephen A. Shaw 2/19/05
REGISTERED PROFESSIONAL
ENGINEER NO. 9419

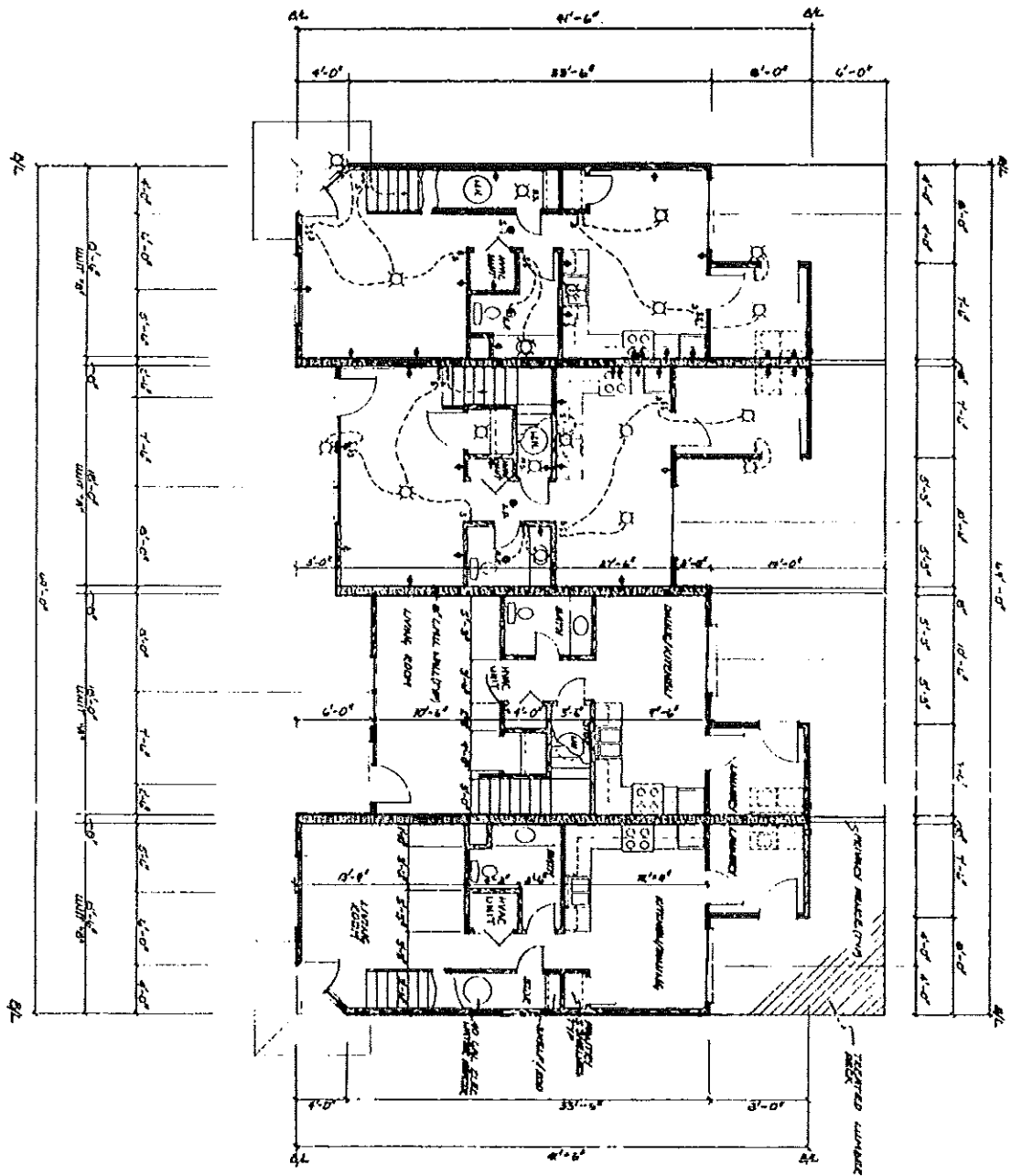
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PELICAN COVE TOWNHOUSES
CHARLESTON, SOUTH CAROLINA

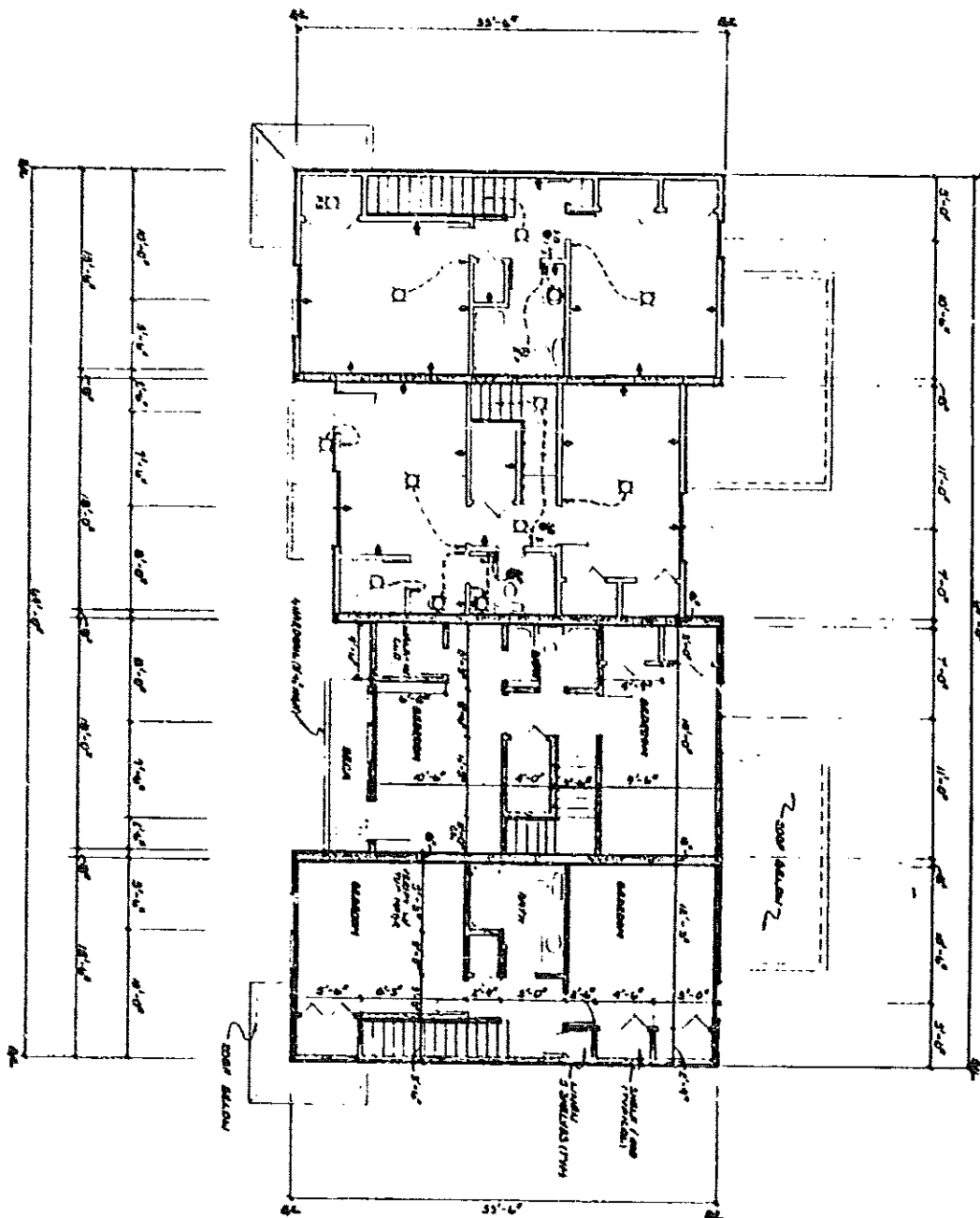
CHAUUD GENERAL CONTRACTORS
738 ST ANDREWS BLVD
CHARLESTON, SOUTH CAROLINA

FIRST FLOOR PLAN
SCALE 1/4" = 1'-0"



BK A14426186

SECOND FLOOR PLAN
SCALE 1/4" = 1'-0"



BK A144PG187

PELICAN COVE TOWNHOUSES
CHARLESTON SOUTH CAROLINA

CHAUCO GENERAL CONTRACTORS
730 ST ANDREAS BLVD
CHARLESTON SOUTH CAROLINA

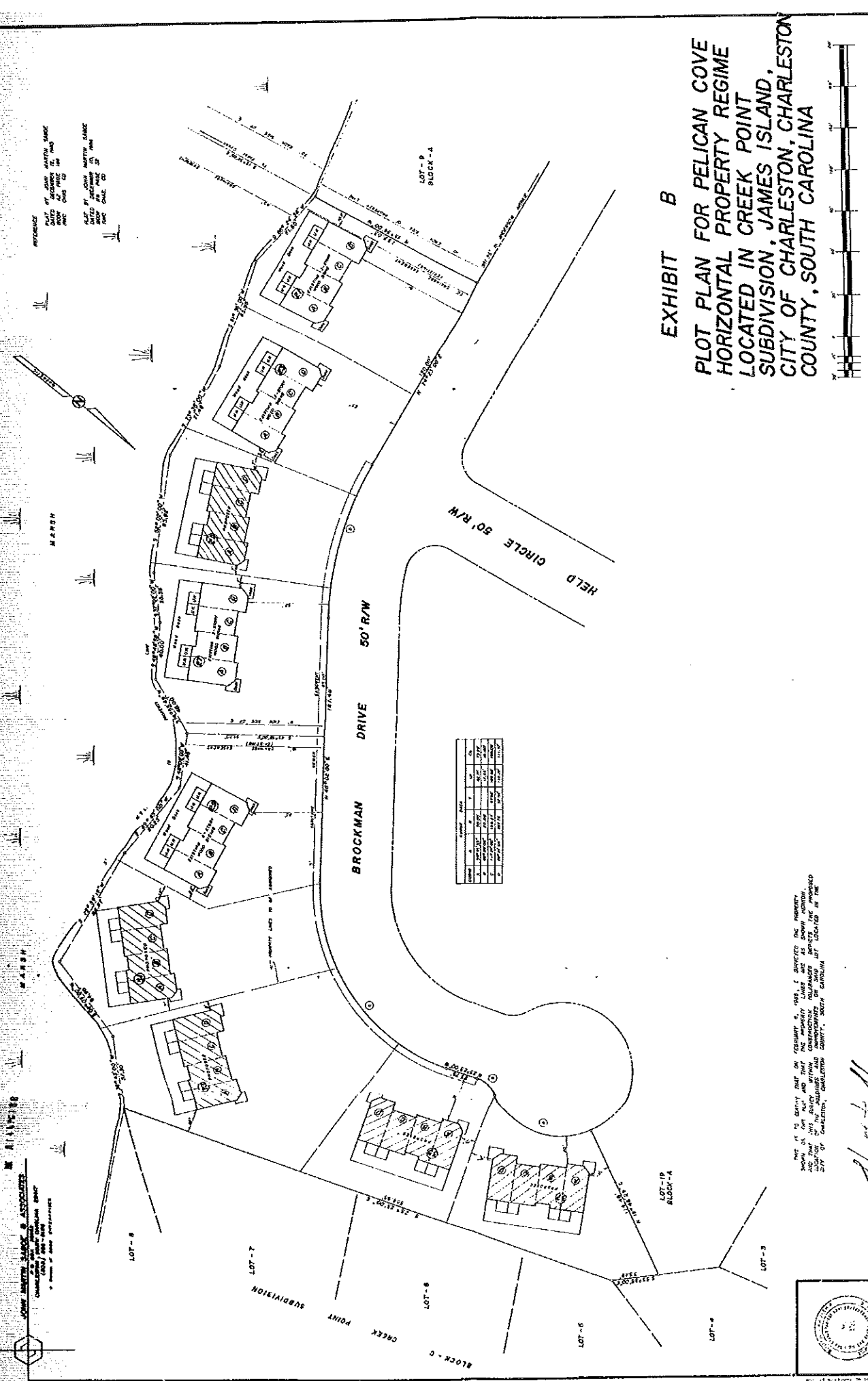
JOHN MARTIN SLOTT & ASSOCIATES
P.O. BOX 10005
CHAMBERS, NORTH CAROLINA 28007
(704) 299-7494
* OWNER OF 2000 CRYPTONITE

RETROBAGE

PLAY	OT JOHN	SARGE
DATED	DECEMBER	12, 1965
ROOM	418	MESE 104
AND	CHAS	ED

11

PLAY	OT JOHN	SARGE
DATED	DECEMBER	10, 1966
ROOM	418	MESE 10
AND	CHAS	ED



Column	A	B	C	D
1	300 20 13	400 20	40 20	20 20
2	400 20 13	20 20	20 20	20 20
3	20 20 13	20 20	20 20	20 20
4	20 20 13	20 20	20 20	20 20

THIS IS TO CERTIFY THAT ON FEBRUARY 8, 1968, I SURVEYED THE PROPERTY SHOWN ON THE PLAT AND THAT THE PROPERTY LINES ARE AS SHOWN HEREON. THIS SURVEY WITHIN CONSTRUCTION TOLERANCES EXCEPTS THE PROPOSED LOCATION OF THE WELLSHEAD AND IMPROVEMENTS ON SEAP LOT LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA.

JOHN MARTIN / BAROQUE A.C. Reg. P.C. & L.E. No. 3701

EXHIBIT B

PLOT PLAN FOR PELICAN COVE
HORIZONTAL PROPERTY REGIME
LOCATED IN CREEK POINT
SUBDIVISION, JAMES ISLAND,
CITY OF CHARLESTON, CHARLESTON
COUNTY, SOUTH CAROLINA



Belt, Howard, Cbr, Chandler

BK A144PG189

38.00

del
je

FILED, INDEXED & RECORDED

A144-157

1985 MAR 20 AM 10:46

JOSEPH H. KING
REGISTER MESNE CONVEYANCE
CHARLESTON COUNTY, S.C.

TMS VERIFIED
BAC <u>744</u>
DTD <u>3-21-85</u>
<u>42571-00-39.8</u>

Recorded this 21st day of March 1985
On Property Record Card

Pauline S. Koger

Auditor Charleston County

1337th 138
2437th 266