

TURN OF RIVER MASTER DEED

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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

MASTER DEED

TURN OF RIVER HORIZONTAL PROPERTY REGIME

TURN OF RIVER, LLC, a South Carolina limited liability company, (sometimes hereinafter referred to as "Declarant") having its principal place of business in the County of Charleston, South Carolina, makes and grants this MASTER DEED dated June 1, 1999, to establish a plan of condominium ownership for the Property described herein.

WHEREAS, Declarant is the fee simple owner of that certain tract of land and the holder of certain permits described in Exhibit A hereto and incorporated herein by reference (the "Land"); and

WHEREAS, the Declarant, being about to sell and convey condominium Units located as more particularly described herein, desires to (a) establish a horizontal property regime pursuant to the Act, as defined below; (b) assure to the Owners of such Units and their heirs, successors and assigns that the use, benefit and enjoyment of the Common Area, as defined herein, will be administered in an orderly manner; and (c) subject the Property to certain restrictions, reservations, servitudes, covenants, agreements, easements, liens and charges, as hereinafter set forth; and

WHEREAS, there has been incorporated an Association of Unit Owners known as TURN OF RIVER OWNERS ASSOCIATION, INC., for the purposes of maintaining and administering the Common Area connected with and appertaining to the condominium Units, providing for the disposition of various matters relating to the Units and their Co-owners, and such other purposes as are set forth in this Master Deed.

NOW THEREFORE, in consideration of the premises contained herein, Declarant grants and covenants as follows:

ARTICLE I

Section 1. Property Subject to Master Deed. The Property described in Article II shall be subject to the provisions set forth in this Master Deed, which provisions shall inure to the benefit of and be binding upon Declarant, its successors and assigns, and upon the Unit Owners and their heirs, successors and assigns, respectively.

ARTICLE II

Section 1. Definitions. Those definitions contained in Section 27-31-20 of the Act, as defined herein, are incorporated in this Master Deed unless it clear from the context that a

definition in the Act is contradictory to the following definitions, in which event the following definition shall apply except where the definition of the Act is mandatory.

- (a) "Act" means the Horizontal Property Act, Section 27-31-20 et seq. of the 1976 Code of Laws of South Carolina, as amended from time to time. References to specific sections of the Act contained herein refer to the sections as designated at the time of recordation of this Master Deed.
- (b) "Apartment" means a "Unit", as defined herein.
- (c) "Association" means Turn of River Owners Association, Inc., the South Carolina not-for-profit corporation whose members consist of all the persons, corporations, limited liability companies, partnerships, associations, trusts or other legal entities, or any combination thereof, which own a Unit.
- (d) "Board of Directors" means the Board of Directors of the Association.
- (e) "Building" means a structure or structures, containing in the aggregate two or more Units, comprising a part of the Property.
- (f) "Co-owner" or "Owner" or "Unit Owner" means a Person which owns a Unit.
- (g) "Common Area" or "Common Element" means "General common elements" as defined in the Act and more specifically defined in Article III, Section 4 of this Master Deed. It includes all of the Property and improvements thereon other than the Units.
- (h) "Common Expense" means all liabilities or expenditures made or incurred by or on behalf of the Association, as more specifically defined in Article VI, Section 1 of this Master Deed.
- (i) "Common Charge" means those monetary charges levied against the Unit owners to pay for the Common Expenses.
- (j) "Common Interest" means the percentage of undivided interest in the Common Area appertaining to each Unit, as expressed in the Master Deed. Any specified percentage of the Common Interest means such percentage of the undivided interests in the aggregate.
- (k) "Condominium" or "condominium ownership" means the form of ownership intended by the Master Deed, that is, ownership by Owners of individual Units, with a common right to share the Common Area.
- (l) "Declarant" means Turn of River, LLC, a South Carolina limited liability company, its successors and assigns. Declarant may assign its rights as Declarant upon a written

assignment signed by the Declarant and the assignee and duly recorded in the R.M.C. Office for Charleston County, South Carolina. Conveyance of a deed to a Unit or the existence of a mortgage on a Unit or the Property shall not be deemed to make the grantee of such deed or mortgage a "Declarant."

(m) "Elevations" means the drawing(s) showing the external vertical characteristics of a Building or improvements on the Property, or the vertical location of Units in such improvements, which drawing(s) are attached hereto and by this reference made a part hereof. (See Exhibit "F".)

(n) "Floor Plan" means the plans for the Building(s) which show the dimensions, area and location of each Unit therein, which plans are attached hereto and by this reference made a part hereof. (See Exhibits "C" and "D".)

(o) "Joint Owner" means a Person which owns a Unit with any other entity and the combination of which constitutes a Unit Owner. Where a Person is a Joint Owner of a Unit, the Association may establish such rules and procedures as it deems appropriate to govern which Joint Owner or Owners has the right to act on behalf of the Unit Owner for the Unit.

(p) "Limited Common Area" and/or "Limited Common Areas" means that Common Area which is specified in this Master Deed or the Exhibits thereto as being reserved for the use of a certain number of Units to the exclusion of the other Units. (See Article III, Section 4.)

(q) "Majority of Co-owners" or "Majority of Owners" means fifty one percent (51%) or more of the Common Interests, as calculated on the basic value of the Property as a whole, computed in accordance with the provisions of Section 27-31-60 of the Act, and as shown in Exhibit "H" to this Master Deed. "Value" as shown herein is set forth for the sole purpose of the Act and does necessarily relate to current or future property value or sales price.

(r) "Master Deed" means this Master Deed.

(s) "Operation of the Property" means and includes the administration and operation of the Property and the maintenance, repair, and replacement of, and the making of any additions and improvements to the Common Area.

(t) "Plot Plan" means the plat(s) or survey(s) of the Property showing the horizontal location of any Building or other significant improvements on the Property, said Plot Plan being attached hereto, and by this reference made a part hereof. (See Exhibit "B".)

(u) "Person" means an individual, firm, corporation, limited liability company, partnership, association, trust or other legal entity.

(v) "Property" means the land, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, as described in Exhibit A.

(w) "Regime" means the Turn of River Horizontal Property Regime created by the recordation of this Master Deed, as set forth in Section 27-31-30 of the Act.

(x) "Unit" means an "Apartment" as that term is used in the Act, and includes one or more rooms and adjoining patio and/or balcony designated as part thereof, and occupying one or more floors or a part or parts thereof, designed or intended for independent use as a single family dwelling, as set forth on the Building Plans; provided, however, that the term excludes any elements excluded pursuant to Article III, Section 4, below.

(y) "To record" means to record in accordance with the provisions of the Act, Sections 30-5-30 through 30-5-200 and 30-7-10 through 30-9-80, or other applicable recording statutes.

ARTICLE III

Section 1. Submission of the Property to the Act. Declarant, as the owner in fee simple of the Property, by recording this Master Deed, submits the Property to the provisions of the Act. In order to implement the horizontal property regime plan of ownership for the Property, Declarant covenants and agrees to and hereby does subdivide the above described Property vertically and horizontally into the freehold estates referred to herein as Units.

Section 2. Building Plans.

(a) Documents Included in Building Plans. In accordance with Section 27-31-110 of the Act, attached hereto and made a part of this Master Deed are the following documents constituting the "Building Plans":

- (a) Plot Plan (Exhibit B).
- (b) Unit Plans (Exhibits C-1 through C-4).
- (c) Building Floor Plans (Exhibits D-1 through D-2).
- (d) Typical Transverse Sections of Buildings (Exhibits E-1 through E-2).
- (e) Elevations (Exhibits F-1 through F-4).
- (f) Unit Sizes and Designations (Exhibit G)

(b) Information in Each Document. The Plot Plan shows the location of the Buildings and significant improvements in relation to the Land. The Unit Plans show Unit types, dimensions and the intended use of various spaces within the Unit. The Building Floor Plans show the location of the Units within the Buildings; the designation of each Unit; and the location of corridors, stairwells, elevators, storage areas and some of the areas which are intended as Common Area. The Elevations show the typical exterior dimensions of each type of end Unit and interior Unit. The Typical Transverse Sections show the approximate finished first floor elevation and the elevations of each interior Unit. The Unit Sizes and Designations shows the number of Units in each Building and the size and designation of each Unit. The Building Plans are certified by an engineer or architect licensed to practice in South Carolina.

Section 3. Allocation of Common Interests. The allocation of Common Interests among the Units is shown on Exhibit H, incorporated herein by reference.

Section 4. Description of Turn of River.

(a) General Description and Phasing. The Turn of River project, upon completion of all Units and Common Area, will consist of the Property, as described in Exhibit "A"; an uncovered parking area on the Property; two (2) Buildings (Buildings 1 and 2) on the Property containing parking on the ground level and thirty two (32) dwelling units above the ground level; a swimming pool; and a fixed pier and floating dock area (the "Dock") pursuant to a permit more specifically described in Exhibit "A". In this Master Deed, the first residential floor above the ground level is referred to as the "first floor." It is anticipated that all improvements will be completed at approximately the same time.

(b) Building 1. Building 1 will contain sixteen (16) dwelling units, with four (4) floors of dwelling units over ongrade parking. On each of the first, second, third and fourth floors, Building 1 will have four (4) flats. The Unit sizes and designations are shown in Exhibit G.

(c) Building 2. Building 2 will contain sixteen (16) dwelling units, with four (4) floors of dwelling units over ongrade parking. On each of the first, second, third and fourth floors, Building 2 will have four (4) flats. The Unit sizes and designations are shown in Exhibit G.

(d) Description of Parking Areas. The Property contains the vehicle parking areas for the use of Unit Owners and for guest parking summarized in (a), above. The parking areas are subject to those rules and regulations promulgated by the Association.

(e) Limits of Units. Unless otherwise expressly stated or otherwise shown in the Building Plans, the horizontal boundary of each Unit ends at the centerline of any non-structural element which separates two Units, at the exterior side of any nonstructural element which separates a Unit from Common Area, and at the exterior of exterior doors, windows, and glass walls and the frames thereof. Unless otherwise expressly stated or otherwise shown in the Building Plans, the upper vertical boundary of a Unit ends at the point at which a ceiling becomes a structural element supporting a space above the Unit (e.g. the Unit contains any suspended ceiling material or panel and any spackling application, paint or other application which is not an essential element of the structural component). Unless otherwise expressly stated or otherwise shown in the Building Plans, the lower vertical boundary of a Unit ends at the point at which the floor becomes a structural element supporting the Unit (e.g. the Unit contains the carpeting, tile, wood flooring, paint, matting, etc. on top of the structural element). A Unit shall not be deemed to include perimeter walls of the Building or interior or exterior load-bearing walls, columns or similar load-bearing elements; the structural elements of floors and ceilings which support the Unit or adjacent Units; pipes, wiring, conduits, channels, ducts or other utility lines running through the boundaries of the Unit which are utilized for or serve more than one Unit; or personal property and assets held and maintained for the joint use and enjoyment of all the Unit Owners. A Unit shall be deemed to include (i) all other walls, columns, partitions, floors and

ceilings within its perimeter walls which are not load-bearing, including plaster, paint, wallpaper, or the like; (ii) carpeting, floor covering and window covering within the perimeter walls of the Unit; (iii) appliances, hardware, doors, heating and air conditioning components, built-in fixtures and similar elements which serve only the Unit; and (iv) pipes, wiring, conduits, channels, ducts, chases or other utility lines within the perimeter walls of the Unit which serve only the Unit.

(f) Common Area and Easements for Access to Common Area. The Common Area consists of the entire Property and every part thereof, other than the Units.

(g) Limited Common Area. The Limited Common Areas are generally shown on the Building Plans. The use of the Limited Common Area is restricted exclusively to the Unit to which such Limited Common Area is adjacent unless otherwise expressly stated herein or otherwise shown in the Building Plans. Unless otherwise expressly stated herein, for all purposes other than use (e.g. approval of modifications, repair, insurance, and governance), the Limited Common Area is deemed to be a part of the Common Area. [See Article VI, Section 1.(c).]

(h) Disputes Regarding What Is Common Area or Unit. If a dispute arises between Unit Owners or between a Unit Owner or Unit Owners and others as to what portion of the Property constitutes a Unit, Common Area or Limited Common Area, the Board of Directors of the Association shall have the authority to determine the proper designation of the disputed area, after such consultation with others as it may determine to be appropriate, provided that such determination shall be set forth in writing, shall be made in good faith, and shall not be clearly inconsistent with this Master Deed.

Section 5. Determining Common Interests. For purpose of determining the total Common Interests, the Common Interest of each Unit, and the percentages for purposes of voting on all matters requiring a vote by the Owners, the percentages as provided in Exhibit H shall govern from time to time.

Section 6. Easements Reserved. The Declarant reserves for itself, its successors and assigns (i) non-exclusive easements through Units, Common Area, and Limited Common Area as may reasonably be required for conduits, pipes, ducts, plumbing, wiring and other facilities for furnishing utility services to the Common Area and to Units other than a Unit or Limited Common Area through which it passes; and for lateral and subjacent support in every portion of a Unit which contributes to the support of the improvements; and (ii) easements in, over, across, under and upon the Property as may be required, in its sole discretion, to provide ingress and egress necessary and convenient for the construction and development of improvements on the Property, including all utility lines and facilities; and storage, staging, assembly, supervision, protection and construction during development or construction of the improvements. Declarant shall have a transferable, perpetual power and authority to grant and accept easements to and from any private entity or public authority, agency, public service district, public or private utility or other Person, upon, over, under and across the Common Area for constructing, installing, maintaining, repairing, inspecting and replacing television antennae or television cable systems, data transmission systems, security and similar systems, landscaping, and all utility facilities and services, including, but not limited to, storm and sanitary sewer systems and electrical, gas,

telephone, water and sewer lines. Such easements may be granted or accepted by Declarant without notice to or consent by the Association. The rights of the Declarant to grant easements shall automatically be assigned to the Association upon conveyance by the Declarant of the last Unit in the Regime to another Person, other than a mortgagee.

ARTICLE IV

Section 1. Administration of Regime by Association. In order to provide for the effective and efficient administration of the Regime by the Unit Owners, a nonprofit corporation known and designated as TURN OF RIVER OWNERS ASSOCIATION, INC. ("the Association") has been organized. The Association shall administer the operation and management of the Regime and undertake and perform all acts and duties incident thereto in accordance with the provisions of this Master Deed, the Articles of Incorporation and Bylaws of the Association, and the rules and regulations promulgated by the Association from time to time. A copy of the ByLaws are annexed hereto and made a part hereof as Exhibit K.

Section 2. Membership and Voting.

(a) Membership. The Owner of each Unit shall automatically be a member of the Association upon its acquisition of an ownership interest in title to any Unit. The Owner of a Unit shall have rights in the Association in the same proportion as its Common Interest. The membership of a Owner shall terminate automatically upon conveyance of title to the Unit, regardless of the means by which such conveyance of title occurs. No Person holding any lien, mortgage or other encumbrance upon any Unit shall be entitled by virtue of such lien, mortgage or other encumbrance to membership in the Association or to any of the rights or privileges of such membership. In the administration of the operation and management of the Regime, the Association shall have and is hereby granted the authority and power to enforce the provisions of this Master Deed, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulation governing the use of the Units, Common Area, and Limited Common Area, as the Board of Directors of the Association may deem to be in the best interest of the Regime.

(b) Voting. The Owner of each Unit shall have the right to cast the number of votes attributable to the Common Interest of such Unit. Votes may be cast in person or by proxy at all meetings of the Association. The holder of a proxy need not be an Owner.

Section 3. Association Governance; Board of Directors. The Board of Directors of the Association (the "Board of Directors") shall function in accordance with this Declaration and the Bylaws. The Bylaws may be amended, from time to time, only as provided herein. The Board of Directors shall constitute the final administrative authority of the Association, and, unless modified by a vote of owners owning a majority of the Common Interests, all decisions of the Board of Directors shall be binding upon the Association and the Owners; provided, however, that the Owners may not modify or invalidate any provision of this Master Deed or the Bylaws except by amending the applicable provision. Unless otherwise expressly stated by this

Declaration or the Bylaws, all rights, titles, privileges and obligations vested in or imposed upon the Association shall be held and performed by the Board of Directors.

Section 4. Selection of Board of Directors. Prior to Loss of the Controlling Interest (as defined below), the Board of Directors shall consist of not less than three (3) nor more than five (5) individuals, as determined by the Declarant from time-to-time. Said individuals need not be Owners of Units. Following Loss of the Controlling Interest by the Declarant, the Board of Directors shall consist of such number of individuals as may be selected in accordance with the Bylaws. "Loss of the Controlling Interest" shall occur at the earlier of (i) the conveyance by Declarant of ownership of three fourths (3/4ths) of all Units (other than conveyance to a mortgagee pursuant to the terms of a mortgage or in lieu of enforcement of the terms of a mortgage), or (ii) the date on which the Declarant notifies the Unit Owners in writing that it is relinquishing the Controlling Interest.

Section 5. Rules and Regulations. The Board of Directors shall have the authority from time-to-time to adopt rules and regulations governing the use, administration and operation of the Property, subject to the terms of this Declaration and the Bylaws. The initial Rules and Regulations are set forth in Exhibit I, attached hereto and incorporated herein by reference. The initial rules and regulations regarding the use of the Dock are set forth in Exhibit J, attached hereto and incorporated herein by reference.

Section 6. Indemnification. The members of the Board of Directors, the officers of the Association as may be elected by the Board of Directors, and such other officers or employees of the Association or the Managing Agent of the Association as the Board of Directors shall specify by written resolution from time-to-time, shall not be liable to the owners or the Association for any mistake in judgment or acts or omissions unless such act or omission was made in bad faith or was the result of gross negligence. The Association shall indemnify and hold harmless such non-liable Persons against all liabilities to others arising out of any action or agreement made by such Persons on behalf of the Association unless such action or agreement was made in bad faith or with gross negligence.

Section 7. Working Capital. At the time that title is conveyed to a owner by the Declarant, the Owner shall contribute to a working capital reserve established by the Association the sum of \$250.00 Dollars. Such funds shall be used solely for initial operating and capital expenses of the Regime.

Section 8. Insurance.

(a) Type of Insurance. If such insurance is available at reasonable cost, the Board of Directors shall endeavor to obtain insurance coverage, in such amounts as it shall reasonably determine, for the Property, excepting personal property of a owner located within the Unit owned by such Owner. The insurance shall, to the extent feasible, cover the insurable interests of the Association and the owners of Units, and any mortgagees of the Association and the Owners of Units. To the extent feasible at reasonable cost, such insurance coverage shall be obtained:

(i) against loss or damage by fire, flood, earthquake or other casualty covered by standard extended coverage policies. The insurance shall be for the full insurable value thereof (based upon current replacement cost);

(ii) against such risks as vandalism, theft and malicious mischief;

(iii) for comprehensive general public liability and, if applicable, automobile liability insurance for any vehicles owned or leased by the Association, covering loss or damages resulting from accident or occurrences on or about the Property or elsewhere;

(iv) for worker compensation or other mandatory insurance;

(v) for fidelity insurance covering any employees or officers of the Association or Managing Agent having access to any substantial funds of the Association;

(vi) for officers and directors, providing coverage against claims brought against the Board of Directors or officers of the Association acting in such capacity; and for

(vii) such other insurance as the Board of Directors shall determine to be reasonable and desirable from time-to-time.

(b) Other Insurance Criteria. All insurance premiums shall be a Common Expense. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds for such insurance shall be payable to, the Association. The insurance coverage shall, if feasible, provide that:

(i) the interest of the Association shall not be invalidated by any act or neglect of any Owner or any officer or member of the Board of Directors of the Association;

(ii) the coverage shall not be terminated for nonpayment of premiums without at least thirty (30) days prior written notice to the Association;

(iii) subrogation shall be waived with respect to the Association and its Board of Directors, employees and agents, and Owners, members of their household and mortgagees; and

(iv) there shall be a cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

(c) Insurance Premiums. The Association shall collect and enforce the payment of a share of the premium for such insurance from each Unit Owner as a part of the Common Expenses; provided, however, where the insurer allocates the insurance premium(s) among the Units based on current insured values for the Units which differ from the allocation of Common Interests among the Unit Owners pursuant to this Declaration, then each Unit Owner shall pay that portion of the premium(s) as shall be determined by the insurer or the Board of Directors to

be allocable to the Unit of the Unit Owner. No Unit Owner may elect not to pay its proportionate share of the insurance obtained by the Association for the Property and the Unit.

(d) Insurance to Be Purchased Directly by Unit Owner. Each Unit Owner shall purchase liability insurance for accidents occurring in its own Unit and shall be responsible for purchasing insurance on all personal property in the Unit; provided, however, that the Board of Directors, in its sole discretion, may assist the Unit Owners by obtaining information regarding personal property insurance which may be available through the insurer(s) selected by the Board of Directors for insuring of the Property.

(e) Insurance Trustee. The Board of Directors may, at its discretion, retain any bank, trust company or South Carolina law firm to act as trustee, agent or depository (the "Insurance Trustee") on its behalf for the purpose of receiving or distributing any insurance proceeds. If no Insurance Trustee is retained, the powers of the Insurance Trustee set forth in this Section 8 shall be vested in the Board of Directors. The Insurance Trustee shall receive the proceeds from the casualty insurance policies held by it, and shall hold such proceeds in trust for the Association, Unit Owners, and any mortgagees, as applicable. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of the policies, nor for the failure to collect any insurance proceeds. The fees and reasonable expenses of the Insurance Trustee shall be a Common Expense. Unless otherwise waived by the Board of Directors, the Board of Directors or any Insurance Trustee appointed by the Board of Directors is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association.

(f) Rights of Mortgagees Regarding Reconstruction. No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt, nor shall any mortgagee have the right to require that the Insurance Trustee, the Board of Directors, or any Owner apply insurance proceeds to repayment of its loan except in accordance with the following provisions. If insurance proceeds are sufficient to pay for the cost of reconstruction and repair of all damaged portions of the Property, or if the insurance proceeds are insufficient but additional funds are committed by special assessment or any other manner within ninety (90) days after the costs of restoration and repair are determined, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan.

(g) Use of Insurance Proceeds If Damage Only to Units. If a loss occurs only to any improvements within any Unit(s), without any loss to any improvements within the Common Area, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the Owners of the Unit damaged, and their approved first mortgagees, if any, as their interest may appear, or to the first mortgagee only if required by any condominium rider to a mortgage, and it shall be the duty of these Owners to use such proceeds to effect necessary repair to the Unit. The Insurance Trustee may rely upon the written statement of the Association as to whether or not a loss has been incurred to the Units or Common Area or both.

(h) Use of Insurance Proceeds If Damage to Units and Common Area Is Less Than \$20,000. If a loss of \$20,000.00 or less occurs to improvements within one or more Units

and to improvements within contiguous Common Area (including Limited Common Area), or to improvements within the Common Area alone, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds, the Association will promptly contract for the necessary repairs to the improvements within the Common Area and within the damaged Units; provided, however, that if the necessary repairs to the improvements with the damaged Units are repairs which can be accomplished without detrimentally affecting other Owners or the Common Area, then the Association may allow the Owner of the Unit to contract directly for the repair of the improvements within the Unit. Unless the Board of Directors shall determine that the insurance proceeds are sufficient to repair all of the damage to the Common Area and within the Units, the proceeds shall be applied first to repair the improvements within the Common Area, and the balance of the funds shall be apportioned to repair improvements within the damaged Units, in proportion to the loss sustained to improvements within all the damaged Units, as estimated by the insurance carrier. In such event, the Owners of Units containing damaged improvements shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair the improvements within their Units. If any Owner(s) of Units containing damaged improvements refuses to pay such assessment, then the majority of Owners of Units so damaged may proceed with the reconstruction at the expense of all Owners benefitted thereby.

(i) Use of Insurance Proceeds If Damage to Units and Common Area Is More Than \$20,000. If a loss of more than \$20,000.00 occurs to improvements within one or more Units and to improvements within contiguous Common Area (including Limited Common Area), or to improvements within the Common Area alone, the Insurance Trustee shall hold all insurance proceeds and any and all other funds paid as hereinafter provided in trust, and shall distribute the same as follows:

(i) The Board of Directors of the Association shall cause to be obtained detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.

(ii) If the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the Common Area and within the Units, or upon the collection of the necessary funds that are described in subparagraph (iii) of this paragraph, then:

(1) If the casualty loss necessitates reconstruction of **more than two-thirds in value** of the improvements on the Property, as determined by the Board of Directors, then the insurance proceeds shall be disbursed, prorata, in accordance with their respective Common Interests, to the Owners and their respective mortgagees, and in such proportions as the Board of Directors in its sole discretion may determine. This paragraph may be waived, altered or amended with the consent of such percentage of the Owners as are required to amend this Declaration.

(2) If the casualty loss necessitates reconstruction of **two-thirds or less in value** of the improvements on the Property, as determined by the Board of Directors, then the damaged improvements shall be completely repaired and restored.

(iii) If the insurance proceeds are not sufficient to repair or replace all the improvements within the Common Area and within the Units so that special assessments shall be required to complete repair or replacement, then:

(1) If the casualty loss necessitates reconstruction of **more than two-thirds in value** of the improvements on the Property, as determined by the Board of Directors, then the insurance proceeds shall be disbursed, prorata, in accordance with their respective Common Interests, to the Owners and their respective mortgagees, and in such proportions as the Board of Directors in its sole discretion may determine. This paragraph may be waived, altered or amended with the consent of such percentage of the Owners as are required to amend this Declaration.

(2) If the casualty loss necessitates reconstruction of **two-thirds or less in value** of the improvements on the Property, as determined by the Board of Directors, then the Board of Directors shall meet and shall determine the amount of and terms of a special assessment against the Units and the owners thereof to obtain the necessary funds to repair the improvements. Such assessment need not be uniform as to all Units, but may be in accordance with such factors as the Board of Directors of the Association shall consider to be fair and equitable under the circumstances; whereupon the Board of Directors of the Association, having determined the amount of such assessment, shall immediately levy such assessment setting forth the date of payment of the same, and the funds received shall be delivered to the trustee and disbursed as provided in the preceding paragraph. If any Owner or Owners of Units containing damaged improvements refuses or refuse to pay such assessment, then the majority of Owners of Units so damaged may proceed with reconstruction at the expense of all Owners benefitted thereby.

(j) Use of Excess Funds After Reconstruction. If funds remain in the hands of the Insurance Trustee after complete repair and reconstruction and after the Insurance Trustee's fee and other fees or costs have been paid, such funds shall be distributed (i) first, to the Unit Owners who made contributions in proportion to their contributions, until all contributions (and such interest thereon, if any, as the Board of Directors determines is appropriate and reasonable) have been repaid, and (ii) second, to the Unit Owners in proportion to their Common Interests.

(k) Contract Administration During Reconstruction.

(i) The Insurance Trustee or Board of Directors, as appropriate, shall endeavor to require all payees to deliver paid bills and waivers of mechanics liens and execute any affidavit required by law or by the Association, or any approved first mortgagee named on a mortgage endorsement. The Board of Directors shall negotiate and obtain one or more

contractors willing to do the work on a fixed price basis, or some other reasonable terms under the circumstances, which said contractor shall post performance and payment bonds. The Insurance Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments specified in the construction contract between the Association and the contractor.

(ii) Any repair, rebuilding, or reconstruction shall be substantially in accordance with the architectural plans and specifications for the original Building or as the Building was last constructed, or according to plans approved by the Board of Directors.

Section 9. Condemnation. If the Property or any part thereof shall be taken or condemned by any authority having a power of eminent domain, any compensation therefor shall be payable to such bank, trust company or law firm authorized to do business in South Carolina as the Board of Directors shall designate as Trustee for all Unit Owners and mortgagees affected thereby, according to the loss or damages to their respective Units, and, to the extent feasible, shall be used promptly by the Board of Directors for restoring or replacing such improvements on the remaining Property. In so doing, the Board of Directors shall follow the concepts and procedures set forth in the preceding Section 8, as applicable. If the Board of Directors determines that such restoration or replacement is impracticable, the Association shall, with the proceeds received from such condemnation or taking, remove all necessary remains of such improvements so taken or condemned, restore the site thereof to good and orderly condition, and equitably distribute any remaining proceeds from such condemnation or taking to the Unit Owners or mortgagees affected thereby, according to the loss or damage to their respective Units.

ARTICLE V

Section 1. Notice of Sale or Lease. If an Owner sells, leases, or otherwise conveys a Unit, the conveying or leasing Owner shall promptly furnish to the Association, in writing, the name and address of such purchaser, lessee, or transferee; if a lease, the term of the lease; and the forwarding address of the conveying or leasing Owner. The Association may require a conveying or transferee Owner to provide a certified copy of the instrument by which the Unit was obtained.

Section 2. Acquisition by Devise or Inheritance. When any Person receives title to a Unit by devise or inheritance, or by any other method not heretofore considered, it shall be the responsibility of such Person to notify the Association that such transfer has occurred and to provide the information set forth in Section 1, above.

Section 3. Notice Procedure. Whenever notice is required or permitted under the terms of this Agreement, it shall be in writing and (a) personally delivered or (b) sent postage or delivery charges prepaid either (i) by United States mail, certified, return receipt requested, in which case notice shall be deemed to occur on the certified date of delivery or rejection of delivery or (ii) if within the United States, by First Class United States mail, in which case notice shall be deemed to occur three (3) calendar days after date of postmark, or (iii) by any recognized express delivery service which provides evidence of delivery, in which case notice shall be deemed to occur on the date of delivery.

All notices to Owners shall be delivered or sent to such address as has been designated in writing to the Association, or if no address had been so designated, at the addresses of such Owner's respective Unit.

All notices to the Association shall be delivered or sent in care of the Association at:

c/o Turn of River Owners Association, Inc., P. O. Box 1500, Folly Beach, South Carolina, 29439

or to such other address as the Association may from time to time notify the owners and the Declarant.

All notices to Declarant shall be delivered or sent in care of Declarant at:

c/o Turn of River, LLC, P. O. Box 1500, Folly Beach, South Carolina, 29439

or to such other address as Declarant may from time to time notify the Association.

All notices to mortgagees shall be delivered or sent to such addresses as such mortgagees specify in writing to the Association.

Section 4. General Maintenance and Repair.

(a) All maintenance of and repairs to any Unit (other than maintenance of and repairs to any Common Area contained therein which are not necessitated by the negligence, misuse or neglect of the Owner of such Unit or such Owner's invitees or licensees), including internal installations for the sole benefit of such Unit, such as telephones, air conditioners, heating elements, plumbing lines and fixtures, electric fixtures, doors, windows, lamps, etc., shall be made by the Owner of such Unit. All maintenance and repair shall be performed promptly and diligently by each Owner obligated to do same. Each Owner shall be responsible for all damages to any Unit and/or the Common Area caused by his failure to maintain or make repairs. An Owner shall reimburse the Association or another Owner, as applicable, for any expenditures incurred in repairing or replacing any Common Area or other Unit damaged through his neglect, including any deductible paid by the Association or the other Owner prior to receipt of any insurance proceeds for such damage.

(b) All maintenance, repairs and replacements to the Common Area and Limited Common Area, whether located inside or outside of the Units (other than maintenance of and repairs to the Common Area contained therein which are necessitated by the negligence, misuse or neglect of the Owner of such Unit or such Owner's invitees or licensees) shall be made by the Association and be charged to all the Unit Owners as a Common Expense.

(c) The Association shall have access to each Unit and Limited Common Area from time to time during reasonable hours, as determined by the Board of Directors, for the maintenance, repair or replacement of any Common Area, or for making emergency repairs therein to prevent damage to the Common Area or to another Unit.

Section 5. Alternations or Improvements by Board. Additions, alterations, or improvements included within the Association budget or costing Five Thousand (\$5,000.00) Dollars or less may be performed by the Board of Directors without approval of the Unit Owners, and the cost thereof shall constitute part of the Common Expense. Additions, alterations or improvements not included within the approved budget and costing more than Five Thousand (\$5,000.00) Dollars must be approved by the Board of Directors and by a vote representing fifty one (51%) percent of the Common Interests of the Unit Owners.

Section 6. Maintenance and Decoration of Unit Interiors. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings of his Unit, and such Unit Owner may decorate, and shall maintain, such interior surfaces in good condition, at his sole expense. Such use, decoration and maintenance, including the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association. The interior surfaces of all windows forming part of the perimeter wall of a Unit shall be cleaned by the Unit Owner. Decorating of Common Area (other than interior surfaces within the Units as above provided), and any redecorating of Units made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Area by the Association, shall be furnished by the Association as part of the Common Expense.

Section 7. Unit Mortgages. Each Unit Owner shall have the right, subject to the provisions hereof, to make a separate mortgage or encumbrance on his Unit. No Unit Owners shall have the right to make or create, or cause to be made or created, any mortgage, encumbrance or other lien on or affecting the Property or any part hereof, except his Unit.

Section 8. Encroachments. If any Unit shall encroach upon any Common Area for any reason not caused by the purposeful or negligent act of the Unit Owner(s), or agents of such Owner(s), then an easement appurtenant to such Unit shall exist for the continuance of such encroachment on the Common Area for so long as such encroachment shall naturally exist. If any portion of the Common Area shall encroach upon any Unit then an easement shall exist for the continuance of such encroachment of the Common Area into any Unit for so long as such encroachment shall naturally exist.

Section 9. Real Estate Taxes and Assessments. It is intended that real estate taxes, assessments and similar charges shall be separately assessed against each Unit Owner for his Unit and his Common Interest in the Common Area, as provided in the Act. If, for the year in which this Master Deed is recorded, such taxes, assessments or charges are not separately taxed to each Unit Owner, but are taxed or assessed on the Property as a whole, then each Unit owner shall pay his proportionate share thereof in accordance with his respective Common Interest. The Board of

Directors of the Association shall determine the amount due and notify each Unit Owner as to the real estate taxes payable by such Owner.

ARTICLE VI

Section 1. Regular Assessments and Budget. Assessments shall be computed and assessed against all Units as follows:

(a) Fiscal Year and Annual Budget. The fiscal year of the Association shall be the calendar year. Unless otherwise determined by the Board of Directors, the Board of Directors shall prepare or cause to be prepared by December 1 an operating budget (the "Budget") for the next fiscal year setting forth the estimated Common Expenses and anticipated revenues of the Association for such fiscal year, and any projected deficit or surplus from the preceding fiscal year. The Budget, once approved by the Board of Directors, shall serve as the basis for assessments to all Owners (the "Assessments") for such fiscal year and the primary guideline under which the Association shall be projected to be operated during such fiscal year. If the Board fails for any reason to adopt a Budget for the fiscal year, then until such time as it is adopted, the Budget and Assessments in effect for the current year shall automatically be increased effective the first day of the fiscal year in the same proportion as any percentage increase of the then current calendar year over the preceding calendar year, in the Consumer Price Index (all Urban Consumers, United States City Average, All Items), or its successor index, as determined by the Board of Directors. Such adjusted Budget shall be the Budget for the succeeding year, until a new Budget is adopted. Within ninety (90) days following the close of the Association's fiscal year, or such later date as the Board of Directors determines is warranted, the Board of Directors shall cause an unaudited financial statement of the Association (the "Annual Report") to be prepared by a public accountant licensed to practice in the State of South Carolina. Upon request, a copy of the Annual Report shall be provided to any Owner of any Unit.

(b) Determining the Budget. The Budget and the Assessments shall be based upon annual estimates by the Board of Directors of the Association's revenues and its cash requirements to pay all estimated expenses and costs arising out of or connected with the use, maintenance and operation of the Common Area and the operation of the Association. Such estimated expenses and costs may include, among other things, the following: expenses of management, including compensation of any management agent; taxes and special assessments; insurance premiums; repairs and maintenance; wages and personnel expenses for Association employees; utility charges; legal and accounting fees; any deficit remaining from a previous period; creation of one or more reasonable contingency reserves and/or sinking funds; any principal and interest payments due for debts of the Association; and any other expenses, costs and existing or projected liabilities which may be incurred by the Association. Such expenses and costs shall constitute the Common Expenses.

(c) Allocation of Assessments. Except as expressly stated below, the Owner of each Unit shall pay that percentage of the Assessments as the Owner's Common Interest bears to all Common Interests. (See Exhibit G.) A different allocation may apply for (i) property insurance premiums to the extent that the insurance premium(s) are based on an allocation of

current insured values for the Units which differs from the allocation of Common Interests (see Article IV, Section 8(c)), (ii) any Special Assessments allocable to specific Unit Owners, and (iii) any costs of constructing, repairing or maintaining any improvement to a Limited Common Area (such as screens, windows, awnings, panels, tiles, etc.) which is not part of the original improvements in or to the Limited Common Area, but have been added by a current or previous Owner of the Unit.

(d) When Assessments for Units Begin. Assessments for new Units shall commence on the first day of the calendar month following the date that (i) a final certificate of occupancy has been issued for the Unit (if a new Unit) and (ii) the Building containing the Unit has been subjected to this Master Deed. The applicable Assessment for such Unit shall be pro-rated and shall be payable for the balance of the current fiscal year.

(e) Assessments for Units Owned by Declarant. Declarant and Affiliates of Declarant shall pay Assessments on Units owned by them in the same manner as other Unit Owners. Until the end of the first full calendar year of operation of the Association, the Declarant may, in its sole discretion, also elect to contribute to the Association some or all of any amount by which the actual expenditures of the Association exceed the Assessments collected by the Association during such period.

(f) Notice of Assessments. Unless the Board of Directors elects a longer payment period, the Assessments shall be due and payable monthly in advance. Unless otherwise determined by the Board of Directors, the Association shall, by December 15, furnish to each Unit Owner a copy of the Budget for the forthcoming fiscal year and a statement of the amount of the periodic Assessment payable by such Owner. After a Unit owner has been notified of the amount of the periodic Assessment, no further notice of the Assessment due shall be required.

(g) Payment of Assessments. Unless otherwise expressly approved by the Board of Directors, Assessments shall be due and payable prior to the first day of the period to which they apply.

(h) Special Assessments. In addition to the regular Assessments authorized above, the Board of Directors may levy during any fiscal year one or more Special Assessments which cumulatively do not exceed Two Hundred Dollars (\$200.00) per one percent (1%) interest in the cumulative Common Interests. In addition, the Board of Directors may levy one or more Special Assessments to cover the cost of any unbudgeted property taxes or assessments or, in the event of an insured loss or event, any deductible amount under the insuring policy. Any other Special Assessment levied by the Board of Directors shall have the approval of Units representing a majority of the Common Interests. Meetings of Owners for the purpose of considering a Special Assessment shall be held only after written notice by the Association to the Owners of the Units, in accordance with the notice procedure set forth in Article V, Section 3. The meeting shall occur no earlier than seven (7) days after the date of mailing or delivery. The notice shall state generally the purpose and amount of the proposed Special Assessment. Owners may be represented at such meetings by written proxy, which proxy may be held by any Person. Special Assessments shall be payable by the date determined by the Board of Directors, but no earlier than

fourteen (14) days after notice of such Assessment shall have been given to the Owner in accordance with Article V, Section 3.

(i) Effect of Non-Payment of Assessments. Any Assessment (including any Special Assessment) which is not paid to the Association when due by an Owner shall be delinquent. The Board of Directors may levy an administrative charge not to exceed five percent (5%) of the amount due, plus interest of one (1%) percent per month of the unpaid Assessment from the date when due. Such charges 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 such charges or interest if it determines, in its sole discretion, that the failure to pay the Assessment or charge when due was caused by circumstances beyond the control of the Owner. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Area or abandonment of his Unit.

(j) Creation of Lien and Personal Obligation for Assessments. Assessments, including Special Assessments, interest and charges thereon, and costs of collection thereof (including reasonable attorneys' fees and expenses) shall be (i) the personal obligation of the Person who was the Owner of such Unit at the time when the assessment fell due and, unless expressly agreed by the Board of Directors of the Association, also of any subsequent Owner, (ii) a charge on the Unit to which such assessments are applicable and (iii) a continuing lien upon each Unit in favor of the Association. To evidence a lien for sums assessed pursuant to this Section, the Association may, but shall not be required to, prepare a written notice of lien setting forth the amount of the unpaid Assessment or Special Assessment, the due date, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such notice shall be signed and acknowledged by a duly authorized officer of the Association or any managing agent of the Association and may be recorded in the R.M.C. office for Charleston County. No notice of lien shall be recorded until there is a delinquency in payment of the Assessment. Such lien may be enforced as set forth in this Master Deed or otherwise permitted by law.

(k) Subordination of the Lien; Mortgagee Rights. The lien of the Assessments provided for herein shall be subordinate to the lien of any unpaid taxes and any recorded mortgage on the applicable Unit. Sale or transfer of any Unit shall not affect the lien of the Assessments. However, pursuant to Section 27-31-210(b) of the Act, if a mortgagee of any mortgage of record or other purchaser of a Unit obtains title at a foreclosure sale, the Person acquiring title shall not be liable for Assessments allocable to the Unit which accrued after the date of recording of the mortgage and prior to the acquisition of title at the foreclosure sale. Such unpaid Assessments shall be deemed Common Expenses collectible from all Unit Owners, including the Person acquiring title, its successors and assigns, in accordance with their respective Common Interests.

(l) Remedies. The Association may bring an action at law against the delinquent Owner personally for the collection of any delinquent Assessment or Special Assessment, or foreclose the lien against the delinquent Owner's Unit in the same manner in which a mortgage on real property may be foreclosed in the State of South Carolina. The Association shall have the

right to bid in at any foreclosure sale, and, upon conveyance to the Association, thereafter hold, lease, mortgage, or convey the subject Unit.

(m) Abatement of violations by Unit Owners. All Units shall be utilized, resided in and operated in accordance with the provisions of this Master Deed, the ByLaws, and the rules and regulations promulgated from time-to-time by the Association. The violation or breach of any such provision shall give the Board of Directors the right (which right may be delegated to any management agent of the Association), in addition to other rights set forth in this Master Deed or permitted by law, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

(n) Discharge of Mechanics Liens. The Board of Directors may cause to be discharged any mechanic's lien or other encumbrance which in the opinion of the Board of Directors may constitute a lien against the Common Area. Where less than all of the Owners are responsible for the existence of said lien, the Owners responsible, as determined by the Board of Directors, shall be jointly and severally liable for the amount necessary to discharge the same, and for all related costs and expenses, including attorney's fees and court costs, incurred by reason of the lien.

(o) Attorneys Fees and Costs. In any suit or action brought by the Declarant or the Association to enforce any of the provisions of the Declaration or the Bylaws, the Declarant or the Association shall be entitled to recover from any other party to the suit or action which is subject to this Declaration its costs and disbursements and reasonable attorneys' fees and expenses in such suit or action and any appeal thereof.

(p) Statement of Account. Upon payment of a reasonable fee determined by the Board of Directors and upon written request of any Owner, mortgagee, lessee, prospective mortgagee, or prospective purchaser or lessee of a Unit, the Association shall issue a written statement (which shall be conclusive upon the Association) setting forth the following:

- (i) The amount of unpaid annual Assessment or Special Assessment, if any, applicable to such Unit.
- (ii) The amount of the current annual Assessment and any current Special Assessment and the date or dates upon which any payment thereof shall become due.
- (iii) The amount of any credit for advance payments of, annual Assessments or Special Assessments.

ARTICLE VII

Section 1. Submerged Lands. In accordance with Section 27-31-100(f) of the Act, as it exists on the date of recordation of this Master Deed, all activities on or over and all use of any submerged lands or other critical areas within the Property are subject to the jurisdiction of the South Carolina Department of Health and Environmental Control, including, but not limited to,

the requirement that any activity or use must be authorized by the South Carolina Department of Health and Environmental Control. Each Unit Owner is liable to the extent of his ownership for any damages to, any inappropriate use of, and any duties or responsibilities concerning any submerged land, coastal waters, or any other critical area within the Property.

Section 2. Compliance and Conflict. This Master Deed is intended to comply with the Act. If any provision of this Master Deed conflicts with a mandatory provision of the Act, the provisions of the Act will apply and control. If such invalidates any provision of this Master Deed, such invalidation will not affect any of the other provisions contained herein, and they shall remain in full force and effect.

Section 3. Amendments by Association. Amendments to this Master Deed, other than those authorized by Section 4, below, shall be adopted, upon the vote of at least two-thirds (2/3rds) of the Common Interests, in accordance with the procedure set forth in the Bylaws; provided, however, that no amendment which imposes a greater economic or legal burden on Declarant than exists under the current provisions of this Master Deed shall be valid unless it is approved, in writing, by Declarant.

Section 4. Amendments by Declarant. Notwithstanding any other provision herein or in the Bylaws, Declarant may amend this Master Deed without the consent of the Association, any Owner, any easement grantee, or any mortgagee if, in Declarant's opinion, such amendment is necessary to (i) bring any provision of the Master Deed into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which is in conflict with this Master Deed; (ii) enable any reputable title insurance company to issue title insurance coverage with respect to any Units subject to this Master Deed; (iii) enable any mortgagee to make mortgage loans on any Unit or other improvements subject to this Master Deed; (iv) enable any governmental agency or private mortgage insurance company to insure mortgages on the Units subject to this Master Deed; (v) enable any insurer to provide insurance required by this Master Deed; (vi) comply with any regulation of a Federal Home Loan Bank Board, Veterans Administration, Department of Housing and Urban Development and/or the Federal Housing Administration, or (vii) clarify any provision of this Master Deed or eliminate any conflict between provisions of this Master Deed.

Section 5. Title. Every Unit Owner shall promptly cause to be duly recorded with the R.M.C. Office for Charleston County the deed or other document conveying the Unit to such Owner. Upon request of the Board of Directors, the owner shall file a true copy of such evidence of title with the Board of Directors or its designee.

Section 6. Management Agreement. Any agreement for management of the Association or the Common Area, or any other contract providing for services of the Declarant or an affiliate of the Declarant shall not exceed three (3) years and shall be on terms which are reasonably comparable to those which would be available from another entity of equal qualifications. Any such agreement shall provide for termination by either party without cause and without payment of a termination fee on not less than ninety (90) days written notice.

Section 7. Right of Declarant to Sell, Lease and Repair Units and Common Areas. So long as Declarant or any affiliate of Declarant shall own any Unit, whether by reacquisition or otherwise, the Declarant or affiliate shall have the absolute right to lease, sell or mortgage any such Unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interest, and as to the lease, sale or mortgage of any Unit by the Declarant. This provision of the Master Deed may not be suspended or superseded by any amendment unless consented thereto, in writing, by the Declarant. Declarant shall have the right to transact on the Property any business necessary to consummate sale of Units, including, but not limited to, the right to maintain models, have signs, employees in the office, use the Common Area and to show Units, and may assign this commercial usage right to such other persons or entities as it may choose. Declarant has the further right, but not the obligation to continue to make repairs and improvements to Common Areas without cost to the Association.

Section 8. Applicable Law. This Master Deed and the Bylaws shall be construed in accordance with the laws of the State of South Carolina. Any provisions of the Act which are required to be incorporated herein but which are not specifically set forth herein shall be deemed to be incorporated herein by reference. In all cases, the provisions set forth or provided for in this Master Deed shall be construed together and given that interpretation which, in the opinion of Declarant or the Board of Directors, will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be extended by implication as to make them fully effective. The captions herein as to the contents of various portions of the Master Deed are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular provisions to which they refer. The effective date of this Master Deed shall be the date of its filing for record in the R.M.C. office for Charleston County, South Carolina.


Section 9. Interpretation. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to any Person, as defined herein, shall in all cases be assumed as though in each case fully expressed.

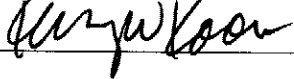
IN WITNESS WHEREOF, the Declarant has hereunto set its Hand and Seal this 19th day of June, 1999.

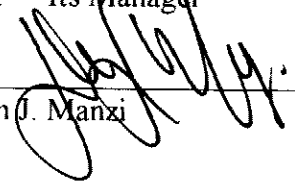
WITNESSES:

TURN OF RIVER, LLC,
A SOUTH CAROLINA
LIMITED LIABILITY COMPANY

BY: Its Manager







John J. Manzi

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me the undersigned witness who swore that s/he saw the within named John J. Manzi, as Manager of Turn of River, LLC, a South Carolina limited liability company, sign, seal and as its act and deed, deliver with within written Master Deed and that s/he with the other witness above subscribed, witnessed the execution thereof.

Lucille Branch

SWORN TO BEFORE ME THIS
1st day of June, 1999.

Henry Koon
Notary Public for South Carolina
My Commission Expires: 3-17-09

EXHIBIT A: PROPERTY DESCRIPTION

All that certain piece, parcel and tract of land, together with all improvements thereon, situate, lying and being in the City of Folly Beach, Charleston County, South Carolina, being shown and designated as "TRACT F 1.07 ACRES 46,739.93 sq. ft." on a plat entitled "PLAT OF TRACT B, 0.60 ACRES AND TRACT F, 1.07 ACRES MARINER'S CAY CITY OF FOLLY BEACH CHARLESTON COUNTY, SOUTH CAROLINA" made by James G. Pennington, P.L.S., dated October 26, 1993, and recorded October 28, 1993, in Plat Book CO at page 19 in the RMC Office for Charleston County, South Carolina.

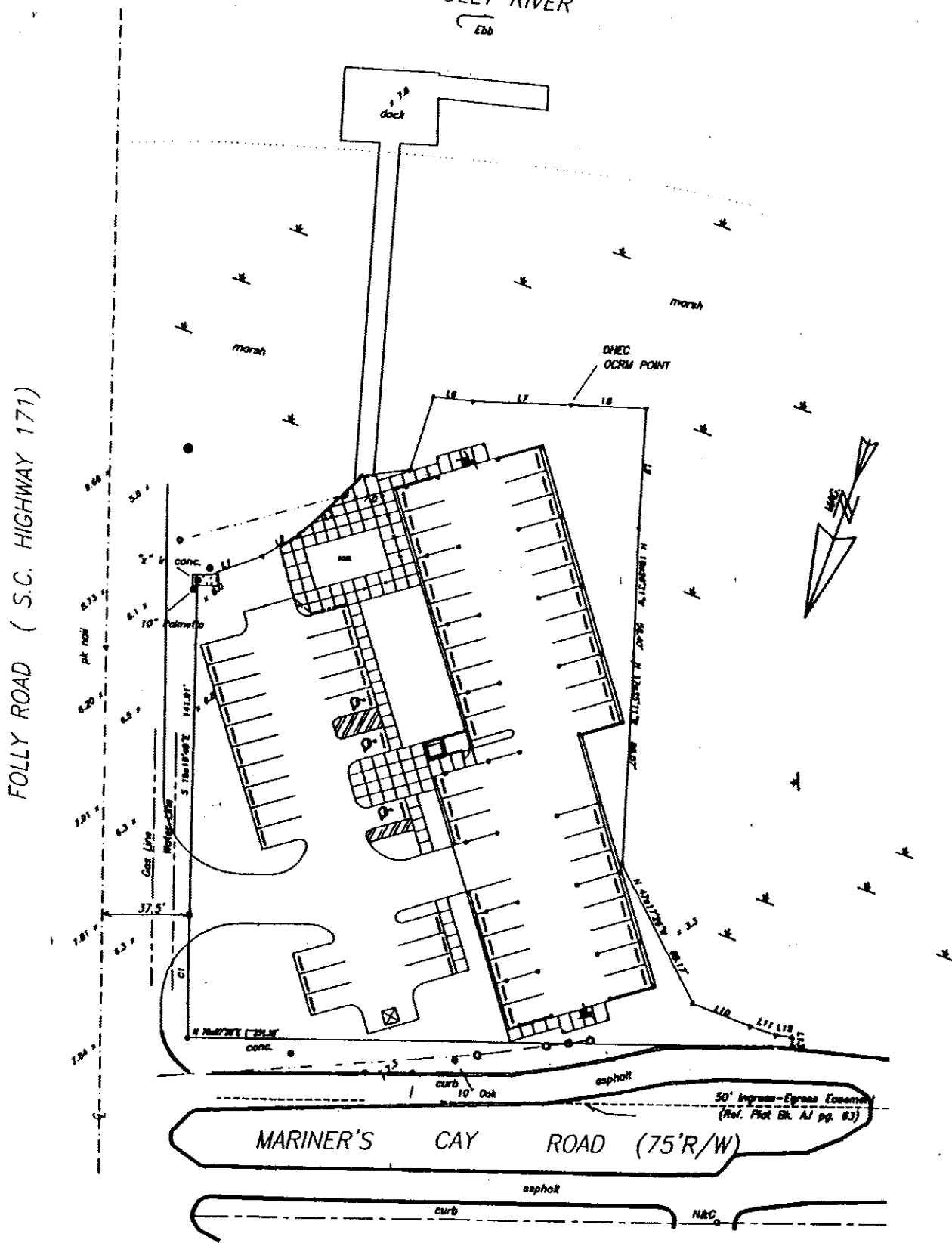
Said tract of land having such size, shape, dimensions, buttings and boundings, more or less, as will more fully and at large appear by reference to said plat.

Subject to all easements, restrictions, comments, matters and limitations of record, including, without limitation, those shown on said plat.

Being those premises conveyed to John J. Manzi, Judy A. Manzi, Jack H. Fried, and Anne M. Fried by deed of Riverfront Partners, Inc., dated 14 August 1997, and recorded 15 August 1997 in Book 288 at Page 426 in the RMC Office for Charleston County, South Carolina.

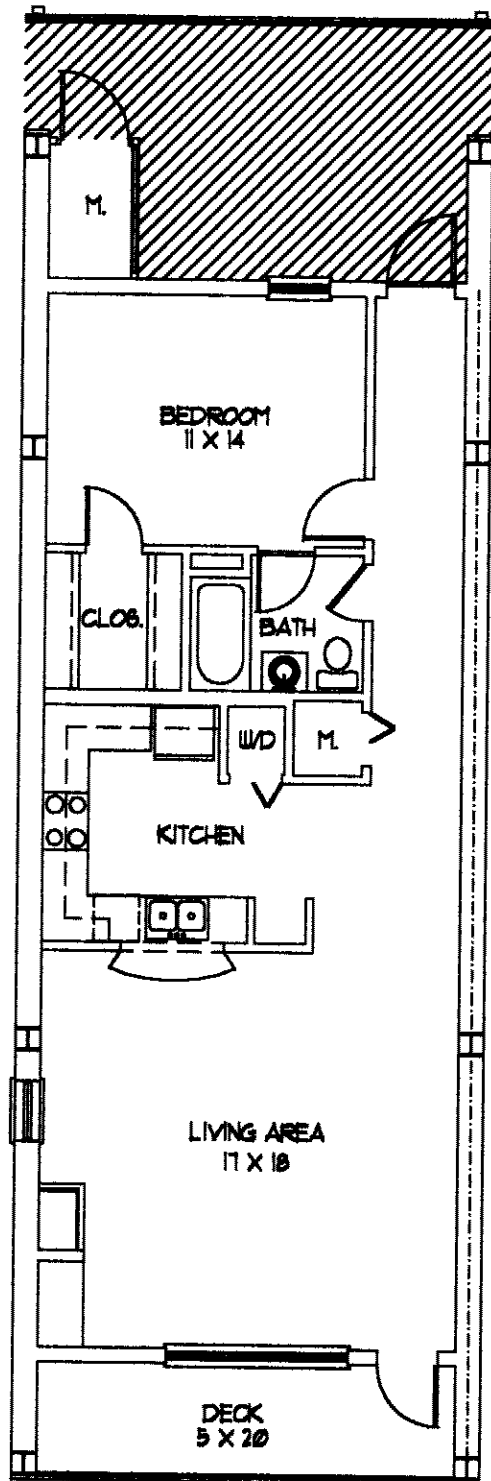
TMS: 328-00-00-012

EXHIBIT "B"
PLOT PLAN
FOLLY RIVER



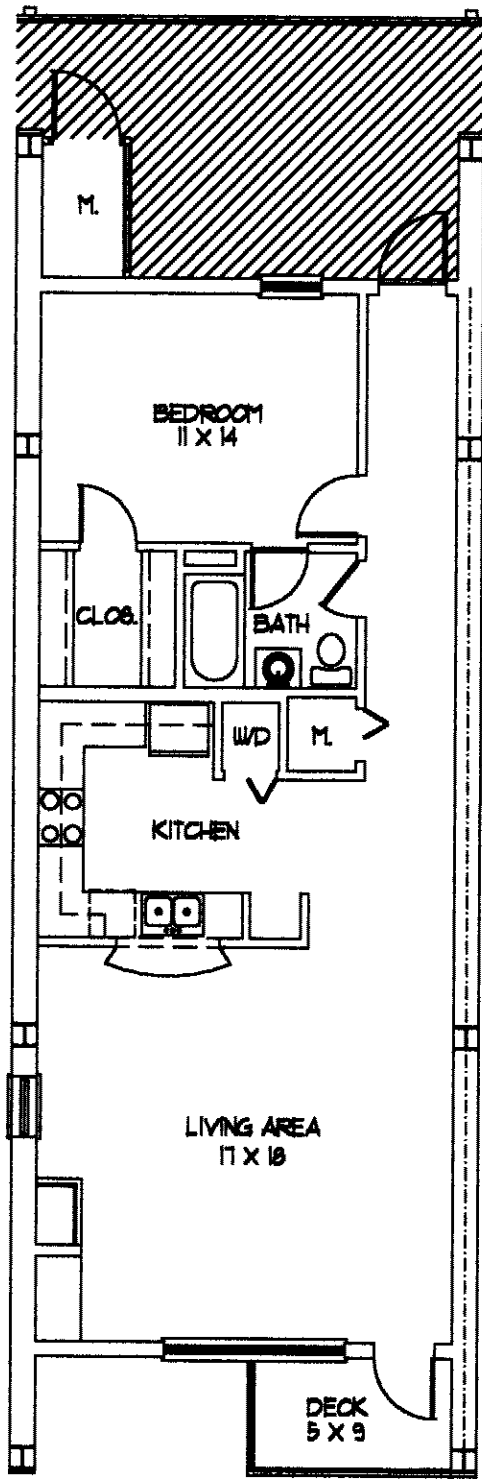
Site Plan

EXHIBIT "C"
UNIT PLANS

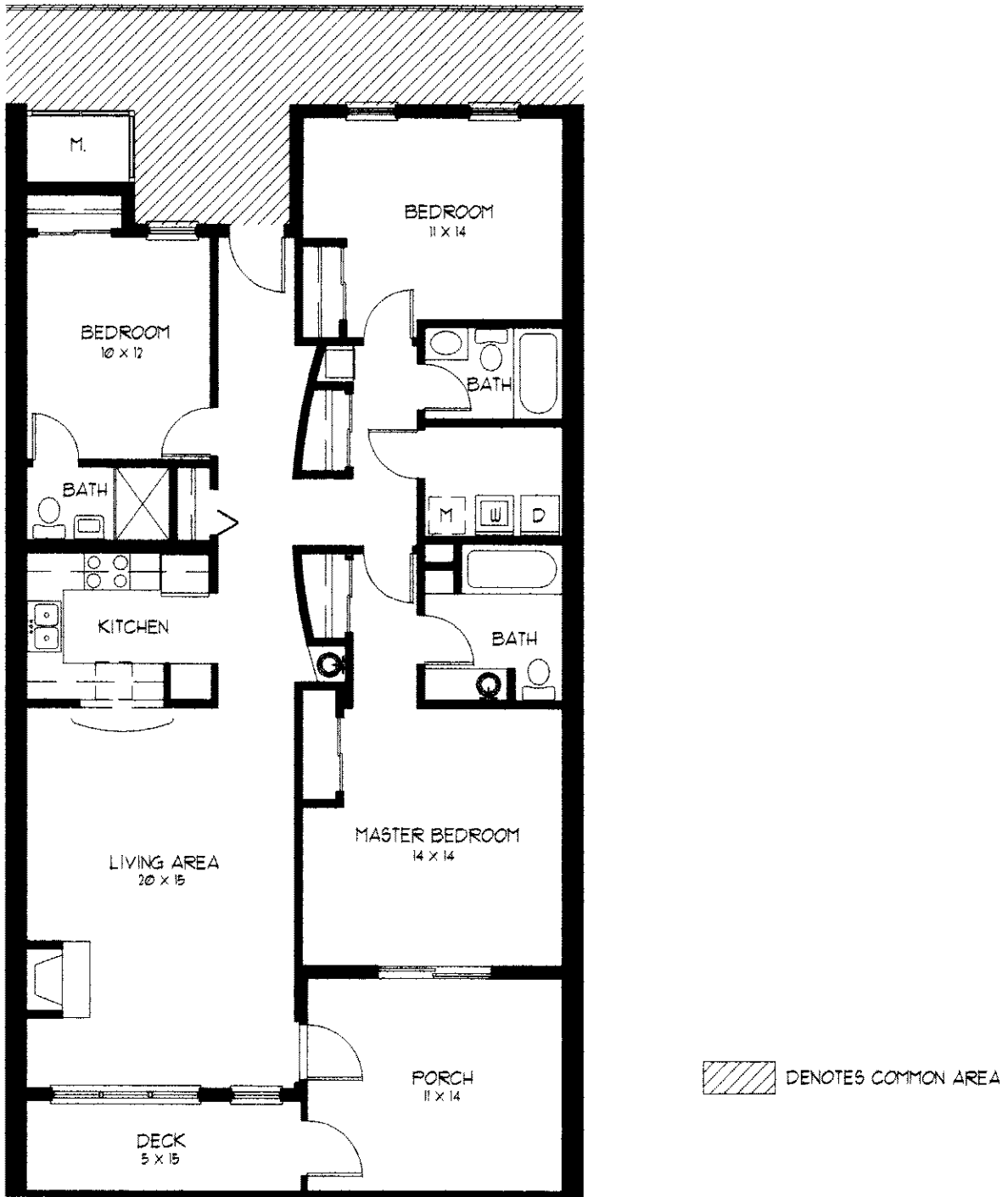


 DENOTES COMMON AREA

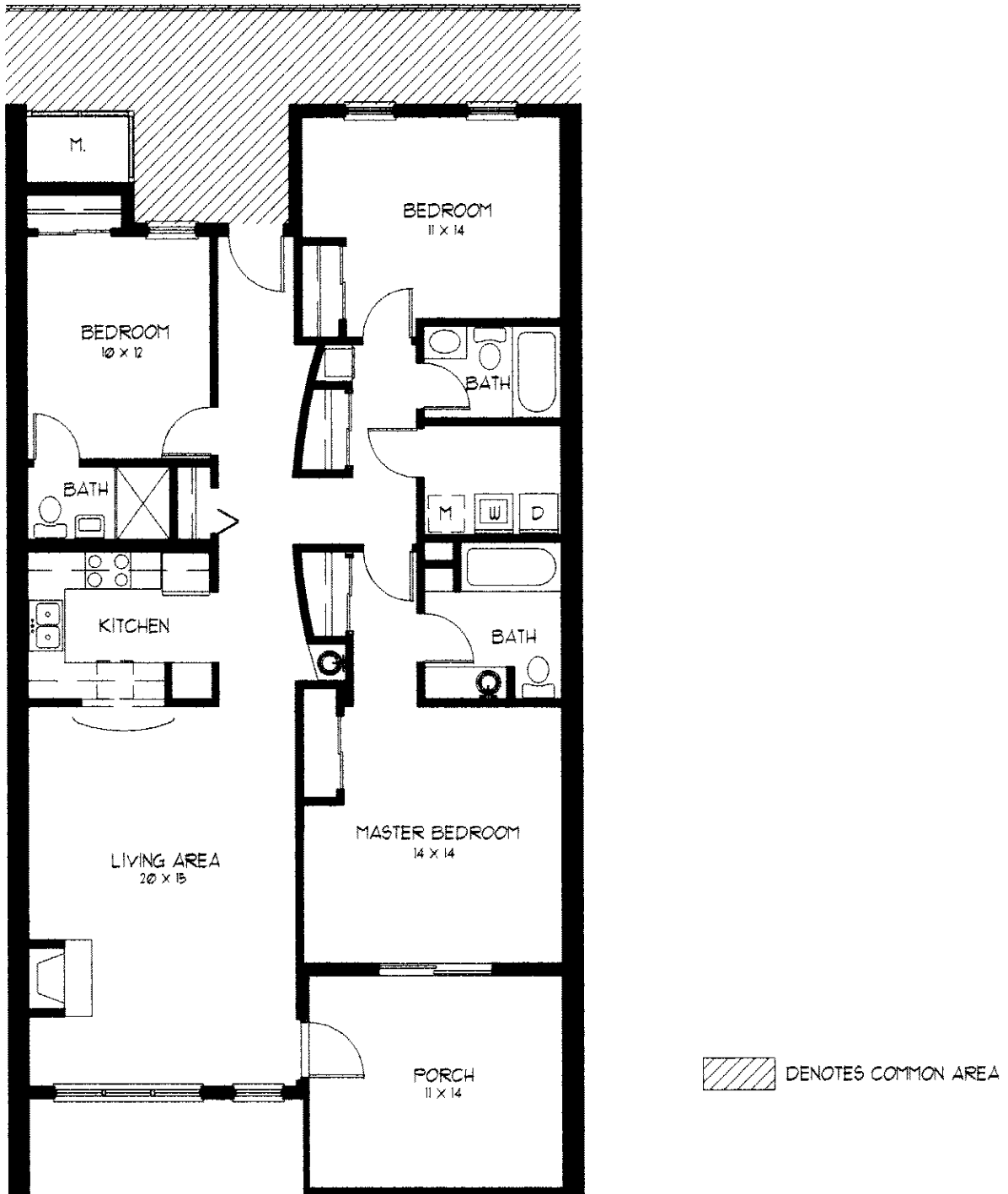
FIRST FLOOR
TYPICAL KEY / DIMENSION FLOOR PLAN UNIT A
NT8



SECOND THRU FOURTH FLOORS
TYPICAL KEY / DIMENSION FLOOR PLAN UNIT A
NT8



FIRST FLOOR
TYPICAL KEY / DIMENSION FLOOR PLAN UNIT B
NT6

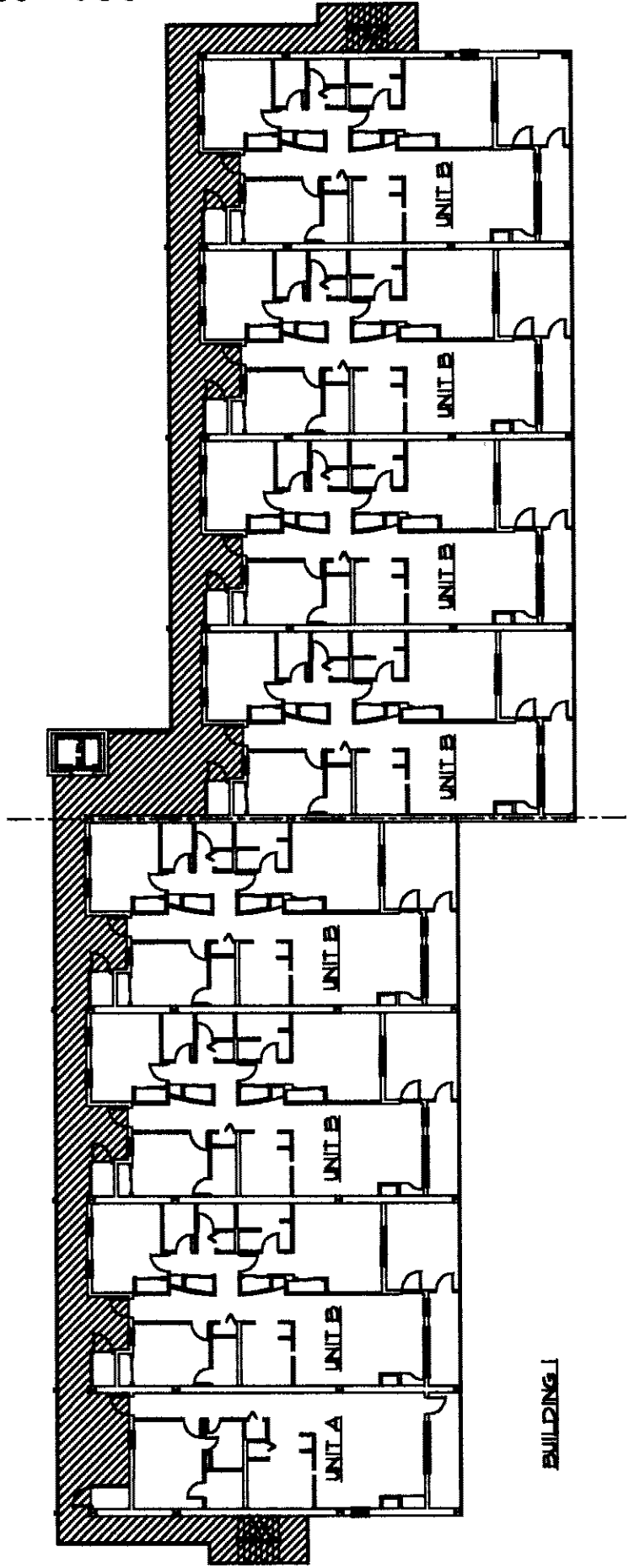


SECOND THRU FOURTH FLOORS
TYPICAL KEY / DIMENSION FLOOR PLAN UNIT B
NTS

BK F 328 PG 579

EXHIBIT "D"
BUILDING FLOOR PLANS

D-1



FIRST FLOOR
BUILDING FLOOR PLAN
NYS



DENOTES COMMON AREA

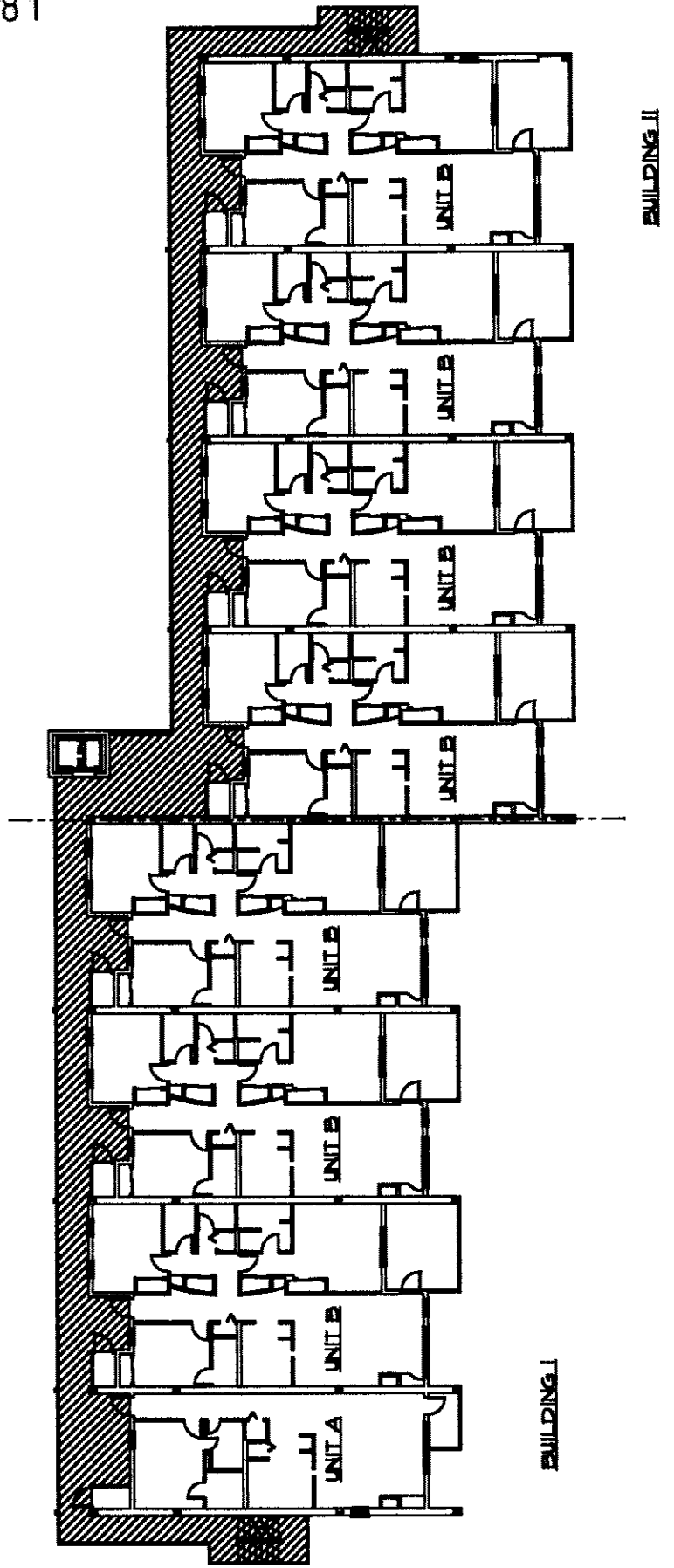


BUILDING II

BUILDING I

D-2

8K F 328PG581



SECOND THROUGH FOURTH FLOORS
BUILDING FLOOR PLAN
NTS



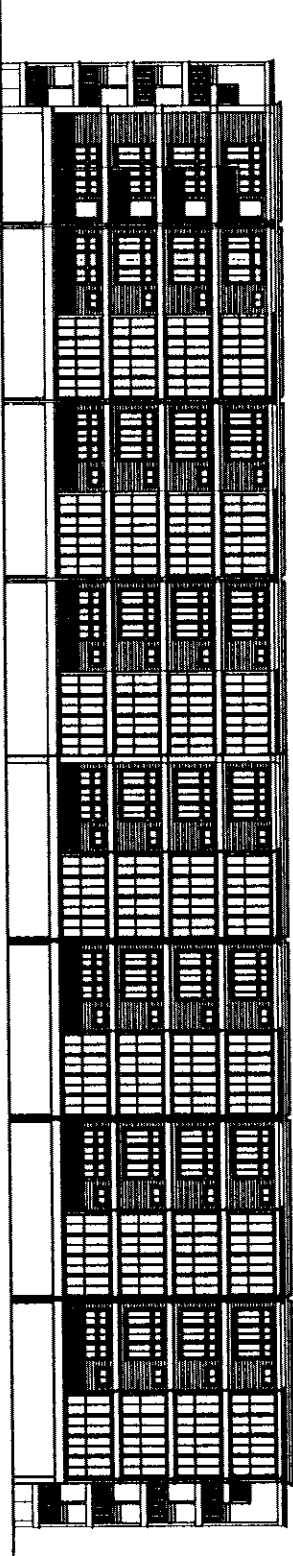
DIAGONAL HATCHING
DENOTES COMMON AREA

BUILDING I

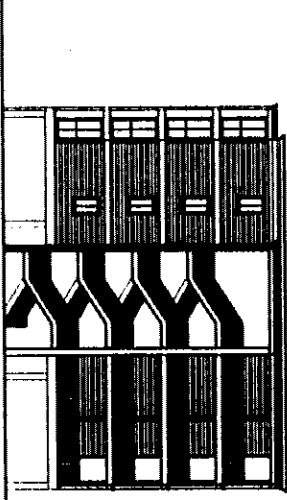
BUILDING II

EXHIBIT "F"
ELEVATIONS

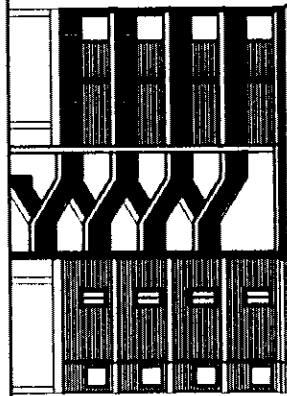
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



NORTH ELEVATION

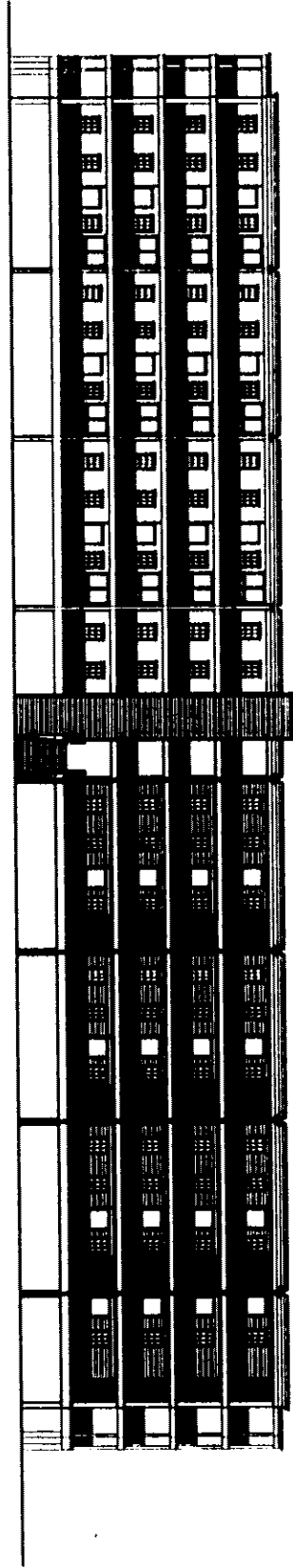


EXHIBIT "G"
UNIT SIZES AND DESIGNATIONS

BUILDING 1

Number of Units

Size and Designation

16
1,679 gross square feet (1,477 conditioned square feet) three bedroom Units, being Units 1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 3A, 3B, 3C, 3D, 4A, 4B, 4C and 4D

16 Total Units

BUILDING 2

Number of Units

Size and Designation

12
1,679 gross square feet (1,477 conditioned square feet) three bedroom Units, being Units 1E, 1F, 1G, 2E, 2F, 2G, 3E, 3F, 3G, 4E, 4F and 4G

4
1,119 gross square feet (1,054 conditioned square feet) one bedroom Units, being Units 1H, 2H, 3H and 4H

16 Total Units

32 UNITS IN BOTH BUILDINGS

Bk F328 PG 584A

EXHIBIT "H"
PERCENTAGES OF COMMON INTERESTS

<u>UNITS</u>	<u>VALUE OF EACH</u>	<u>UNDIVIDED % INTEREST IN COMMON AREA</u>	<u>TOTAL VALUE THESE UNITS</u>	<u>TOTAL % THESE UNITS</u>
EACH UNIT <u>EXCEPT</u> UNITS 1H, 2H, 3H AND 4H	\$200,000	3.3358%	\$5,600,000	90.3224%
UNITS 1H, 2H, 3H AND 4H	\$150,000	2.4194%	\$600,000	9.6776%
TOTALS			\$6,200,000	100%

EXHIBIT "H"
 PERCENTAGES OF COMMON INTERESTS

<u>UNITS</u>	<u>VALUE OF EACH</u>	<u>UNDIVIDED % INTEREST IN COMMON AREA</u>	<u>TOTAL VALUE THESE UNITS</u>	<u>TOTAL % THESE UNITS</u>
EACH UNIT <u>EXCEPT</u> UNITS 1H, 2H, 3H AND 4H	\$200,000	3.3358%	\$5,600,000	90.3224%
UNITS 1H, 2H, 3H AND 4H	\$150,000	2.4194%	\$600,000	9.6776%
TOTALS			\$6,200,000	100%

EXHIBIT "I"
 RULES AND REGULATIONS
 TURN OF RIVER OWNERS ASSOCIATION, INC.

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(f)	<u>Obeying Laws</u>	2
(g)	<u>Pets</u>	2
(h)	<u>Signs and Antennas</u>	3
(I)	<u>Approval of External or Structural Modifications</u>	3
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In order to create a congenial, safe and dignified living atmosphere which is respectful of the concerns of Turn of River Owners, these Rules and Regulations have been adopted. These Rules and Regulations and the separate Dock Rules supplement the Master Deed of the Regime and the Bylaws of the Association. They apply to Owners and their families, tenants, guests, agents, invitees, contractors, employees and others.

(a) Residential and Business Usage. All Units shall be utilized for single family residential purposes only. No business or business activity shall be carried on upon any Unit at any time; provided, however, that (i) nothing herein shall prevent Declarant or its designee, or any entity approved by the Board of Directors, from using any Unit owned by Declarant or leased by Declarant from carrying on business related to the development, sale, leasing, or management of the Property and (ii) to the extent allowed by applicable zoning laws, a private office may be maintained in a Unit as long as such use is incidental to the primary residential use of the Unit, does not violate any applicable law, does not involve any exterior signage or advertising of the Unit as a place of business, and does not contribute to parking, traffic or security problems, all in the opinion of the Board of Directors.

(b) Prohibited Uses. A Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will, in the sole opinion of the Board of Directors, (i) increase the insurance rates on his Unit or the Common Area, (ii) obstruct or interfere with the rights of other Unit Owners, or the Association or (iii) annoy other Unit Owners by unreasonable noises or otherwise. A Unit Owner shall not commit or permit any nuisance, immoral, improper, offensive or illegal act in his Unit or on the Common Area.

(c) Owner Responsible for Conduct of Others in Unit. Each Unit Owner shall be deemed responsible to the Association for the conduct of members of his household and his tenants, agents, invitees, guests, and pets while on Turn of River property, but the responsibility of the Unit Owner shall not relieve any member of his household or any of his tenants, agents, invitees, or guests from any liability to the Association or to a Unit Owner for their own acts.

(d) Access to Turn of River. Access to Turn of River property for personal guests or invitees may be authorized by Unit Owners, Unit tenants and immediate family members of such Owners or tenants and who are age 18 or older. All access is subject to these Rules and Regulations. Personal guests and invitees may not authorize access for others unless approved by the Board of Directors or any management agent for Turn of River. Only persons with proper authorization may remain on Turn of River. Any guest or invitee may be required to provide the management agent, the Board of Directors, or law enforcement officials with proper identification and the name and telephone number of the person who authorized his access.

(e) Access to Amenities. Access to Turn of River amenities, such as the pool and dock areas, is limited to Unit Owners, Unit tenants, immediate family members of such Owners or tenants, and personal guests who are accompanied by a Unit Owner, tenant or immediate family member of such Owner or tenant.

(f) Obeying Laws. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Property shall be observed.

(g) Pets. A Unit Owner may keep a domestic pet in his Unit under the regulations promulgated by the Association from time to time. A Unit Owner may not keep any other animals, livestock or poultry, nor may any of the same be raised, bred, or kept upon any portion of the Property, including any balcony or patio. All pets shall be housed within the Unit. Pets must not constitute a nuisance or cause unsanitary conditions. Incessant barking or howling of a dog which is clearly audible in another Unit shall be a nuisance, unless otherwise expressly determined by the Board of Directors. No pet shall be permitted to leave its excrement on any portion of the Common Areas or Area of Common Responsibility or the Unit of another Owner and any owner of such pet shall immediately remove the same. The Board of Directors shall have the right to determine, in its sole discretion, whether a particular pet meets the criteria set forth above, and, if not, it may require the owner of the pet to remove such pet from the Property.

(h) Signs and Antennas. Unless otherwise expressly permitted in writing by the Board of Directors, an Owner (i) shall place no sign, advertisement or notice on the Common Area, Limited Common Area, or his Unit, and (ii) shall erect no antennas or aerials upon any part of his Unit or the Common Area which is visible from another Unit or the Common Area.

(i) Approval of External or Structural Modifications.

(1) Unless otherwise expressly permitted in writing by the Board of Directors, no modification of a Unit or Limited Common Area which would be visible from any other Unit or any portion of the Common Area, and no modification of a structural element of a Unit or the Common Area, shall be permitted until two (2) sets of plans showing the nature, shape, dimensions, materials, color and location thereof have been submitted to and approved by the Board of Directors or its designee.

(2) The Board of Directors or its designee shall have four (4) calendar weeks from receipt of all required information to review the submitted information. It may approve, reject or modify the proposed plans based on its perception of the consistency and harmony of the plans with the Master Deed, the design of Turn of River, and other practical and aesthetic factors deemed appropriate by the Board of Directors. Other Owners shall be given the opportunity to examine such plans upon prior written request during reasonable business at a location identified by the Board of Directors. If notice of approval, disapproval, proposed modification or request for additional information is received by the submitting Owner within such four (4) calendar week period, the plans shall be deemed approved.

(3) Compliance with the above procedures is not a substitute for compliance with other applicable building, zoning, subdivision and development standards ordinances and codes. The Association and Board of Directors shall not be responsible for any defects in any plans or specifications approved by the Board of Directors, nor for any structural defects in any work done according to such plans and specifications. Further, neither Declarant nor any member of the Board of Directors shall be liable for damages to anyone submitting plans or specifications for approval, or to any person affected by a mistake of judgment, negligence or non-feasance arising out of, or in connection with, the approval or disapproval or failure to approve or disapprove any such plans or specifications.

(j) Trash. Trash, garbage or other waste shall be placed in dumpsters at times and places designated by the Board of Directors. Except when moving household garbage or waste to the dumpsters or other designated pickup areas, it shall be kept in closed, sanitary containers inside the Unit. No trash, garbage or other waste shall be left on decks or porches or in Common Areas not expressly intended for such storage. All biodegradable garbage shall be placed in a sealed plastic bag before placing it in the dumpster.

(k) Obstruction of Common Areas. Unless otherwise expressly approved by the Board of Directors, corridors, stairs roads and common avenues of ingress and egress shall be used for no other purpose other than normal transit through them. No Owner or agent, servant, tenant, family member or invitees of an Owner shall park any vehicle or place or cause to be placed in the roads and common avenues, or encumber any corridors or stairs with furniture, packages or obstructions of any kind.

(1) Parking and Vehicles. Unless expressly approved by the Board of Directors or the management agent:

(1) the Owner(s) or tenants of a Unit and their guests or invitees may not occupy more than two (2) parking spaces, except that guests may park in areas designated for guest parking;

(2) no parking shall be permitted on streets or driveways unless clearly marked as parking spaces;

(3) no boat, boat trailer or unlicensed, unsafe or inoperable vehicle may be parked on the property;

(4) no house trailer, mobile home, or bus, and no recreational motor vehicle, truck or commercial vehicle over 3/4 ton capacity shall be parked on the property; provided that such vehicles which will fit into a designated parking space shall be permitted on the property for loading, unloading or maintenance services during normal business hours;

(5) no washing of vehicles is permitted on the Common Area and vehicle repairs shall be limited to minor emergency repairs, such as a dead battery or flat tire.

(6) vehicles violating these Rules may be towed at the sole cost and risk of the person violating the Rule.

(m) Firearms and Fireworks. The use of firearms, pellet or air guns, and bows and arrows is prohibited on Turn of River property. Fireworks are permitted only if expressly approved by the Board of Directors and if performed in a safe manner under the supervision of an adult.

(n) Swimming Pool Rules. The following pool rules apply:

(1) There is no life guard on duty. Swim at our own risk. No children under the age of 13 are allowed in the pool area unless accompanied by an adult.

(2) Pool hours are between 6:30 A.M. until 10:00 P.M. Persons in the pool at other hours may be requested to leave. The pool may be closed periodically for maintenance, in which event notice of closure shall be posted.

(3) Health and safety rules posted in the pool area shall be observed.

(4) Any Owner, resident or guest who wishes to use the pool area for a group function or party consisting of more than eight (8) people must obtain written permission from the Board of Directors or the management agent. Written permission will be granted on a first-come, first served basis except where permission is requested for a series of functions, in which case the Board of Directors or management agent reserves the right to determine the appropriate usage. At any function, the person hosting the party shall (i) be responsible for cleaning up before departure, (ii) be responsible for the conduct of their guests, and (iii) be in attendance at all times.

(5) Unless expressly approved by the Board of Directors, approval of a pool party shall not result in excluding other authorized persons from using the pool in the normal manner

(6) No pets are authorized in the enclosed pool area. Pets shall not be tied or left unattended in common areas while using the pool.

(7) Except at approved functions, food is permitted only in any designated areas. No glass containers are allowed in the enclosed pool area.

(8) No radios, cassette or compact disk players, phonographs, etc. are allowed in the pool area unless a headphone is used. Live entertainment is permitted only as part of an approved function and only if express approved.

(9) Inflatable or floating paraphernalia are not permitted in the pool except as swimming aids.

(o) Solicitations. Persons soliciting contributions or the purchase of goods or services, and persons seeking to distribute materials, brochures or information shall not be allowed access to Turn of River property unless (1) expressly required by law or the Board of Directors or (2) expressly invited, by name, as a guest of a specific Unit Owner or tenant, in which the person invited shall limit their solicitation to the person(s) expressly inviting them.

(p) Hanging of Clothing on Railings or Decks. Beach towels, bathing suits, clothing, etc. shall not be hung on decks and railings so as to be visible to a person in any other Unit or anywhere on Turn of River property.

(q) Waiver of violations by Board. The Board of Directors may, for good cause, as determined in its sole discretion, waive violations of these use provision or other rules and regulations promulgated from time to time. Such waiver shall be in writing.

(r) Fines for Violations. Without waiver of any other rights which the Association or any Owner may have under the Master Deed or applicable law, the Board of Directors may impose a fine of up to \$100 for each violation of these Rules and Regulations. Payment of the fine may be enforced in the same manner as any other Assessment.

EXHIBIT J

**DOCK RULES AND REGULATIONS
FOR
TURN OF RIVER HORIZONTAL PROPERTY REGIME**

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DOCK RULES AND REGULATIONS

FOR

TURN OF RIVER HORIZONTAL PROPERTY REGIME

Section 1. Definitions. These Rules and Regulations (the "Dock Rules") are adopted by the Board of Directors (the "Board of Directors") of Turn of River Owners Association, Inc. (the "Association") pursuant to Article IV, Section 5 of the Turn of River Master Deed (the "Master Deed"). The terms used in these Dock Rules have the same meaning as set forth in the Master Deed unless otherwise expressly stated.

1.1. "Dock" means all structures and fixtures of any kind which are part of the existing pier and dock under South Carolina Coastal Council Permit OCRM-95-ID-005-P, and all modifications and amendments to such Permit, plus any modification of the existing pier and dock. It includes, without limitation, any dock, finger pier, piling, walkway, bulkhead, cleat, wall, fence, sign, float, dock storage boxes, utility lines and outlets, and all additions or modifications thereof.

1.2. "Dock Committee" means any committee of the Association elected or designated by the Board of Directors to establish and enforce these Dock Rules. If no Committee has been appointed by the Board of Directors, the Board of Directors shall be deemed to be the Committee. The Board of Directors shall provide for the terms of the members of the Dock Committee and shall determine which member of the Dock Committee shall serve as its chairman. A majority of the Dock Committee shall constitute a quorum to transact business in any meeting, and the action of a majority present shall constitute the action of the Dock Committee. The Board of Directors may rescind or modify any action of the Dock Committee.

1.3. "Dock Expenses" means all expenses incurred by the Association in connection with the maintenance and management of the Dock.

1.4. "Slip" means a portion of the Dock which is intended for use by one (1) Vessel.

1.5. "Slip Renter" means a Turn of River Unit Owner or resident of a Unit who has the right to use a Slip pursuant to a written agreement (the "Slip Rental Agreement") with the Association. (See Sections 4 and 5.)

1.6. "Vessel" means any leisure or recreational motor boat, sailboat or other water craft using or proposing to use the Dock or a Slip. Unless otherwise expressly permitted by the Board of Directors, houseboats, house-like barges, seaplanes, and commercial marine vessels are prohibited. In the event of any dispute as to whether a particular vessel or boat is permitted to be kept in a Slip or

otherwise operated within the Dock, the determination of the Board of Directors, in its sole discretion, shall be dispositive.

Section 2. Restrictions on Dock Use Rights. Any right of a Unit Owner or any other Person to use a Slip is subject to:

2.1. The right of the Association to borrow money for the purpose of improving the Dock and, in connection therewith, to mortgage the Dock.

2.2. The right of the Association to take such steps as are reasonably necessary to protect the Dock against foreclosure, tax liens and governmental actions.

2.3. The right of the Association to suspend the use by any Owner or tenant of an Owner during any period during which the Unit Owner is not in good standing under the Master Deed or Slip Rental Agreement.

2.4. The right of the Association to maintain the Dock and Slips. For the purpose of performing maintenance of the Dock, the Association, through its duly authorized agents, employees or independent contractors, shall have the right, after reasonable notice to the Slip Renter, to enter upon any Slip or Vessel at reasonable hours on any day. Such notice shall not be required in the event of an emergency.

2.5. These Dock Rules, the Articles of Incorporation, the Master Deed and the Bylaws of the Association.

2.6. The right of fire, police, coast guard, health and sanitation and other public service personnel and vehicles to have access to, and use of, the Dock and any Vessel for the purpose of performing their duly authorized duties.

2.7. Any rights or restrictions lawfully imposed by any federal, state, county or municipal regulatory entity, including the right of the Declarant or Association to install or construct any facilities or improvements lawfully required by such regulatory entities.

2.8. In case of any personal emergency or apparent emergency originating in, or threatening any Slip or Vessel located at or near the Dock, regardless of whether the Vessel owner is present at the time of such emergency, the right of any person authorized by the Board of Directors or Dock Committee to enter such Slip and the Vessel located therein for the purpose of remedying or abating the cause of such emergency.

2.9. The right of any Unit Owner or tenant of a Unit Owner to have reasonable access to the Dock (but not to or across any Vessel at the Dock) for

the purpose of fishing, crabbing, or ingress or egress to a Vessel temporarily at the Dock; provided that such use is conducted in a manner which (a) is unlikely to cause injury to a Vessel at the Dock, the Dock, or a person on the Dock or on a Vessel at the Dock, and (b) does not interfere with the safe operation of the Dock or a Vessel at the Dock.

Section 3. Rules Regarding Use of Slips and Dock.

3.1. Slip Renter's Responsibility. Each Slip Renter shall keep his Slip and Vessel at all times in a neat, clean and safe condition. If the Slip Renter fails to do so, in the opinion of the Dock Committee, the Association may cause the necessary work to be done and the Slip Renter shall reimburse the Association therefor (and, if the Slip Renter is an Owner, the Owner shall be subject to a Special Assessment therefor, pursuant to the Master Deed). The Association or the Dock Committee shall have the right to remove from the Dock at the Slip Renter's cost any Vessel which is not maintained in a neat, clean and safe condition, as determined by the Dock Committee, but the Association and the Dock Committee shall have no liability to any Vessel owner to keep the owner's Slip or Vessel in a neat, clean and safe condition. If the expense of any maintenance, repair or reconstruction of any portion of the Dock or the Property is necessitated by the negligent or willful acts or omissions of a Slip Renter, or his agents, lessees, invitees, licensees, family or guests, such expenses and any other costs or expenses incurred by the Association as the result of such acts or omissions shall be borne by such Slip Renter (and, if the Slip Renter is an Owner, the Owner shall be subject to a Special Assessment therefor, pursuant to the Master Deed).

3.2. One Vessel. Except as otherwise expressly approved by the Dock Committee, only one (1) Vessel may be moored in a Slip at any time.

3.3. Commercial Activities. Except as otherwise approved in writing by the Board of Directors, no trade or business shall be conducted or carried on upon any Slip or any Vessel at any Slip. The foregoing does not apply to the activities of the Association or any activity required by a governmental agency.

3.4. Pets. No pets or other animals shall be permitted to stay aboard a Vessel unless accompanied by a person. No pets shall be permitted on the Dock except when embarking and disembarking from Vessels. All pets on the Dock shall be leashed (when not on a Vessel) in such a manner as not to disrupt the activities or passage of other persons and shall be attended at all times. Pet owners are responsible for cleaning up after their pets.

3.5. Mooring Rules and Regulations. Each Vessel operator is solely responsible for the proper mooring of his Vessel and is required to maintain mooring lines in good and sufficiently strong condition to secure the Vessel at all

times. Any mooring rules or procedures issued by the Dock Committee shall be complied with at all times. Vessels moored in a Slip shall not be permitted to extend onto the pier or beyond the limits of the Slip allocated to the Slip Renter. The estimated size and dimensions of a Slip do not ensure that a Vessel of that size can be moored in the Slip because of the need for reasonable maneuvering room, tidal movement, variances in Vessel characteristics, depth requirements, and projections (including all bowsprits, booms, pulpits, ladders, and other projections and overhangs).

3.6. High Wind and Flood Threats. During high velocity wind or flooding threats, each Slip Renter and Vessel operator using the Slip shall be responsible for following all safety precautions that may be issued or recommended by the National Hurricane Center, National Weather Service, U.S. Coast Guard, the Association (or its authorized agent) or any other applicable agency. If a Slip Renter plans to be absent during the hurricane season, such Slip Renter shall prepare his Slip and secure or remove, as appropriate, his Vessel prior to his departure in accordance with the standards established by the Dock Committee, or designate a responsible and competent firm or individual to care for his Slip and Vessel should there be a hurricane or other storm. The Slip Renter shall notify the Dock Committee of the name, address and telephone number of such firm or individual. Such firm or individual shall be subject to the approval of the Association. If a Vessel in a Slip sinks as a result of a storm, or for any other reason, the Slip Renter shall remove the sunken Vessel from the Dock immediately after the occurrence of such event and, if not so removed within forty-eight (48) hours after the sinking, or such additional time as the Dock Committee may authorize, the Association may (but shall not be obligated to) remove the sunken Vessel and impose a Special Assessment against the Slip Renter, if an Owner, or a special charge, if not an Owner, for the cost of such removal and any storage. Each Slip Renter shall indemnify, defend and save the Association, the Board of Directors, the Dock Committee, and their agents, employees and designees for and from any costs, loss or damage incurred in connection with the exercise or nonexercise of the Association's rights hereunder.

3.7. Oven Fires. No open fires shall be permitted on any Vessel or the Dock unless expressly approved by the Dock Committee.

3.8. Cleaning of Fish. No fish or other marine life of any kind shall be cleaned, prepared or processed in any manner on the Dock unless all debris is completely removed from the Dock and the area is immediately washed to remove any residue.

3.9. Inspection and Removal of Vessels. The Association shall have the right to inspect, or authorize appropriate government officials to inspect, any Vessel in a Slip at the Dock to determine its compliance with all applicable municipal, county, state and federal fire, safety and other regulations. The

Association shall have the right (but shall not be required) to remove or cause to be removed any Vessel from the Dock which fails to comply with said regulations or these Dock Rules.

3.10. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on the Dock except in trash receptacles as permitted by the Association.

3.11. Overnight Use. No person may live aboard a Vessel moored at the Dock. Unless otherwise required by applicable law, regulation or court order, authorized persons may not stay overnight on a Vessel except for short periods of time expressly approved by the Dock Committee, or when required to monitor or deal with an unusual condition or an emergency on the Vessel or on the Dock. All provisions of these Dock Rules shall apply to persons staying overnight under such circumstances.

3.12. Vessel Operating and Licensing Standards. All Vessels using the Dock must: (a) except during a period of temporary repair, be fully equipped and operable in accordance with the standards imposed by the U.S. Coast Guard, including fire protection, sanitary equipment and emergency equipment, and (b) comply with all licensing and registration requirements. No Vessel using a Slip shall discharge sewage or any other substance (other than bilge water meeting applicable standards) into the water at or near the Dock.

3.13. Hazardous or Toxic Waste. The handling, storage, transportation and disposal of hazardous or toxic materials shall be prohibited aboard Vessels at the Dock and on the Dock unless expressly approved by the Dock Committee and done in accordance with applicable law; provided, however, that this shall not prohibit the proper handling, storage and transportation of approved products used by a Vessel operator in connection with the normal operation, maintenance and cleaning of a Vessel. The Association shall have the right to immediately remove, or cause the removal of, any hazardous or toxic material on or near the Dock.

3.14. Temporary Removal of Vessels. From time to time, the Dock Committee or the Association may require that Vessels be removed or relocated to allow maintenance, repairs, construction or dredging, at which time a Vessel using a Slip may be temporarily moved to another Slip or other facilities, for such period as may be necessary in the opinion of the Board of Directors. If relocated to other facilities, no charges for use of the Slip will be imposed by the Association during the period of removal.

Section 4. Who May Rent or Use Slips.

4.1. Only Turn of River Owners or Tenants May Rent Slips. The roads and parking spaces at Turn of River are private. For reasons of security, adequacy

of parking and accessibility, all Slip Renters shall be a Unit Owner or a resident of a Unit. If a Slip Renter no longer owns, leases or occupies a Unit, the Slip Renter will not be permitted to rent a Slip unless expressly permitted in writing by the Board of Directors.

4.2. Who May Use A Slip. Persons using a Slip must either (a) be a Slip Renter or (b) be the guest of a Slip Renter, in which case the guest must be accompanied by the Slip Renter or another Unit Owner or Unit resident or be visiting a Unit Owner or resident. In all cases, the Person using a Slip must have the permission of the Slip Renter to use the Slip and must use the Slip of the Slip Renter, unless otherwise expressly approved by the Dock Committee. The Slip Renter shall be responsible for notifying the Dock Committee in writing that an authorized guest will be using the Slip during a specified period.

4.3. Ownership or Leasing by Legal Entities. Whenever any Slip is rented (pursuant to Section 4.2) by a Unit Owner or tenant which is a non-natural person (such as, but not limited to, a corporation, partnership, limited liability company or other entity, other than the Association or the Declarant), the entity shall designate, in writing, at the time of signing the Slip Rental Agreement, specific residents or guests (not to exceed nine) who shall be entitled to use the Slip. This right of use shall not be deemed to modify the use restrictions set forth elsewhere in these Dock Rules. The adult individuals or members of the families designated by the non-natural entity to use the Slip shall, upon request of the Dock Committee, execute a written document approved by the Dock Committee, in its sole and absolute discretion, agreeing to comply with these Dock Rules and the Master Deed.

4.4. Termination of Use of Slip on Demand of Association. Upon demand to the Slip Renter or any Slip user from the Dock Committee or the Board of Directors, to remove or terminate use of the Slip for failure to comply with these Dock Rules, the Slip Renter shall immediately cause such occupying party to cease using the Slip.

Section 5. Slip Rental Procedure.

5.1. Priority of Slip Selection. Unit Owners or tenants desiring to rent a Slip shall submit to the Association, in form specified by the Association, an application for rental of a Slip. The Association may require payment of a reasonable application fee in order to ensure that the applicant has a serious interest in renting a Slip and to cover the administrative costs of the rental process. The Association shall maintain a register (the "Slip Register") showing the name of the Applicant, the date of the Application (which cannot precede the date on which the applicant contracts to purchase or rent a Unit), relevant information about the proposed Vessel, and such other information as the Dock Committee determines is relevant. At such time as a Slip is available for use, the Dock Committee shall

review the Slip Register to determine whether there are qualified Persons on the Slip Register whose Vessel could use the Slip(s) available. The qualified registrant which was the first to register shall be offered the first opportunity to rent the Slip. If the first qualified registrant elects not to rent the available Slip, or fails to sign the Slip Rental Agreement and pay the Security Deposit and Initial Rental Payment (as defined below) within five (5) calendar days of being notified that the Slip is available (or such additional time as the Slip Committee shall expressly grant), then the next qualified registrant shall be offered use of the Slip, etc., until the Slip is rented. When a qualified registrant fails to rent a Slip offered to it, the name of the registrant shall be removed from the Slip Register unless the registrant expressly requests that its name be maintained on the Slip Register, in which event the qualified registrant shall be assigned a new priority as of the date of so requesting.

5.2. Term of Slip Rental. Unless otherwise expressly approved by the Board of Directors, the term of any Slip rental shall not exceed one (1) year; provided, however, that this shall not preclude the Slip Renter from extending the term of its Slip rental for an additional rental period if a Vessel has actually occupied the Slip for at least one half (1/2) of the previous rental period and the Slip Renter is then complying with the terms of the Slip Rental Agreement, these Dock Rules, the Master Deed, and the Rules and Regulations of the Association. If the Slip Renter is not then complying with such obligations, the Slip shall be offered to other qualified registrants seeking such Slip in accordance with Section 5.1., above. If a Slip rental is extended, the terms of extension shall be those in effect at the time of extension.

5.3. Rental Rates and Deposits. It is intended that rates for rental of Slips reasonably offset Dock Expenses, including, without limitation, providing utilities to the Dock, maintenance and repair of the Dock (including reserves for periodic maintenance and repair), insurance allocable, to the Dock and any deductible payments that may occur in the event of an insured loss, and administrative and operating costs of the Dock Committee and the Association relating to the Dock. The Board of Directors shall determine the rental rates which shall be in effect from time to time. At the time of signing the Slip Rental Agreement, the Slip Renter shall pay to the Association a security deposit (the "Security Deposit") equal to two (2) months' rent for the Slip, plus the Slip rent for the forthcoming rental period. Rent for the next rental period shall be payable no later than the last day of the preceding month at such location as is specified by the Board of Directors. In its sole discretion, the Board of Directors may require quarterly rent payments in order to reduce the administrative problems of monthly rent collection. The Board of Directors may impose a charge for late payments. At the end of the Slip rental term, the Association shall return to the Slip Renter any portion of the Security Deposit which remains after payment of any outstanding rent, late charges, costs of any repairs or extraordinary maintenance necessitated by the acts or omissions of the Slip Renter or any person using the Slip with the Slip Renter's permission, etc.

5.4. Slip Rental Agreement. Each Slip Renter shall sign and deliver to the Association a Slip Rental Agreement in form approved by the Board of Directors, together with the Security Deposit and the applicable rent. The Rental Agreement shall contain the following provision, among others:

"The undersigned Slip Renter acknowledges receipt of a copy of the Dock Rules for Turn of River, which Dock Rules are issued pursuant to the Master Deed of the Turn of River Owners Association, Inc. By executing this Agreement, the Slip Renter agrees to be bound by and to comply with the Dock Rules and the Master Deed, as they may be amended from time to time. The Slip Renter shall be liable for all damages caused to the Dock, Vessels or other property of the Association or other Slip Renter or Unit Owners as a result of the negligence, willful act or failure to comply with the Dock Rules and Master Deed by Slip Renter or its guests, agents, licensees or invitees. The Association shall not be liable to any Slip Renter or other person or entity for any damage to persons or property caused by the failure of the Slip Renter or any other person to comply with such requirements."

Section 6. Insurance. The owner of any Vessel occupying a Slip shall maintain liability insurance on the Vessel in the amount specified by the Board of Directors from time to time, and the policy for this insurance shall name the Association as an additional insured. The Owner shall provide to the Association a certificate of such coverage together with proof of payment therefor.

Section 7. Notice Procedure. Notices required pursuant to these Dock Rules shall be deemed given when in writing and delivered by hand or three (3) calendar days after being deposited in the United States Mail, First Class, postage prepaid.

All notices to Slip Renters shall be delivered or sent to such address as has been designated in writing to the Association, or if no address had been so designated, at the address of such Slip Renter's respective Unit.

All notices to the Association, the Board of Directors or the Dock Committee shall be delivered or sent in care of the Association at:

c/o Turn of River Owners Association, Inc., P. O. Box 1500, Folly Beach, South Carolina, 29439

or to such other address as may be given by notice from the Board of Directors from time to time.

**EXHIBIT K
BY-LAWS
TURN OF RIVER OWNERS ASSOCIATION, INC.**

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BYLAWS OF
TURN OF RIVER OWNERS ASSOCIATION, INC.

Pursuant to the provisions of the South Carolina Nonprofit Corporation Act, the Board of Directors of Turn of River Owners Association, Inc., a South Carolina nonprofit corporation, hereby adopts the following Bylaws for such corporation.

ARTICLE I

NAME AND PRINCIPAL OFFICE

1.1. Name. The name of the nonprofit corporation is "Turn of River Owners Association, Inc.", hereinafter referred to as the "Association".

1.2. Offices. The principal offices of the Association shall be in Charleston County, South Carolina.

ARTICLE II

DEFINITIONS

2.1. Definitions. Except as otherwise provided herein or required by the context hereof, all terms defined in the Master Deed of the Turn of River Horizontal Property Regime (the "Master Deed") shall have the same defined meanings when used in these Bylaws.

ARTICLE III

MEMBERS

3.1. Members. Members shall be those Persons defined in Article IV, Section 2 of the Master Deed. As set forth in such section, a member shall have the right to cast the number of votes attributable to the Common Interest of all Units owned by such Member.

3.2. Annual and Regular Meetings. The first meeting of the Members shall be held within one (1) year from the date of recordation of the Master Deed. Subsequent annual meetings shall be set by the Board so as to occur no later than ninety (90) days after the close of the Association's fiscal year, provided that the date for such annual meeting may be deferred by the Board of Directors. Other regular meetings of the Members, if any, shall be held on such dates as the Board of Directors may determine. Meetings may be held in South Carolina at such location as is determined by the Board of Directors.

3.3. Special Meetings. Special meetings of the Members may be called (a) by or at the request of the Board of Directors or the President or (b) if Members owning at least twenty five percent (25%) of the total Common Interests (as defined in the Master Deed) deliver to the President or Secretary of the Association, a written and signed demand for such a meeting

describing the purpose for which it will be held. The close of business on the thirtieth (30th) day before delivery of the demand for a special meeting shall be the record date for determining whether the twenty five percent (25%) requirement has been met. The special meeting shall be held within thirty (30) days of the delivery of the written demand. Special meetings shall be held in South Carolina at such location as is determined by the President or the Board of Directors. The notice of the special meeting shall state the date, time, location and purpose(s) of the meeting. Only those matters that are within the purpose(s) described in the meeting notice shall be addressed at the special meeting.

3.4. Notice of Meetings. Notice to Members of meetings shall be in accordance with Section 10.1. Notice of meetings shall be mailed by first class or registered mail or personally delivered no less than ten (10) and no more than sixty (60) days before the meeting date.

3.5. Waiver of Notice of Meeting. Attendance of a Member at a meeting shall be deemed waiver of notice of the meeting unless the Member objects at the beginning of the meeting to holding the meeting or transacting business at the meeting, and proper notice of the meeting was not given to the Member(s).

3.6. Quorum and Vote Required. The presence in person or by proxy of Members owning at least fifty one percent (51%) of the total Common Interests (as defined in the Master Deed) shall constitute a quorum. In accordance with the Act, as defined in the Master Deed, the vote of Members owning at least fifty one percent (51%) of the total Common Interests (as defined in the Master Deed) shall be required for any action which is determined by the Members.

3.7. Action by Written Ballot. Any action that may be taken at any annual, regular or special meeting of Members may be taken without a meeting if the Association delivers a written ballot, setting forth the proposed action and providing an opportunity to vote for or against such action, to every Member entitled to vote on the matter. Approval of such action shall be deemed to occur when the number of votes cast by ballot equals or exceeds those that would otherwise be required. Any solicitation for votes by a written ballot shall (a) state the number of responses required to meet the quorum requirements and the percentage of approvals necessary to approve the matter (other than election of directors) and (b) specify the time by which the ballot must be received by the Association in order to be counted.

3.8. Proxies. Votes may be cast in person or by proxy at all meetings. The holder of a proxy need not be a Member. Unless otherwise stated in the proxy, the proxy is valid for a period of one (1) year from the date of the proxy. The proxy may be revoked if the Member attends the meeting and votes in person or a written notice of revocation is delivered to the President or Secretary of the Association.

ARTICLE IV BOARD OF DIRECTORS

4.1. General Powers. As set forth in Article IV, Section 3 of the Master Deed, the Property, affairs, and business of the Association shall be managed by its Board of Directors. The

Board may exercise all of the powers of the Association, whether derived from law, the Master Deed, the Articles of Incorporation, or these Bylaws, except such powers as are expressly vested in another Person by such sources. The Board, in addition to other powers, shall have authority to make decisions regarding the care, upkeep and surveillance of the Property, the Common Area and Limited Common Area; and to designate and dismiss personnel as necessary for the proper functioning of such area. The Board may by written contract delegate, in whole or in part, to a Management Agent such of its duties, responsibilities, function, and powers, or those of any officer, as are properly delegable. The Board shall constitute the final administrative authority of the Association, and all decisions of the Board shall be binding upon the Association.

4.2. Number, Tenure, and Qualifications.

4.2.1. For so long as Declarant owns a Controlling Interest (see Article IV, Section 4 of the Master Deed), the Board of Directors shall consist of not less than three (3) nor more than five (5) individuals, as designated by Declarant from time-to-time. Such Directors need not be Members.

4.2.2. At such time as the Declarant no longer owns a Controlling Interest, or such earlier time as the Declarant records a document waiving its authority to designate the Board, the successor Board shall be selected as follows:

A. The successor Board shall consist of not less than three (3) nor more than five (5) Persons. Each director shall be a Member or, if the Member is an organization, a person approved or designated by such Organization. The current Board of the Association shall constitute a Nominating Committee to nominate competent and responsible Persons to serve as Directors of the Association. The President or Secretary of the Association shall cause written notice to be given, in accordance with Section 10.1, to all Members that a meeting shall be held at a designated time and place in Charleston County not earlier than seven (7) days after the date such notice is given for election of Directors. The notice shall contain the names of those persons recommended by the Nominating Committee, but shall note that other nominations may be made by Members at the meeting.

B. At the meeting and each subsequent election of Directors, each Member, personally or by written proxy in form approved by the then existing Board, shall be entitled to cast all of the votes as are allocable to the Units owned by such Member. The number of votes allocable to each Unit shall be the same as the Common Interest allocable to such Unit, as defined in the Master Deed.

C. After giving the Members (or proxy holders) attending such meeting the opportunity to nominate other Persons, with a second by another Member or proxy holder, the Directors shall be elected by written ballot. Each Member shall be authorized to vote for as many nominees as the number of Directors to be elected (i.e. if three Directors are being elected, then the Member may cast his votes for three nominees). Those nominees receiving the highest number of votes shall be the Directors.

D. In subsequent elections for Directors, the same procedure as set forth above shall be followed.

4.3. Annual and Regular Meetings. The first meeting of the Board of Directors shall be held within one (1) year from the date of recordation of the Master Deed. Subsequent annual meetings shall be set by the Board so as to occur no later than ninety (90) days after the close of the Association's fiscal year, provided that the date for such annual meeting may be deferred by the Board of Directors. Regular meetings of the Board of Directors shall be held on such dates as the Board of Directors may determine.

4.4. Special Meetings. Special meetings of the Board may be called by or at the request of two Directors, or if there are less than three Directors, then any Director. The Director(s) calling a special meeting of the Board may fix any place within Charleston County, South Carolina (or such other place as is approved by all Directors) as the place for holding such a meeting. Except as otherwise required or permitted by the South Carolina Nonprofit Corporation Act, notice of any special meetings shall be given at least two (2) days prior thereto. The notice shall state the date, time and place of the meeting, but it shall not be necessary to state the purpose. Notice shall be in accordance with Section 10.1, provided that notice may also be given by facsimile transmission if the Director given such notice has provided a facsimile number to the Association and the sender retains a record of its electronic receipt.

4.5. Quorum, Telephonic Meetings and Manner of Acting. A majority of the number of Directors then holding office shall constitute a quorum for the transaction of business at any meeting of the Board. Upon approval of a majority of the Board, a meeting may be conducted by any electronic means which permits all participating Directors to communicate simultaneously (such as a telephone conference call). The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board. A Director who is present at a meeting shall be deemed to have assented to the action taken at such meeting unless (a) the Director objects at the beginning of the meeting, or promptly upon arrival, to holding the meeting or transacting business at the meeting; or (b) the Director votes against the action and the vote is entered in the minutes of the meeting, or (c) the Director abstains and the abstention is entered in the minutes of the meeting. The Directors shall act only as a Board and individual Directors shall have no powers as such.

4.6. Waiver of Notice of Meeting. Attendance of a Director at a meeting shall be deemed waiver of notice of the meeting unless the Director objects to the calling of the meeting before the business is put to a vote, and proper notice of the meeting was not given.

4.7. Compensation. No Director shall receive compensation for any services that he may render to the Association as a Director; provided, however, that Directors may be reimbursed for expenses incurred in performance of their duties as Directors and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as Directors.

4.8. Resignation and Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed at any time for or without cause, by proper action of the Person(s) having the right to designate or elect Directors at the time of removal (see Sections 4.2.1. and 4.2.2., above).

4.9. Vacancies. If a vacancy shall occur in the Board by reason of the death or resignation of a Director, then such vacancy shall be filled by vote of the remaining Directors. If a vacancy shall occur in the Board by reason of removal, then such vacancy shall be filled solely by vote of the Person(s) then having the right to designate or elect Directors. Any Director designated or appointed to fill a vacancy shall serve for the unexpired term of his predecessor.

4.10. Action of Directors Without Meeting. Any action that is required or permitted to be taken at a meeting of the Board may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors and filed with the records of the Board.

ARTICLE V OFFICERS

5.1. Number. The officers of the Association shall be a President, a Vice President, a Secretary-Treasurer (with the responsibilities of Secretary and Treasurer set forth below), and such other officers, including Assistant Secretaries, as may from time to time be appointed by the Board.

5.2. Election, Tenure, and Qualifications. The officers of the Association shall be chosen by the Board at the regular annual meeting of the Board. In the event of failure to choose officers at such regular annual meeting of the Board, officers may be chosen at any regular or special meeting of the Board. Each officer (whether chosen at a regular annual meeting of the Board or otherwise) shall hold his office until the next ensuing regular annual meeting of the Board and until his successor shall have been chosen and qualified, or until his death, or until his resignation or removal in the manner provided in these Bylaws, whichever first occurs. Any one individual may hold any two or more of such offices, except that the President may not also be the Secretary-Treasurer. No individual holding two or more offices shall act in or execute any instrument in the capacity of more than one office. During the period that the Declarant owns a Controlling Interest (see Article IV, Section 4 of the Master Deed), it is not necessary that an officer be a Director or a Member.

5.3. Subordinate Officers and Agents. The Board may from time to time appoint such other officers or agents as it deems advisable, each of whom shall have such title, hold office for such periods, have such authority, and perform such duties as the Board may from time to time determine. The Board may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. It is not necessary that a subordinate officer or agent be a Director or a Member.

5.4. Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board at any time, for or without cause.

5.5. Vacancies and Newly Created Offices. If any vacancies shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board at any regular special meeting.

5.6. The President. The President shall preside at meetings of the Board and at meetings of Members called by the Association. He shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things that the Board may require of him; provided that the Board may authorize other officers or Persons to act on specific matters by proper resolution of the Board.

5.7. The Vice President. The Vice President shall preside in the absence of the President and shall do and perform all other acts and things that the Board may require of him.

5.8. The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Master Deed, or any resolution of the Board may require him to keep. He shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. He shall perform such other duties as the Board may require of him.

5.9. The Treasurer. The Treasurer shall have custody and control of the funds of the Association, subject to the action of the Board, and shall, when requested by the President or the Board to do so, report the state of the finances of the Association. He shall perform such other duties as the Board may require of him.

5.10. Compensation. No officer shall receive compensation for any services that he may render to the Association as an officer; provided further, however, that officers may be reimbursed for expenses incurred in performance of their duties as officers and, except as otherwise provided in these Bylaws, may be additionally compensated for services rendered to the Association other than in their capacities as officers.

ARTICLE VI COMMITTEES

6.1. Designation of Committees. The Board may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated hereunder shall consist of such number as the Board shall determine. No committee member shall receive compensation for services that he may render to the Association as a committee member; provided, however, that committee members may be reimbursed for expenses incurred in

performance of their duties as committee members and (except as otherwise provided by these Bylaws) may be compensated for services rendered to the Association other than in their capacities as committee members. It is not necessary that a committee member be a Director, an officer or a Member.

6.2. Proceedings of Committees. Each committee designated hereunder by the Board may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board. Unless expressly delegated to the committee by the Board, the power and authority of each committee shall only be to make recommendations to the Board, which shall have the final decision whether to take any action or not.

6.3. Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Board, the presence of members constituting at least a majority of the authorized membership of such committee shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

6.4. Resignation and Removal. Any member of any committee designated hereunder by the Board may resign at any time by delivering a written resignation either to the President, the Board, of the presiding officer of the committee of which he is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, for or without cause, remove any member of any committee designated by it hereunder.

6.5. Vacancies. If any vacancy shall occur in any committee designated by the Board hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

ARTICLE VII INDEMNIFICATION

7.1. Indemnification. The Association shall indemnify any Person who was or is a party to, or is threatened to be made a party to, any threatened, pending, or completed action, suit, or proceeding (including a proceeding brought by the Association) whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director, officer, employee, or agent of the Association, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement in connection with such action, suit, or proceeding, if the indemnified Person (a) acted in good faith, without fraudulent intent or gross negligence (or, if the action is brought by the Association, without negligence or breach of any contractual or fiduciary obligation to the Association), and in a manner he reasonably believed to be in or not opposed to the best interest of the Association,

and (b) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgement, order, or settlement, or plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

7.2. Determination. To the extent that a Director, officer, employee, or agent of the Association had been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 7.1, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Section 7.1 hereof shall be made by the Association only upon a determination that indemnification of the Director, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Section 7.1 hereof. Such determination shall be made by the Board by a majority vote of a quorum consisting of Directors excluding the Person whose indemnification is being considered.

7.3. Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board (excluding the Person whose indemnification is being considered) and upon receipt of an undertaking by or on behalf of the Director, officer, employee, or agent to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Association as authorized by this Article.

7.4. Scope of Indemnification. The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Master Deed, Articles of Incorporation, Bylaws, agreements, vote of disinterested members of Directors, or applicable law. The indemnification authorized by this Article shall apply to all present and future Directors, officers, employees, and agents of the Association and shall continue as to such Persons who cease to be Directors, officers, employees, or agents of the Association and shall inure to the benefit of the heirs and legal representatives of all such Persons.

7.5. Insurance. The Association may purchase and maintain insurance on behalf of any Person who was or is a Director, officer, employee, or agent of the Association against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the Bylaws or the laws of the State of South Carolina, as the same may hereafter be amended or modified.

7.6. Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute Common Expenses of the Association and shall be paid with funds of the Association.

ARTICLE VIII
FISCAL YEAR AND SEAL

8.1. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January each year and shall end on the 31st day of December next following, except that the first fiscal year shall begin on the date of incorporation.

8.2. Seal. The Board may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, and the word "Seal."

ARTICLE IX
RULES AND REGULATIONS

9.1. Rules and Regulations. In accordance with Article IV, Section 5 of the Master Deed, the Board may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Property, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, the Master Deed, or these Bylaws. Upon request of any Member, such Member shall be provided a copy of the rules and regulations or the Master Deed, provided that the Board may charge a reasonable fee to cover any reproduction, mailing or administrative costs involved.

ARTICLE X
NOTICES

10.1. Notices. Unless otherwise expressly stated in these Bylaws, notices required hereunder shall be deemed given when in writing and delivered by hand or three (3) calendar days after being deposited in the United States Mail, First Class, postage prepaid. (See Section 3.4 for notices to Members of meetings.)

All notices to Members shall be delivered or sent to such address as has been designated in writing to the Association, or if no address had been so designated, at the addresses of a Unit owned by such Member.

All notices to the Association shall be delivered or sent in care of the Association at:

c/o Turn of River Owners Association, Inc., P. O. Box 1500, Folly Beach, South Carolina, 29439

or to such other address as the Association may from time to time notify the Members and the Declarant.

All notices to Declarant shall be delivered or sent in care of Declarant at:

c/o Turn of River, LLC, P. O. Box 1500, Folly Beach, South Carolina, 29439

or to such other address as Declarant may from time to time notify the Association.

All notices to mortgagees shall be delivered or sent to such addresses as such mortgagees specify in writing to the Association.

ARTICLE XI
AMENDMENT OF BYLAWS

11.1. Amendment by Association. The Bylaws may be amended by a vote of the Members representing at least fifty-one percent (51%) of the Common Interests. Notice of a meeting of the Association to vote on the proposed amendment(s) shall to be given to Members in the same manner that is set forth in Section 3.4, above. The notice shall contain a general description of the proposed change and purpose of the proposed change. No amendment shall be valid if it is materially different from that set forth in the notice or inconsistent with the Master Deed or Articles of Incorporation of the Association, as amended. No amendment to the Bylaws which imposes a greater economic or legal burden on Declarant than exists under the current provisions of these Bylaws shall be valid unless it is approved, in writing, by Declarant. Upon amendment of the Bylaws, such amendment shall be recorded within a reasonable period of time in the R.M.C. Office for Charleston County, South Carolina.

11.2. Amendment by Declarant. Declarant may amend the Bylaws without the consent of the Association, the Board, any Member or any mortgagee if, in Declarant's opinion, such amendment is necessary to (i) bring any provision of the Bylaws or the Master Deed into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which is in conflict with the Master Deed or the Bylaws; (ii) enable any title insurance company to issue title insurance coverage with respect to any Units subject to the Master Deed; (iii) enable any mortgagee to make mortgage loans on any Unit or other improvements subject to the Master Deed; (iv) enable any governmental agency or private mortgage insurance company to insure mortgages on the Units subject to the Master Deed; (v) enable any insurer to provide insurance required by the Master Deed; (vi) comply with any regulation of a Federal Home Loan Bank Board, Veterans Administration, Department of Housing and Urban Development and/or the Federal Housing Administration, or (vii) clarify any provision of the Bylaws or the Master Deed or eliminate any conflict between provisions of the Bylaws or the Master Deed.

Kerry W. Koon

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99 JUN 10 PM 3:43

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

73.000

Recorded this 10 day of Jun Year 99
On Property Record Card

James A. Mosley
Auditor Charleston County

TMS VERIFIED
BAC PPB
DTD 6-14-99