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Declaration of  
Covenants and Restrictions For  
Morgan Creek Harbor  
and  
Creation and Functions of  
Morgan Creek Harbor Association

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DECLARATION OF COVENANTS AND RESTRICTIONS OF  
THE MORGAN CREEK HARBOR ASSOCIATION, INC.

THIS DECLARATION, made this 12th day of July, 1984, by Morgan Creek Harbor Association, Inc., a South Carolina non-profit, non-stock corporation, hereinafter called "Association" and Wild Dunes Associates, hereafter called "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article II of this declaration and desires to create thereon a planned development community with a balanced representation of residential, commercial, and recreational uses.

WHEREAS, Declarant desires to provide for the preservation of values and for the maintenance of common facilities and services and for a vehicle for the administration and enforcement of covenants and restrictions; and

WHEREAS, Declarant has caused to be incorporated under the laws of the State of South Carolina, a non-profit corporation, Morgan Creek Harbor Association, Inc., for the purpose of exercising the functions aforesaid, and which are hereinafter more fully set forth;

NOW, THEREFORE, the Declarant declares that the real property described in Article II and such additions thereto as may hereinafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the covenants, restrictions, conditions, easements, changes, assessments, affirmative obligations, and liens (hereinafter sometimes referred to as "the Covenants") hereinafter set forth.

Article I Definitions.

The following words are terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

- Wild Dunes*
- (a) "Affiliate" shall mean any corporation of which more than fifty (50%) percent of the voting stock is owned or controlled by the Declarant and any partnership or joint venture in which the Declarant has more than a fifty (50%) percent equity interest or an interest in fifty (50%) percent or more of the cash flow from such partnership or joint venture.
  - (b) "Association" shall mean and refer to Morgan Creek Harbor Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

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- (c) "Boating Unit" or "slip" shall mean and refer to an individual marina slip unit which is subject to ownership as a condominium unit under a Horizontal Property Regime or which is owned under a similarly constituted long term lease arrangement with an association-type management. It shall likewise include any marina slip owned by the Declarant or its successors and assigns which is used or leased either short term or long term. (It shall not include any private docks attached to lots on Waterway Island.)
- (d) "Bulkhead" shall mean and refer to any retaining walls, rockpile, bank treatment or other structure used to stabilize or to keep the lands around the Harbor Basin Area and within the Harbor Basin Area from eroding or falling.
- (e) "Commercial Site" shall mean any unimproved parcel of land within the Properties, intended for use as a site for improvements designed to accommodate commercial or business enterprises to serve residents of The Development and/or the public, including but not limited to: business and professional offices; facilities for the retail sale of goods and services; banks and other financial institutions; social clubs; restaurants; hotels, motels, inns; theaters, lounges; indoor recreational facilities; marinas; transportation terminals or stations; automobile parking facilities, and gasoline stations, provided, however, that a parcel of land shall not be deemed a "Commercial Site" until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or designating such property as a public or commercial site is placed of Record and further, shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to assessment as improved properties.
- (f) "Commercial Unit" shall mean and include any improved property which is intended and designed to accommodate public, commercial or business enterprises to serve residents and/or the public, including but not limited to all those enterprises enumerated in subparagraph (e). A parcel of land shall not be deemed to be improved until the improvements being constructed on said parcel are sufficiently complete to be subject to assessment as improved properties.
- (g) "Common Properties" shall mean and refer to those tracts of land with any improvements thereon which are deeded or leased to the Association and designated in said deed or lease as "Common Properties". The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated a "Common Property". All Common Properties are to be devoted to and intended for the common use and enjoyment of the Declarant Owners, Residents, and their guests, and visiting members of the general public (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules

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- adopted by the Association, provided, however, that any lands which are leased by the Association for use as Common Properties shall lose their character as Common Properties upon the expiration of such Lease.
- (h) "Condominium Boating Unit or Slip" shall mean and refer to any boating unit or slip which is the subject of individual ownership pursuant to a Horizontal Property Regime or Condominium Regime.
  - (i) "Declarant" shall mean Wild Dunes Associates and its successors and assigns.
  - (j) "Development" shall mean and refer to the Properties at or near Morgan Creek Harbor and the Marina on the Isle of Palms in Charleston County, South Carolina, which are shown as a part of the Declarant's Master Land Use Plan of said area as revised from time to time.
  - (k) "Development Unit Parcels" shall mean and refer to those parcels or tracts of property conveyed by the Declarant to third parties under covenants and restrictions permitting the division of such parcel or tract into small land units such as Single Family Residential Lots, Multiple Family Tracts or Boating Units.
  - (l) "Dock Facilities" shall include any docks, whether floating or stationary, and any pilings and mooring bays which run to or along, or are placed in or beside any boating unit, which allow a boating unit to serve as a mooring place for marine vessels.
  - (m) "Dwelling Unit" shall mean and refer to any improved property intended for use as a dwelling (other than a single family residential lot and home), including without limitation any garden home, patio home, condominium unit, townhouse unit, flat, cooperative apartment unit, or apartment unit located within the Properties.
  - (n) "Harbor Basin Area" shall mean and refer to the area described as Parcel III on Exhibit "A" attached hereto and made a part hereof.
  - (o) "Intended for Use" shall mean the use intended for various parcels within the Properties as shown on the Master Plan of the Development prepared by the Declarant as the same may be revised from time to time by the Declarant, or the use to which any particular parcel of land is restricted by covenants expressly set forth or incorporated by reference in deeds by which the Declarant has conveyed the property.
  - (p) "Master Plan" shall mean and refer to the drawing which represents the Master Land Use plan for the future development of the Development. Since the concept of the future

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development of the Development is subject to continuing revision and change by the Declarant, present and future references to the "Master Plan" shall be references to the latest revision thereof.

- (q) "Member" shall mean and refer to all those Owners who are Members of the Association as defined in Section I of Article III.
- (r) "Multiple Family Tract" shall mean any unimproved parcel of land located within the Properties, intended for development of multi-family residential dwelling units. For the purposes of this Declaration, a parcel of land shall not be deemed a "Multiple Family Tract" until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or designating such property for multiple-family use is placed of Record and further, shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to assessment as improved properties.
- (s) "Of Record" shall mean recorded in the Register of Mesne Conveyance of Charleston County, South Carolina.
- (t) "Owner" shall mean and refer to the Owner as shown by the real estate record of Record whether it be one or more persons, firms, associations, corporation, or other legal entities, of fee simple title to any Single Family Residential Lot, Dwelling Unit, Multiple Family Tract, Commercial Site, Commercial Unit, Development Unit Parcel, Boating Slip or Unit or Unsubdivided Land situated upon the Properties but, notwithstanding any applicable theory of a deed of trust, shall not mean or refer to the mortgagee or holder or a deed of trust, its successors or assigns, unless and until such mortgagee or holder of a deed of trust has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is of Record a long-term contract of sale covering any lot or parcel of land within the Properties, the Owner of such lot or parcel of land shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond nine (9) months from the date of the contract; and where the purchaser does not receive title to the property until such payments are made although the purchaser is given use of said property.
- (u) The "Properties" shall mean and refer to the Existing Property described in Article II hereof, and additions thereto, as are subjected to this Declaration or any supplemental declaration under the provisions of Article II hereof.
- (v) "Referendum" shall mean and refer to the power of all or some specific portion of the Members to vote by mailed ballots on

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certain actions by the Board of Directors of the Association more particularly set forth herein.

- (w) "Resident" shall mean and refer to each owner and/or lessee of a Single Family Home or Dwelling Unit who resides in his property at least nine (9) months each year.
- (x) "Single Family Residential Lot" shall mean any subdivided but unimproved parcel of land located within the Properties which is intended for use as a site for a single family detached dwelling, as shown upon any recorded final subdivision map of any part of the Properties. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to assessment as improved properties.
- (y) "Spoil Maintenance Area" shall mean and refer to the area designated to be used to deposit spoil associated with harbor maintenance.
- (z) "Unsubdivided Property" shall mean and refer to all land in the existing property described in Article II hereof, and additions thereto, as are subjected to this Declaration or any supplemental declaration under the provisions of Article II hereof which has not been subdivided into Single Family Residential Lots, Multiple Family tracts, Commercial Sites, Development Unit Parcels, or Boating Units, through metes and bounds subdivision plats filed and placed of Record. For the purpose of this Declaration, the following classifications shall be expressly excepted from the definition thereof.
  - (1) All lands committed to the Association through express, written notification by the Declarant to the Association of intent to convey to the Association.
  - (2) All lands designated on the Master Plan for intended use, or by actual use if applicable, for outdoor recreation facilities; operating farms and/or animal pastures; woodland, marsh and swamp conservancies; places of worship; community, civic, and cultural clubs; libraries; nursery and other schools and instructional centers; charitable institutions; maintenance areas; road right-of-ways and drainage easements.
  - (3) All lands designated, in any way, as Common Properties.
- (aa) "Wharf" shall mean and refer to those structures attached to and projecting from the bulkhead in the Harbor Basin Area into the Harbor to which floating docks, ramps, boat slips and similar structures may be attached or to which boats may be moored.

Article II The Property.

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Section 1. Existing Property.

The real property (the "Property") which is and shall be held, transferred, sold, conveyed, given, donated, leased, and occupied subject to these covenants is described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. Additional Property.

Additional property may become subject to, but not limited to, this Declaration in the following manner:

- (a) Additions. During the period of development, which shall by definition extend from the date of the recording of these Covenants to January 1, 2004, the Declarant, its successors and assigns, shall have the right, without further consent of the Association to bring within the plan and operation of this Declaration any property which is contiguous or nearly contiguous to the properties if acquired by the Company during the period of development. Such property may be subjected to this Declaration as one parcel or as several smaller parcels at different times. The additions authorized under this and the succeeding subsection, shall be made by filing a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Declarant to reflect the different character, if any, of the added properties and as are not inconsistent with the Plan of this Declaration, but such modifications shall have no effect on the property described in Section 1, Article II above.

- (b) Other Additions. Upon approval in writing of the Association pursuant to simple majority of the vote of those members present at a duly called meeting, the Owner of any property who desires to add it to the plan of these covenants and to subject it to the jurisdiction of the Association, may file or record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration of such additional property.
- (c) Mergers. Upon merger or consolidation of the Association with another association, as provided for in the Bylaws of the Association, its property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights, and obligations of another association may, by operation of law, be added to the properties of the

Association as a surviving corporation pursuant to a merger. The surviving or consolidated Association may administer the existing property, together with the covenants and restrictions established upon any other properties, as one plan. No merger or consolidation shall effect any revocation, change, or addition to the covenants established by this Declaration within the Existing Property, including, without limitation, the maximum limits on assessments and dues of the Association, or any other matter substantially affecting the interests of Members of the Association.

- (d) Additional Lands which become subject to this Declaration under the provisions of this Section 2 may in the future be referred to as a part of The Development.

Article III Membership Classifications and Voting Rights.

Prior to the recording of any conveyances or lease of any lands or improvements within the Property, the Declarant shall cause to be incorporated, under the laws of South Carolina, a non-profit corporation called Morgan Creek Harbor Association, Inc.

Section 1. Membership.

Every Property Owner and the Declarant shall be a Member of the Association.

Section 2. Voting Rights.

The Associations shall have six types of voting memberships which are as follows:

- 1 vote per lot*  
+  
*1 vote per house*  
+  
*1 vote per bulkhead lot*

TYPE A: Type A Members shall be Owners (including the Declarant) of Single Family Home (Lots) (including Lots 1 through 57 on Waterway Island) and Single Family Detached Homes. A Type A Member shall be entitled to one (1) vote for each Single Family Home Lot owned. Once a Single Family Detached Home is constructed upon a Single Family Home Lot and a certificate of occupancy is issued, the owner thereof shall have one (1) additional vote for a total of two (2) votes. In addition, the owner of a Single Family Home Lot which has a bulkhead or portion thereof on said lot shall have one (1) additional vote.
- 1 vote*

TYPE B: Type B Members shall be Owners (including the Declarant) of dwelling units other than Type A Members. A Type B Member shall have one (1) vote for each such unit.
- 1 vote per 500 sq. ft. heated area of Commercial sp.*

TYPE C: Type C Members shall be the Owners (including the Declarant) of Commercial Units. A Type C Member shall have one (1) vote for each five hundred (500) square feet of heated area within said unit.
- TYPE D: Type D Members shall be the Owner (including the



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*Slip Owner  
1 vote per 25' of  
dock*

*Developer  
1 vote per \$135  
annual dues to  
Assoc.*

*Wild Dunes  
1 vote + 1 vote  
per A, B, C, D  
members*

TYPE E:

Declarant) of Boating Slips or Units. A Type D Member shall have one (1) vote for each twenty-five (25) lineal feet of dock, or increments thereof, used or owned.

Type E Members shall be the Owners (including the Declarant) of Unsubdivided Land held and intended for future development by the Declarant or a third party. A Type E Member shall be entitled to one (1) vote for each One Hundred Thirty-Five and 00/100 (\$135.00) Dollars of annual dues paid to the Association.

TYPE F:

The Type F Member shall be the Declarant or its successors and assigns. The Type F Member shall be entitled to one (1) vote, plus one (1) vote for each vote held by Type A, B, C, D and E Members; provided, however, that after January 1, 2004 or sooner if Type F Member relinquishes its voting rights in a recorded Declaration, the Type F Member shall exercise votes only as to its Type A, B, C, D and E memberships.

Payment of special assessments shall not entitle Type A, B, C, D and E Members to additional votes.

*add. fund  
1 vote per  
\$135*

The Declarant may subsidize the Association in its preliminary years. In the event the Declarant pays to the Association a subsidy in excess of the normal assessment required of the Declarant, the Declarant shall be entitled to additional votes equal to one (1) vote for each One Hundred Thirty-Five and 00/100 (\$135.00) Dollars, of the amount of the subsidy paid.

When any property entitling the Owner to membership as a Type A, B, C, D or E Member of the Association is owned of Record in the name of two or more persons or entities, whether fiduciaries, or in any manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the secretary of the Association, their acts with respect to voting shall have the following effect:

- (1) If only one votes, in person or by proxy, his act shall bind all;
- (2) If more than one vote, in person or by proxy, the act of the majority so voting shall bind all;
- (3) If more than one vote, in person or by proxy, but the vote is evenly split on any particular matter, the holders of the fractions shall determine among themselves as to how the vote or votes will be cast. No fractional voting will be allowed;
- (4) If the instrument or order filed with the secretary of the Association shows that any such tenancy is held in unequal interest, a majority or even split under subparagraph 2 and 3

*NO  
fractional  
voting*

immediately above shall be a majority or even split in interest in the property to which the vote(s) is attributable;

- (5) The principles of this paragraph shall apply, insofar as possible, to execution of proxies, waivers, consents or objections and for the purpose of ascertaining the presence of a quorum.

### Section 3. Governance.

The Association shall be governed by a Board of Directors consisting of Five (5), Seven (7), Nine (9), or Eleven (11) Members. Initially, the Board shall consist of Five (5) Members, with the number in subsequent years to be determined by the members of the Board of Directors as provided for in the Bylaws of the Association.

### Section 4. Election of the Board of Directors.

Each member of Types A, B, C, D, E and F Membership classes shall be entitled to as many votes as equals the number of votes he is entitled to, based on his ownership of one or more of the various classifications of property as computed by the formula set out hereinabove in Section 2 hereof. All votes must be cast in whole numbers and not fractions thereof. Members are divided into classes for the sole purpose of computing voting rights and shall not vote as a class.

### Section 5. Members of Association Have Power of Referendum in Certain Instances.

Where specifically provided for herein, The Members, or some specific portion thereof, shall have the power to approve or reject certain actions proposed to be taken by the Association by Referendum including, without limitation, the purchase of real or personal property with a cost in excess of Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars, the increase of maximum assessments by the Association by greater than the increase provided for in Article V, Section 3(f) hereof, the levy by the Association of any special assessment and the addition or deletion of substantial functions or services which the Association is authorized to perform. In the event fifty-one (51%) percent, or more, of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the members; provided, however, that if a higher percentage vote required to "pass" shall be specifically expressed herein, that higher percentage shall control in that instance. The Board of Directors may not undertake any action requiring a Referendum without complying with the provisions therefore.

### Section 6. Quorum Required for any Action Authorized at Regular or Special Meetings of the Association.

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The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association (as distinguished from the Referendum) shall be as follows:

The first time a meeting of the members of the Association is called to vote on a particular action proposed to be taken by the Association the presence at the meeting of Members or proxies entitled to cast sixty (60%) percent of the total vote of the Membership shall constitute a quorum. If the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such meeting shall be the presence of members or proxies entitled to cast forty (40%) percent of the total vote of the Membership of the Association. Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this Article III, Section 6, and any other requirements for such duly called meeting which may be established by the Bylaws of the Association. This provision shall not apply when the proposed action is the amendment of this Declaration and the quorum requirement established by Article XI, Section 2 shall govern in that instance. For the purpose of this Section, "proper notice" shall be deemed to be given when given each Member not less than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered.

Section 7. Proxies.

All Members of the Association may vote and transact business at any meeting of the Association by Proxy authorized in writing, provided, however, that Proxies shall not be required for any action which is subject to a Referendum, in which case the votes of all the Members polled shall be made by specially provided ballots mailed or delivered to the Association.

Section 8. Ballots by Mail.

When required by the Board of Directors, there shall be sent with notices of regular or special meetings of the Association, a statement of certain motions to be introduced for vote of the members and a ballot on which each member may vote for or against the motion. Each ballot which is presented at such meeting shall be counted in calculating the quorum requirements set out in Section 6 in this Article III. Provided, however, such ballots shall not be counted in determining whether a quorum is present to vote upon motions not appearing on the ballot.

Article IV Covenants, Restrictions, Rights, Rules, Regulations and Easements Applicable to the Property.

Section 1. Maintenance of Bulkheads by the Association.

The Association shall maintain, repair and replace all present and future bulkheads located within the Property.

Section 2. Maintenance of Harbor Basin by the Association.

*a  
felt  
by  
written*

The Association shall maintain the Harbor Basin Area and keep the same free from the build-up of excess siltation. The Association shall also maintain navigation aids within the Harbor Basin Area and do such other things as it deems reasonably necessary in order to keep the Harbor Basin Area and the approaches thereto in a safe condition, reasonably accessible to boats, crafts and vessels permitted to utilize the same.

Section 3. Ownership and Maintenance of Docks.

(a) Private Docks. The owners of Lots 2, 3, 4, and Lots 31 through 57 on Waterway Island shall own and maintain the private docks and walkways attached to their lots. In the event that a lot owner shall neglect or fail to maintain the dock or walkway in good repair the Association shall give the owner written notice of the need for repairs. If the owner fails to submit plans and specifications for repairs, acceptable to the Association, within thirty (30) days after the giving of said notice and to commence said repairs within said period, the Association shall have the right to perform the repairs and assess the owner for the cost of said repairs including, but not limited to, reasonable interest charges, administrative or supervisory fees, contractors fees, architectural fees and any other charges or fees associated with planning, supervising, and completing said repairs and collecting the assessment. All repairs shall be done in a workmanlike manner and shall be completed in a timely fashion but in no event more than ninety (90) days from commencement. Any assessment for repairs shall be paid within ten (10) days of receipt of same by the owner and shall be a lien on the affected lot and a personal obligation of the owner and collectible and enforceable in the same manner as set forth in Article V hereof.

*90 days  
to complete*

All private docks and walkways shall be kept and maintained in such a manner so that they are uniform in structure, form, appearance and style with the other private docks on Waterway Island. No alteration, change, modification or addition to any dock or walkway shall be permitted unless the plans and specifications have been approved in writing by the Association.

*No commercial  
use*

In no event shall any commercial use be made of any private dock or walkway or any boat, craft or vessel docked or moored to a private dock.

No boat, craft or vessel docked or moored at a private dock shall be longer than the lineal footage of the bulkhead forming the harbor side boundary of the lot to which it is adjacent, less twenty (20) feet and no boat shall be docked or moored closer than ten (10) feet to the points where the side lines of the lot intersect

No parallel parking  
No more than 2

the bulkhead. No parallel parking of boats, crafts or vessels shall be allowed with out the written permission of the Association. No more than two (2) boats, crafts or vessels may be moored at a private dock without the written permission of the Association.

Private docks shall be appurtenant to the lots to which they are attached and shall be conveyed with said lots and may not be severed, partitioned or in any manner divided or conveyed separately from said lot.

No private docks shall be built on any property other than Lots 2, 3, 4, and Lots 31 through 57 on Waterway Island without the express written consent of the Declarant.

- (b) Marina docks and boat slips. The Declarant, its successors and assigns, shall own and maintain the docks (other than those attached to Single Family Lots on Waterway Island), wharfs, walkways and boat slips now in existence or hereinafter constructed. The Declarant specifically reserves the right in its sole discretion at any time and from time to time to change, alter, modify, rearrange or move the said docks, wharfs, walkways, and boat slips, and to amend its Master Plan to reflect said changes.

The Declarant further reserves the authority and right to rent or lease one or more docks and slips on short or long term leases to any person or entity, to operate the same as a commercial enterprises and to subdivide the same or subject them to a Planned Unit Development, a condominium regime, a master deed or similar legal device, and convey or lease the same in any manner permitted under applicable law.

Section 4. Certain Activities Prohibited.

In addition to those activities otherwise prohibited by rules and regulations promulgated pursuant to these Covenants, by applicable law or by other covenants applicable to the Property, the following activities are prohibited:

Clean, neat condition

No home made boats

- (a) Boat and slip owners shall keep the dock space and the boats moored therein, in a neat, clean and orderly conditions.
- (b) No vessel either designed or constructed by an individual or organization not principally engaged in the business of yacht design or construction shall be berthed in the Harbor Basin Area without the prior written consent of the Association, which may require the submission of plans and photographs to assist in the determination of the vessel's compatibility with the aesthetic standards of the Harbor Basin Area.

*Vessels =  
seaworthy*

- (c) All vessels berthing in the Harbor Basin Area must be maintained in a seaworthy condition at all times.
- (d) All lights used aboard vessels and visible outside the vessel shall be moderate intensity and shall be focused in such a fashion as to prevent appreciable glare in the Harbor Basin Area. The use of spot lights is prohibited except for periods not to exceed five minutes while berthing at night. No spot light shall be directed into another vessel or at buildings ashore.
- (e) The use of docks to perform maintenance activities or for storage of any article overnight is prohibited. Slip occupants may use the finger pier adjacent to their slip for brief storage of items, provided that such storage does not deprive other slip occupants of the normal use of their slip or vessel. Nothing may be stored on the main stems of the floating docks at any time.
- (f) Any and all repairmen, outside contractors, or others working on the boat owner's behalf shall be governed by all applicable provisions of this document and the rules and regulations of the Association. The boat owner shall be responsible for informing such agents of the requirements by which such agents are bound.
- (g) No hanging of laundry or clothing of any type shall be allowed within the Harbor Basin Area, or on the wharfs, docks, boat slips, or boats.
- (h) No manufacturing or similar activities shall be allowed in the Harbor Basin Area or on the wharfs, docks, boat slips, boats and other areas within the Harbor Basin Area.
- (i) No firearms or fireworks shall be discharged or used in the Harbor Basin Area, or in the wharfs, docks, boat slips or boats.
- (j) No vessel within the Harbor Basin Area may discharge overboard any sewage (whether treated or not), petroleum-based products, or bilge water containing petroleum-based products, nor shall any trash or refuse be discharged overboard. The Association and its agent may inspect boats to determine their compliance with such laws and regulations. In the event that a boat causes water pollution, the Association may arrange for the clean up of such pollution at the owner's sole expense and without prior consultation with the owner. Vessels occupying Morgan Creek Harbor shall perform all sewage pump-out at the gas dock, using the facilities provided. Individual sewage pump-out stations may not be installed on individual docks without the prior written consent of the Association.

*All agents  
bound by  
rules*

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From time to time the Association may adopt rules and regulations governing the disposal of sewage and waste water so as to comply with applicable state and Federal laws and regulations.

- (k) No diving or swimming will be allowed in the Harbor Basin Area or its approach channels.
- (l) No "for sale" signs may be posted on boats berthed at the Harbor Basin Area. All signs relating to commercial uses must be approved by the Association and if approved shall be of a size not exceeding 24 x 36 inches.

Section 5. Rules and Regulations of the Association.

The Declarant shall have the right and authority on behalf of the Association to promulgate, from time to time, such reasonable rules and regulations as it may deem appropriate to govern the use of the Harbor Basin Area. The Declarant may prescribe rules required to maintain water quality, aesthetic attractiveness, safety and efficient operation of the Harbor Basin Area. This authority shall include, but not be limited to, denial of use of the Harbor Basin Area to boats with marine toilets that do not have storage capacity, or such other measures as may be necessary or desirable to prevent the discharge of sewage or effluent in the Harbor Basin Area. Any such rules shall be posted in the office of the harbor master and shall be posted in the last known address of all owners and lessees with the Harbor Basin Area. Fifteen (15) days after such notice has been provided, such rules shall have the same force and effect as the provisions of these covenants and shall be enforceable by the Declarant in the same manner as provided herein.

Section 6. Prohibition Against Interval Ownership.

The property subject to these Covenants including any improvements thereon or to be built thereon shall not be used for or subject to any type of Vacation Time Sharing Plan as defined by the 1976 Code of Laws for the State of South Carolina, as amended, Section 27-32-10 et. seq., or any subsequent laws of this State dealing with that or similar type of ownership without the prior written consent of the Declarant, its successors and assigns.

Section 7. Easements for Maintenance and Repairs of Docks and Bulkheads

The Association shall have and is hereby granted by the Declarant a permanent, transmissible non-exclusive easement over, upon and underneath those portions of Lots 2, 3, 4, and 31 through 53 of Waterway Island that lie within thirty (30) feet of the bulkhead which is contiguous to the marina - side boundary of said lots, the location of said bulkheads being shown on a plat by Engineering, Surveying and Planning, dated April 24, 1984 and recorded in Plat Book BA at Page 40 in the R.M.C. Office for Charleston County. The purpose of said easement is to allow the Association, from time to time, to maintain,

*Easement at bulkhead on lots 2, 3, 4 31-53*

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repair and replace the bulkhead and the pilings, cables, anchors, beams, bolts and other devices used to support the bulkhead.

No permanent structures, buildings, sheds, pools, utility lines or any other improvements shall be placed upon or maintained within the easement area without the prior written consent of the Association.

Any work done or repairs made by the Association within the easement area shall be done in a workmanlike manner, and in a timely fashion. After the completion of work within the easement area, the Association shall restore the area as nearly as possible to the condition as it was in prior to the commencement of work.

Section 8. Easements for Access to and Use of Bridges, Paths, Streets and Walkways.

Subject to all rules and regulations promulgated by the Association and to the easements and assessments set forth herein, members of the Association, their lessees and guests, shall have a non-exclusive easement and right to use the areas designated as bridges, paths, streets, and walkways to travel to and from their property to Common Properties, docks or ramps, which are so designated by the Declarant for use by members of the Association.

Section 9. Easements for Access to and from the Harbor Basin.

Subject to all rules and regulations promulgated by the Association and to the easements and assessments set forth herein, the Declarant, the owners of lots on Waterway Island, the owners of boat slips and boat units, and their lessees, invitees and guests, shall have a non-exclusive easement and right to use the Harbor Basin area for ingress, egress and movement of boats, crafts and vessels to and from their property to the Intracoastal Waterway through and within the Harbor Basin Area.

This easement and right to use the Harbor Basin Area shall be separately set forth in each deed from the Declarant. The said easement shall be appurtenant to the lot, slip or unit being conveyed with it and shall run with said lot, slip or unit slip and may not be severed, partitioned or in any manner divided or conveyed separately from said lot, slip or unit.

Article V Assessments and Other Charges.

Section 1. Creations of the Lien and Personal Obligations of Assessments.

The Declarant covenants, and each Owner of any Single Family Residential Lot, Family Dwelling Unit, Boat Unit, Commercial Unit, or Unsubdivided Lands, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and pay to the Association: (1) Annual assessments or charges; and (2) Special assessments or charges for the purposes set forth in this Article, such assessments to



be fixed, established and collected from time to time as hereinafter provided. The Annual and Special assessments together with such interest thereon and costs of collection therefore as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereon as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Single Family Residential Lot, Dwelling Unit, Boating Slip or Unit and Commercial Unit, or any Unsubdivided Lands, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Assessments.

The annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement, repair of the Common Properties, dredging and operation of the Harbor Basin, the maintenance repair and replacement of the bulkheads, and to provide services which the Association is authorized to provide. In carrying out these duties, the Association may expend funds derived from assessments to make payments of principal and interest as consideration for the conveyance by the Declarant to the Association of Common Properties.

Section 3. Application of Maximum Assessment.

The annual assessment, as set forth in the schedule hereinbelow, and as is annually increased pursuant to the provisions of subparagraph (f) below, shall be levied by the Association. If, however, the Board of the Association, by majority vote, determines that the important and essential functions of the Association may be properly funded by an assessment less than that set out below, it may levy such lesser assessment. Provided, however, so long as the Declarant is engaged in the development of properties which are subject to the terms of this Declaration, the Association may not reduce assessments below those set out in Section 3(a) immediately below without the written consent of the Declarant. The levy of an assessment less than the maximum regular assessment in one year shall not affect the Board's right to levy the maximum assessment in subsequent years. If the Board of Directors shall levy less than the regular assessment for any assessment year and thereafter, during such assessment year, determine that the important and essential functions of the Association cannot be funded by such lesser assessment, the Board may, by majority vote, levy a supplemental assessment. In no event shall the sum of the initial and supplemental regular annual assessments for that year exceed the applicable maximum regular assessments.

If the Board of the Association, by majority vote, determines that the important and essential functions of the Association will not be properly funded in any year by the Maximum Regular Annual Assessment, it may call a Referendum requesting approval of a specified increase in such assessment. Should sixty (60%) percent of the votes cast in such

Referendum be in favor of such increase, the proposed increased assessment shall be levied. An increase in assessments in any year pursuant to a Referendum taken shall in no way affect assessments for subsequent years.

- (a) The annual assessment shall be the sum calculated in accordance with the following schedule as may be increased in each instance by an inflation adjuster as set forth in this Article V, Section 3 (f) hereinbelow.

<u>Property Type</u>	<u>Maximum Regular Annual Assessment</u>
TYPE A Single Family Home Lot;	\$135 per year
Single Family Home Lot with a Detached Home;	\$135 per year
Single Family Home Lot with a Bulkhead or portion of a Bulkhead. Said assessments are cumulative (i.e. the total assessment for a Single Family Lot with a Detached Home is \$270.00 and for a Single Family lot with a Detached home and a Bulkhead is \$405.00)	\$135 per year
TYPE B Family Dwelling Unit	\$135 per year
TYPE C Commercial Unit	\$.15 per square foot of floor area per year
TYPE D Boating Slips or Unit	\$135 per year for each twenty-five (25) lineal feet or any increments thereof of docks used or owned.
TYPE E Unsubdivided Land	\$135 per acre per year

*due 30 days from date of mailing*

*Loche Swelling \**

- (b) The Annual assessment on the unimproved land shall be billed quarterly commencing on the first day of January of each year. All other property shall be billed annually in January of each year. All assessment bills shall be due and payable thirty (30) days from the date of mailing of same. The Board of Directors may allow monthly or quarterly installment payments of Annual Assessments on improved property.
- (c) The Owner of any assessable property which changes from one category to another during an assessment year shall be billed an additional amount for the remaining full quarters of such year to reflect the category change.
- (d) For purposes of these assessments and voting rights hereunder, a property will be classed as unimproved land, until it has been completed for occupancy, and assessment at the improved property rate shall be prorated for the remainder of the full quarters of the year and billed that amount on the first day of the next full quarter.

(e) All assessments charged by the Association shall be rounded off to the nearest dollar.

(f) From and after January 1, 1985, the maximum regular annual assessment shall be increased each year by the Board of Directors of the Association by ten (10%) percent per year over the previous year, or the percentage increase between the first month and the last month on an annual assessment period in the Consumer Price Index, U.S. City Average, All Items (1967-100) (hereinafter (C.P.I.)) issued by the U.S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U.S. City Average and Selected Areas" whichever of these two percentage figures is larger. However, the Board of Directors may suspend such automatic increase for any one (1) year at its own discretion.

The Board shall annually increase the "Base Assessment" by the larger of the two percentage figures described immediately above, provided, however, the Board may suspend such automatic increase for any year. In the event that the C.P.I. referred to above shall be discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

(g) Any increase or decrease in the fixed amount of the Maximum Regular Annual Assessment except for the automatic increase in the "Base Assessment" shall be made in such a manner that the proportionate increase in such assessment is the same for Owners of Single Family Residential Lots, Dwelling Units, Boating Slips or Units and Commercial Units, or Unsubdivided Land.

#### Section 4. Special Assessments for Improvements and Additions.

In addition to the annual regular assessments authorized by Section 3 hereof, the Association may levy special assessments, for the following purposes:

- (a) Construction or reconstruction, repair or replacement of capital improvements upon the Common Properties, including the necessary fixtures and personal property related thereto;
- (b) Construction, reconstruction, repair or replacement of the bulkheads;
- (c) Maintenance or dredging of the Harbor Basin and the approaches thereto;
- (d) To provide for the necessary facilities and equipment to offer the services authorized herein;
- (e) To repay any loan made to the Association to enable it to perform the duties and functions authorized herein.

*Special Assessment Rules*

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Such assessment before being charged must have received the assent of a majority of the votes of the Members responding to a mail Referendum within thirty (30) days of mailing. The mail Referendum shall include one statement from the Directors favoring the special assessment and one statement from those Directors opposing the special assessment containing the reasons for those Directors' support and opposition for the assessment. Neither statement shall exceed five pages in length.

This provision shall be interpreted to mean that the Association may make in any one year an annual assessment up to the maximum set forth in Section 3 of this Article plus an additional special assessment. Such special assessment in any one year may not exceed a sum equal to the amount of the maximum regular annual assessment for such year except for emergency or other repairs required as a result of storm, fire, natural disaster or other casualty loss. The fact that the Association has made an annual assessment for an amount up to the permitted maximum shall not affect its right to make a special assessment during the year.

The proportion of each special assessment to be paid by the Owners of the various classifications of assessable property shall be equal to the proportion of the regular assessments made for the assessment year during which such special assessments are approved by the Members.

Section 5. Reserve Funds.

The Association may establish reserve funds from its regular annual assessments to be held in reserve in an interest drawing account or investments as a reserve for (a) major rehabilitation or major repairs to Common Properties and to the bulkheads and for dredging the Harbor Basin Area, (b) for emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss, (c) recurring periodic maintenance, and (d) initial costs of any new service to be performed by the Association.

Section 6. Change in Maximum Amounts of Annual Assessments Upon Merger or Consolidation.

The limitations of Section 3 hereof shall apply to any merger or consolidation in which the Association is authorized to participate under Article II, Section 2, hereof, and under the Bylaws of the Association.

Section 7. Quorum for any Action Authorized Under this Article.

The quorum required for any action authorized to be taken by the Association Members under this Article shall be as follows:

The first time any meeting of the members of the Association is called to take action under this Article the presence at the meeting of Members or proxies entitled to cast sixty (60%) percent of the total vote of the membership shall constitute a quorum. If the required quorum is not present at any such meeting, a second

*Quorum*

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meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be presence of Members of proxies entitled to cast forty (40%) percent of the total vote of the membership of the Association.

Section 8. Date of Commencement of Annual Assessments. Due Date.

Notwithstanding anything in the foregoing to the contrary, the annual assessments provided for herein shall commence no earlier than October 1, 1984. Persons becoming members subsequent to January 1 of each year shall pay assessments prorated as of the date of initial membership.

\* Section 9. Duties of the Board of Directors.

The Board of Directors of the Association shall fix the amount of the assessment against each Single Family Lot, Dwelling Unit, Boating Slip or Unit, Commercial Unit, or Unsubdivided Land, within the assessment schedule as provided hereinabove, and shall at that time, direct the preparation of an index of the properties and assessments applicable thereto which shall be open to inspection by any Member. Written notice of assessment shall thereupon be sent to every Member subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence against all but the Owner of payment of any assessment therein stated to have been paid.

Section 10. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner, the Lien, Remedies of Association.

If the assessment is not paid on or before the past-due date specified in Section 3(b) hereof, then such assessment shall become delinquent and shall (together with interest thereon at the greater of (a) fourteen (14%) percent per annum or (b) the maximum annual rate permitted by law from the due date and cost of collection thereof as hereinafter provided) become a charge and continuing enforceable lien on the land and all improvements thereon, against which each such assessment is made, in the hands of the then Owner, his heirs, devisees, personal representative, tenants, and assigns.

If the assessment is not paid within thirty (30) days after the past due date, the Association may bring an action at law against the Owner personally and there shall be added to the amount of such assessment the cost of preparing and filing the Complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee together with the costs of the action. Further, the Association may deny the Owner access to or use of the Common Properties until the past due assessments are brought current.

Section 11. Subordination of the Lien to Mortgage.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to foreclosure, or any other proceeding or deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for an assessment accruing after conveyance by the creditor to a subsequent owner, provided, however, that the creditor shall not be liable for assessments until it has held title to the property for more than one (1) year.

Section 12. Exempt Property.

The following property, individuals, partnerships or corporations, subject to this Declaration shall be exempted from the assessment, charge and lien created herein:

- (a) The grantees in conveyances made for the purpose of granting utility easements;
- (b) All Common Properties as defined in Article I, Section 1, hereof;
- (c) Property which is used for any of the following purposes:
  - (1) In the maintenance and service of facilities within Common Properties;
  - (2) Places of worship;
  - (3) Schools;
  - (4) Non-profit, governmental, and charitable institutions;
  - (5) Water and Sewer facilities.
  - (6) Golf courses and related facilities.

Section 13. Annual Statements.

The President, Treasurer, or such other officer as may have custody of the funds of the Association shall annually within ninety days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association, provided, however, that this requirement shall be construed to apply only to creditors of more than \$1,000.00. Such officer shall furnish to each Member of the Association who may make request therefore in writing, a copy of such statement, within thirty (30) days after receipt

of such request. Such copy may be furnished to the member either in person or by mail.

#### Section 14. Annual Budget.

The Board of Directors shall prepare and make available to all Members at least thirty (30) days prior to the first day of the following fiscal year, a budget outlining anticipated receipts and expenses for the following fiscal year. The financial books of the Association shall be available for inspection by all Members at all reasonable times.

### Article VI Architectural Control

#### Section 1. Control Retained by Declarant.

No temporary or permanent Structure may be commenced or erected upon the property nor may any application for building permit for any home, building, structure, bulkhead, dock or wharf be made nor any significant landscaping be done, nor any addition to any existing home, building, structure, bulkhead, docks or wharf, or alteration or change to the exterior thereof, be made until the proposed building plans, specifications, materials and exterior finish, plot plans, landscape plan and construction schedule have been submitted to and approved by the Declarant. Declarant shall have the absolute right in its sole discretion to approve or disapprove any and all such applications.

#### Section 2. Siting.

To assure that homes, buildings, bulkheads, docks, wharfs, and other structures will be properly located and the largest practical number of compatible buildings or structures built within the Property and that structures will be located with regard to the topography of each property taking into consideration the location of large trees, structures previously built or approved pursuant to this Article for adjacent parcels of land and other aesthetic and environmental considerations, where the deed of conveyance on individual Development or Survey Plat does not specify building set-back lines from front, rear and side lines, the Declarant shall have the absolute right to control and to decide (subject to the provisions of the pertinent land use regulations of public authorities having jurisdiction) the precise site and location of any building or structures within the Property. The location shall be determined only after reasonable opportunity is afforded the Property Owner to recommend a specific site.

#### Section 3. Tree and Bush Removal.

No trees of any kind above six (6) inches in diameter at a point four (4) feet above the ground level may be removed by any Property Owners, their successors and assigns without the written approval of the Declarant. A tree location plan showing all such trees and location map of adjacent and nearby structures may be required as part of the submission under Section 1, 2 and this Section.

Section 4. Completion of Construction.

*1 yr. completion deadline*

The exterior of all homes, buildings, bulkheads, docks, wharfs, and other structures must be completed within one (1) year after the construction of a particular home, building, bulkhead, dock, wharf, or structure shall have commenced, except where such completion is impossible or would result in great hardship to the Property Owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. Substantially all of the landscaping shown in plans submitted to Declarant must be completed within one (1) year of the initial occupancy. As a condition of approval of proposed plans for all structures, a bond may be required by the Association which guarantees payment of the landscape contractor's estimated cost of installation to implement the plan as submitted and approved by the Declarant.

Section 5. Right to Assign Architectural Control Function to the Association.

The Declarant reserves the right to assign to the Association its rights reserved in these covenants to approve (or disapprove) improvements proposed in the Property and nearby areas, including but not limited to the right to approve (or disapprove) plans, specifications, color, finish, plot plan and construction schedules.

Article VII Functions of The Association.

Section 1. Ownership and Maintenance of Common Properties.

The Association shall be authorized but not required to own, purchase and maintain (subject to the requirements of any Federal, State or Local Governing body of South Carolina) Common Properties, equipment, furnishings, and improvements devoted to the following uses:

- (a) For maintenance, repairs and replacement of bulkheads and the dredging of the Harbor Basin;
- (b) For sidewalks, walking paths or trails, bicycle paths, and bridle paths throughout the Properties;
- (c) For transportation facilities throughout the Properties other than privately owned automobiles, e.g. buses, electric vehicles, etc.
- (d) For security services including security stations, maintenance building and/or guardhouses;
- (e) For providing any of the services which the Association is authorized to offer under Section 2 of this Article.
- (f) For purposes set out in deeds or long-term leases by which Common Properties are conveyed or leased to the Association;



- (g) For lakes, play fields, beach, marshes, waterways, marinas, docks, wharfs, historic parks, wildlife areas, fishing facilities; and
- (h) For water and sewage facilities and any other utilities, if not adequately provided by a private utility, the City of Isle of Palms or some other public body.

Section 2. Services.

The Association shall be authorized (unless prohibited by the requirements of any Federal, State or Local governing body) but not required to provide the following services:

- (a) Cleanup and maintenance of all roads, roadways, roadway medians, parkways, lakes, beaches, marshes, waterways, marinas, docks, wharfs, and other Common Properties within the Properties and also all public properties which are located within or in a reasonable proximity to the Properties such that their deterioration would affect the appearance of the Properties as a whole;
- (b) Landscaping of sidewalks and walking paths and any Common Properties;
- (c) Transportation facilities other than privately owned automobiles, e.g. buses, electric vehicles, etc.;
- (d) Lighting of sidewalks and walking paths throughout the Properties;
- (e) Security provisions including, but not limited to, the employment of security guards, maintenance of electronic and other security devices and control centers for the protection of persons and property within the Properties and assistance to the Isle of Palms Police Department in the apprehension and prosecution of persons who violate the laws of South Carolina within the Properties;
- (f) Insect and pest control to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Association to supplement the service provided by the state and local governments;
- (g) The services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this document and to collect regular assessments, special assessments, user fees and other charges of the Association.
- (h) To take any and all actions necessary to enforce these and all covenants and restrictions affecting the Properties and to perform any of the functions or services delegated to the

- (g) For lakes, play fields, beach, marshes, waterways, marinas, docks, wharfs, historic parks, wildlife areas, fishing facilities; and
- (h) For water and sewage facilities and any other utilities, if not adequately provided by a private utility, the City of Isle of Palms or some other public body.

Section 2. Services.

The Association shall be authorized (unless prohibited by the requirements of any Federal, State or Local governing body) but not required to provide the following services:

- (a) Cleanup and maintenance of all roads, roadways, roadway medians, parkways, lakes, beaches, marshes, waterways, marinas, docks, wharfs, and other Common Properties within the Properties and also all public properties which are located within or in a reasonable proximity to the Properties such that their deterioration would affect the appearance of the Properties as a whole;
- (b) Landscaping of sidewalks and walking paths and any Common Properties;
- (c) Transportation facilities other than privately owned automobiles, e.g. buses, electric vehicles, etc.;
- (d) Lighting of sidewalks and walking paths throughout the Properties;
- (e) Security provisions including, but not limited to, the employment of security guards, maintenance of electronic and other security devices and control centers for the protection of persons and property within the Properties and assistance to the Isle of Palms Police Department in the apprehension and prosecution of persons who violate the laws of South Carolina within the Properties;
- (f) Insect and pest control to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Association to supplement the service provided by the state and local governments;
- (g) The services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this document and to collect regular assessments, special assessments, user fees and other charges of the Association.
- (h) To take any and all actions necessary to enforce these and all covenants and restrictions affecting the Properties and to perform any of the functions or services delegated to the

Association in any covenants or restrictions applicable to the Properties;

- (i) To set up and operate an architectural review board in the event that the Association is assigned the Architectural Control function by the Declarant pursuant to Article VI, Section 5 hereof;
- (j) Improvement of fishing available to Members within the Properties;
- (k) To provide day care and child care services;
- (l) To conduct recreation, sport, craft, and cultural programs of interest to members, their children and guests;
- (m) To provide legal and scientific resources for the improvement of air and water quality within the Properties;
- (n) To maintain water search and rescue boats for the protection and safety of those in the waters located on or adjacent to the Properties;
- (o) To provide safety equipment for storm emergencies;
- (p) To construct improvements on Common Properties, for use for any of the purposes or as may be required to provide the services as authorized in this Article;
- (q) To provide administrative services including but not limited to legal, accounting and financial; and communication services informing Members of Activities, Notice of Meetings, Referendums, etc., incident to the above listed services;
- (r) To provide liability and hazard insurance covering improvements and activities on the Common Properties;
- (s) To provide water, sewage, and any necessary utility services not provided by a public body, private utility or the Declarant;
- (t) To provide, conduct, or maintain water pollution and shoreline erosion abatement measures including, without limitation, maintenance and repair of shore revetments, groins and bulkheads;
- (u) To provide any or all of the above listed services to another association or owners of real property under a contract, the terms of which must be approved by the Board of Directors.

Section 3. Reduction of Services.

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During the calendar year of 1985, the Board of Directors of the Association shall define and list a minimum level of services which shall be furnished by the Association. So long as the Declarant is engaged in the development of properties which are subject to the terms of this Declaration, the Association shall not reduce the level of services it furnishes below such minimum level. Such minimum level of service shall expressly include an obligation of the Association to maintain the bulkheads, the Common Properties and to dredge the Harbor Basin Area.

Section 4. Obligation of the Association.

The Association shall not be obligated to carry out or offer any of the functions and services specified by the provisions of this Article except as specified in Section 3 of this Article. The functions and services to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association and the needs of the Members of the Association. Special assessments shall be submitted for referendum as herein provided. Subject to the provisions of Section 3 immediately above, the functions and services which the Association is authorized to carry out or to provide may be added or reduced at any time upon the affirmative vote of fifty-one (51%) percent or more of those voting in a Referendum within Type A, B, C, D, E, and F Members conducted by the Board of Directors under the same procedures as for a special assessment.

Section 5. Mortgage and Pledge.

The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its authorized functions. The Declarant may make loans to the Association, subject to approval by the Declarant of the use to which such loan proceeds will be put and the terms pursuant to which such loans will be repaid. Notwithstanding anything in this Declaration to the contrary, the Association shall not be allowed to reduce the limits of the regular annual assessment at any time there are outstanding any amounts due the Declarant as repayment of any loans made by the Declarant to the Association.

Article VIII Reservation of Rights By The Declarant, its successors and assigns.

Section 1. Reservation of Title and Property Interests.

Except as expressly conveyed by recorded deed, easement or similar instrument of conveyance the Declarant reserves all right, title and interest, including all riparian rights, all rights to the shoreline, waters, basin, beds and bottomlands within the Harbor Basin Area, and to all bulkheads, docks (except private docks on Waterway Island), wharfs, boat slips, pilings and all other structures in, adjacent to or appurtenant to the Harbor Basin Area.

*Will  
Declarant  
has right  
to Harbor  
Basin Area*

Section 2. Reservation of Right to Convey Property and Rights to the Association.

*Reverts  
Back over*

The Declarant retains, without obligation to do so, the right from time to time to convey to the Association any or all of the Declarant's properties, interests and rights, including riparian rights, rights to the shoreline, waters, bays and basin within the Harbor Basin Area and to the bulkheads, docks, wharfs, boat slips, pilings and other structures in, adjacent to or appurtenant to the Harbor Basin Area, and upon such conveyance, the Association shall accept such properties and rights and may classify same as Common Property; provided, however, that the Association may not thereafter convey said properties conveyed by the Declarant to any person or entity without approval by the Declarant.

Section 3. Modification and Revision of the Master Plans.

*Right to  
revise  
Master  
Plan*

The Declarant reserves the right to modify the Master Plan with respect to any parcel, lot or area within the Property which has not by Recorded declaration been dedicated to the Association as Common Properties or already been conveyed to a Property Owner. No implied equitable or legal covenants, servitudes or easements shall arise with respect to lands retained by the Declarant by virtue of any Master Plan.

Section 4. Certain Utility, Communications, Transportation and Public Convenience Easements.

Unless expressly waived by Declarant, the Declarant reserves exclusively unto itself, its successors and assigns, a perpetual, alienable and releaseable utility easement and right in, on, over and under the Property to erect, maintain, operate and use poles, wires, cables, switches, computers, receptacles, satellite transmission earth stations, conduits, directional and informational signs, drainage ways, sewers, irrigation lines, wells, antennas, receivers, garbage collection facilities, pumping stations, tanks, water mains and other suitable equipment including microwave and satellite stations for the conveyance, transmission or use of video, voice, facsimile and data communications, electricity, gas, sewer, water, drainage or other public conveniences, utilities and communications facilities on, in or those portions of such property as may be reasonably required for utility line purposes; provided, however, that:

- (a) no utility easement shall run across any portion of the Property which is covered by an existing building or across any area for which written approvals to construct a building thereon have been obtained with the past year from the Declarant;
- (b) such easements or installation of utilities therein or thereon shall be maintained in as attractive a state as is reasonably feasible;
- (c) the Declarant, without obligations, reserves the right to transfer any such utilities and easements, in whole or in part, which it owns to the Association, at which time the

Association shall be responsible for and shall have the obligations to operate and maintain such utility easements;

- (d) the Declarant, without obligation, reserves the right to transfer such utilities and utility easements and easements of access to such utility and utility easements, in whole or in part, to another entity, whether public or private, which shall undertake to provide such utility service.

No utility, communications, public convenience or transportation facility described in this Section may be installed or operated unless such facility is approved by Declarant. The Declarant or service providers approved by it may charge reasonable fees for the provision of such utility, communications, public convenience or transportation facilities or services.

These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Any material disturbance to the grounds of any Property Owner or Common Properties caused by such utility installation shall be repaired and said grounds returned to a reasonable reconstruction of their prior condition by the Declarant or prompt and reasonable remuneration for such repair shall be made to such Property Owner by the Declarant. The Declarant further reserves to itself, its successors and assigns, the right to locate wells, pumping stations, siltation basins and tanks within the Property in any Common Property or on any property designated for such use on the applicable plat of the property, or to located same upon any property with the permission of the respective Property Owner.

Section 5. Enforcement.

The Declarant shall have the right, but shall not be obligated, to proceed at law or in equity to compel compliance to the terms of this Declaration or to prevent the violation or breach in any event. Violators shall be personally obligated to reimburse the Declarant in full for all its direct and indirect costs or damages resulting from the violation or breach, including but not limited to legal fees and expenses incurred by the Declarant and/or the Association in maintaining compliance with this Declaration, and such obligation shall also constitute a lien upon the property of any Property Owner in accordance with Article V, Section 1.

*to Right  
legal  
action  
fees  
incurred  
by  
defendant*

The Declarant and the Association also retain an easement and license to enter upon any part of the Property, after reasonable notice, to engage in such repair, maintenance, upkeep or reconstruction as may be necessary to enforce compliance with this Declaration, and the full cost of such maintenance, repair, upkeep or reconstruction shall constitute a lien upon the Property Owner's property and shall be a personal obligation of the Property Owner in accordance with Article V Section 1.

Section 6. Use of Trademark.

Each Property Owner or Lessee, by acceptance of a deed to any lands, tenements or hereditaments within the Property hereby acknowledges that Morgan Creek Harbor, Wild Dunes, Wild Dunes Yacht Harbor and Wild Dunes Marina are service marks and trademarks of the Declarant. Each Property Owner or Lessee agrees to refrain from misappropriating or infringing these service marks or trademarks.

Section 7. Recording of Additional Restrictions on Property Use by the Owner Thereof.

No Property Owner may impose additional restrictive covenants on any lands within the property beyond those contained in these Covenants without consent of the Declarant. The Declarant may impose additional restrictive covenants on property then owned by the Declarant without the consent of any other Property Owner or the Association.

Section 8. Right to Approve Horizontal Property Regime.

No Horizontal Property Regime established on the Property shall be effective until all legal documents associated therewith have been approved by Declarant and such approval supplements the Recorded Master Deed for the Horizontal Property Regime. A reasonable charge for cost of legal review may be charged the developer by the Declarant.

Section 9. Right to Amend Covenants.

The Declarant specifically reserves to itself the right to amend this Declaration on its own motion from the date hereof until January 1, 2001, for the purposes of making technical changes to eliminate or clarify conflicting provisions, or adding or deleting any provisions as provided by the mechanism found in Article IX, Section 2 below.

In addition, until January 1, 2001, Declarant reserves the limited right to make changes in these Covenants, requested by lending agencies or title insurance companies in order that clearer title can be conveyed to Property Owners and to remove any restraints on alienation adversely affecting the issuance of, or cost of, title insurance. Moreover, Declarant further reserves for said period the right to amend the Covenants as necessary in order to comply with the requirements and guidelines of such agencies as the Federal National Mortgage Association and similar Federal or quasi-Federal agencies involved in mortgage financing programs.

Section 10. Other Rights and Reservations.

THE OMISSION OF ANY RIGHT OR RESERVATION IN THIS ARTICLE SHALL NOT LIMIT ANY OTHER RIGHT OR RESERVATION BY THE DECLARANT WHICH IS EXPRESSLY STATED IN OR IMPLIED FROM ANY OTHER PROVISIONS IN THESE COVENANTS.

Section 11. No Affirmative Obligation Unless Stated.

ANY RESERVATION OR RIGHT OF THE DECLARANT WHICH IS STATED IN OR IMPLIED FROM THESE COVENANTS SHALL NOT GIVE RISE TO ANY AFFIRMATIVE OBLIGATION OR DUTY ON THE PART OF THE DECLARANT UNLESS EXPRESSLY STATED IN THESE COVENANTS.

Article IX General Provisions.

Section 1. Duration.

The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Declarant or the Owner of any land subject to their Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed and extended upon the expiration of each ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each Member at least thirty (30) days in advance of said meeting. In the event that the Members of the Association vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be placed of Record and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments.

The Declarant specifically reserves the right to Amend this Declaration, or any portion hereof, on its own motion, from the date hereof until January 1, 2001, so long as the voting power of existing Members is not diluted thereby, nor the amounts of assessments of such existing Members raised or changed in any manner which would adversely affect such Members. Thereafter, the procedure for amendment shall be as follows:

All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such



proposed amendment shall be deemed approved if three-fourths (3/4) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each Member at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above the President and Secretary of the Association shall execute an Addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than sixty (60) days after the date of the meeting of the Association at which such amendment was adopted), the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the total number of votes necessary to adopt the amendment, and the total number of votes cast in favor of such amendment, and the total number of votes cast against the amendment. Such Addendum shall be placed of Record.

So long as the Declarant, as the Type F Member, is entitled to elect a majority of the members of the Board of Directors of the Association, no amendment of this Declaration shall be made without the consent of the Declarant.

The quorum required for any action authorized to be taken by the Association under this Section 2 shall be as follows:

The first time any meeting of the Members of the Association is called to take action under this Sections 2 the presence at the meeting of the Members or proxies entitled to cast sixty (60%) percent to the total vote of the Membership shall constitute a quorum if the required quorum is not represented at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Members or proxies entitled to cast fifty (50%) percent of the total vote of the Association.

#### Section 3. Enforcement.

Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association or any Member or the Declarant to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

#### Section 4. Interpretation.

The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration of Covenants and Restrictions and to construe and interpret its provisions, and its determination, construction or interpretation, shall be final

and binding. In all cases, the provisions of this Declaration of Covenants and Restrictions shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 5. Severability.

Should any covenant or restriction herein contained, or any Article, Sections, Subsection, sentence, clause, phrase, or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Limited Liability.

In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Declarant contemplated under this Declaration, the Declarant shall not be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way reacting to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld.

Section 7. No Waiver.

Failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provisions of this Declaration.

Section 8. Gender, Tense and Number.

When necessary for proper construction, the masculine form of any word used in this Declaration shall include the feminine or neuter gender, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense.

Section 9. Authorized Action.

All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the Bylaws of the Association, unless the terms of this instrument provide otherwise.

Section 10. Notices.

Any notice required to be sent to any Member under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to

the address appearing on the Association's Membership list. Notice to one or two or more co-owners or co-tenants shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 11. No Implied Liabilities or Duties.

ANY RULES OR REGULATIONS ESTABLISHED BY THE DECLARANT PURSUANT TO THESE COVENANTS SHALL NOT EXPRESSLY OR IMPLIEDLY CREATE ANY DUTY OF CARE TO ANY PROPERTY OWNER.

Section 12. Termination of Association.

In the event that this Declaration be declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, and such adjudication occurs within ten (10) years of the date of recording this Declaration, all Common Properties, belonging to the Association at the time of such adjudication shall revert to the Declarant, and the Declarant shall own and operate said Common Properties as Trustee for use and benefit of Owners within the Properties as set forth below. If said adjudication shall occur on a date more than ten (10) years after the date of recording of this Declaration, or if the Members of the Association should vote not to renew and extend this Declaration as provided for in Article IX, Section 1, all Common Properties, owned by the Association at such time, shall be transferred to a properly appointed Trustee which Trustee shall own and operate said Common Properties, for the use and benefit of Owners within the Properties as set forth below:

- (a) Each lot or parcel of land located within the Properties shall be subject to an annual assessment which shall be paid by the Owner of each such lot or parcel to the Declarant or Trustee, whichever becomes the successor in title to the Association. The amount of such annual assessment and its due date shall be determined solely by the Declarant or the Trustee, as the case may be, but the amount of such annual assessment on any particular lot or parcel shall not exceed the amount actually assessed against that lot or parcel in the last year that assessments were levied by the Association, subject to the adjustment set forth in subparagraph (b) immediately below.
- (b) The rate of the minimum and maximum annual assessment which may be charged by the Declarant or Trustee hereunder on any particular lot or parcel may be automatically increased each year by either ten (10%) percent or the percentage increase between the first month and the last month of the annual assessment period in the Consumer Price Index, U.S. City

Average, All Items (1967-100) (hereinafter "C.P.I.") issued by the U.S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U.S. City Average and Selected Areas", whichever of these two percentage figures is larger. The actual amount of such increase in the regular maximum annual assessment on a lot or parcel shall equal the regular maximum annual assessment on such lot or parcel for the previous year multiplied by the larger of the two percentage factors set forth above. If the C.P.I. is discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

- (c) Any past due annual assessment together with interest thereon at the greater of fourteen (14%) percent or the maximum annual rate permitted by law from the due date and all costs of collection including reasonable attorney's fees shall be a personal obligation of the Owner at the time that annual assessment becomes past due, and it shall also constitute and become a charge and continuing lien on the lot or parcel of land and all improvements thereon, against which the assessment has been made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.
- (d) The Declarant, or the Trustee, as the case may be, shall be required to use the funds collected as annual assessments for the operation, maintenance, repair and upkeep of the Declarant or Trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided. Neither the Declarant nor the Trustee shall have the obligations to provide for operation, maintenance, repair and up-keep of the Common Properties, once the funds provided by the annual assessment have been exhausted.
- (e) The Declarant shall have the right to convey title to the Common Properties and to assign its rights and duties hereunder, provided that the transferee accepts such properties subject to the limitations and uses imposed hereby and affirmatively acknowledges its acceptance of the duties imposed hereby.
- (f) The Trustee shall have the power to dispose of the Common Properties, free and clear of the limitations imposed hereby, provided, however, that such disposition shall first be approved in writing by fifty-one (51%) percent of the Owners of Property within the Properties or in the alternative shall be found to be in the best interest of the Owners of property within the Properties of Record. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Properties, then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and up-keep of such Properties, then for the payment of any obligations

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distributed among the Owners of Property within the Properties, exclusive of the Trustees, in a proportion equal to the portion that the maximum annual assessment on property owned by a particular Owner bears to the total maximum annual assessment for all property located within the Properties.

IN WITNESS WHEREOF, the Declarant, and the Association, have caused this instrument to be executed the day and year first above written pursuant to a resolution duly and unanimously adopted by its Board of Directors.

Dated this 12th day of July, 1984.

WITNESS:

Henry B. Ashburne  
W. Peter Hammond

WILD DUNES ASSOCIATES

By: David Brown Lucas  
By: Henry L. Holley III

WITNESS:

Henry B. Ashburne  
W. Peter Hammond

MORGAN CREEK HARBOR ASSOCIATION, INC.

By: Art P. Clark  
Acting President  
By: Lawrence E. Miskay  
Acting Secretary

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

Personally appeared before me W. Foster Gaillard and made oath that he/she saw the within named Wild Dunes Associate, a South Carolina General Partnership, by David Henry Lucas, its partner, sign, seal and as its act and deed, deliver the within written instrument, and that he/she with Henry B. Fishburne, Jr. witnessed the execution thereof.

W. Foster Gaillard

SWORN to before me this  
12th day of July,  
1984.

Elizabeth S. Russell (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 1/3/94

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me W. Foster Gaillard an made oath that he/she saw the within named Morgan Creek Harbor Association, Inc. by the above named, sign, seal and, as its act and deed, deliver the within written instrument, and that he/she with Henry B. Fishburne, Jr. witnessed the execution thereof.

W. Foster Gaillard

SWORN to before me this  
12th day of July,  
1984.

Elizabeth S. Russell  
Notary Public for South Carolina  
My Commission Expires: 1/3/94

## EXHIBIT "A"

Property Subject to Declaration of Covenants and  
Restrictions for Morgan Creek Harbor

PARCEL I

ALL those certain pieces, parcels or tracts of land situate, lying and being on Waterway Island on the Isle of Palms, South Carolina, known as Lots 1 through 57 inclusive, Parcels "A" and "B" and Waterway Island Drive all as is shown on a plat entitled "Conditional Plat of Lots 1-58, Tract F, Block A, Prepared for Wild Dunes Associates, City of Isle of Palms, Charleston County, South Carolina" dated April 24, 1984, prepared by Curtis W. Lybrand, Jr., C.E. and L.S., said plat being recorded in the R.M.C. Office for Charleston County in Plat Book BA at page 40, all being shown more particularly according to said plat.

-ALSO-

PARCEL II

A strip of land thirty (30) feet in width being located to the rear of, adjacent to and contiguous with the rear boundary line of lots 2 through 31 inclusive on Waterway Island, said rear boundary line being more fully shown on the above referenced plat by Engineering, Surveying and Planning, Inc., dated April 24, 1984 and recorded in the R.M.C. Office for Charleston County in Plat Book BA at Page 40.

-ALSO-

PARCEL III

All that certain tract of land and submerged area lying generally to the south and west of Waterway Island, said tract being generally described as being that portion of Morgan Creek lying between the eastern edge of Waterway Island Drive where it crosses said Morgan Creek and the intersection of Morgan Creek and the southern boundary of the right-of-way of the Intracoastal Waterway; said tract butting and bounding as follows: to the north partially on Waterway Island and partially on the Intracoastal Waterway; to the east partially on Waterway Island; to the east partially on the eastern boundary of Waterway Island Drive where it crosses Morgan Creek; to the south on the southern edge of the bulkhead which runs in a generally east-west direction from the western edge of Waterway Island Drive to the eastern boundary of a 7.3 acre tract presently owned by The Beach Company; and to the west on a 7.3 acre tract presently owned by The Beach Company; a 2.3 acre tract presently owned by The Beach Company and a 5.55 acre tract owned by The Beach Company; said tract being more clearly shown with reference to the aforementioned plat and the location map which is a part thereof.

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-ALSO-

PARCEL IV

A strip of land thirty (30) feet in width being adjacent to and running parallel to and lying immediately to the south of the last above described tract and bulkhead; said strip runs in a generally east-west direction from the western edge of Waterway Island Drive to the eastern boundary of a 7.3 acre tract presently owned by The Beach Company.



FISHBURNE & GAILLARD  
ATTORNEYS AT LAW  
P. O. BOX 669  
CHARLESTON, S. C. 29402

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FILED, INDEXED & RECORDED

1994 JUL 12 PM 4 33

W. J. N. KING  
REGISTER MENNE CONVEYANCE  
CHARLESTON COUNTY, S.C.

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J