

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

MASTER DEED

FOR

MARINER'S WALK

HORIZONTAL PROPERTY REGIME

KNOW ALL MEN BY THESE PRESENTS that this Deed is made on the date hereinafter set forth by Mariner's Walk Corporation, hereinafter called "Developer", a corporation organized and existing under and by virtue of the laws of the State of South Carolina;


W I T N E S S E T H

WHEREAS, Developer is the sole owner in fee simple of real property and buildings and improvements thereon which property is located in Charleston County, South Carolina, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "property"); and

WHEREAS, Developer wishes to reserve the right to develop the property in two phases as outlined further in Exhibit "A" and Exhibit "A-1", and

WHEREAS, Developer desires to submit the property to the provisions of the Horizontal Property Act of South Carolina, South Carolina Code of Laws 1976, Section 27-31-10 through Section 27-31-300 (hereinafter sometimes referred to as the "Act") thereby creating a Horizontal Property Regime known as Mariner's Walk Horizontal Property Regime; and

WHEREAS, Developer desires to publish a plan for the individual ownership of the several Condominium Units and the ownership of individual interests in that real property hereinafter defined as "Common Area Facilities" and "Limited Common Area and Facilities"; and



WHEREAS, Developer desires to convey the property pursuant and subject to certain protective covenants, conditions, restrictions, reservations, liens and charges hereinafter set forth;

NOW THEREFORE, Developer hereby submits the property to the provisions of the Horizontal Property Act of South Carolina, South Carolina Code of Laws 1976, Section 27-31-10 through Section 27-31-300, creating a Horizontal Property Regime known as Mariner's Walk Horizontal Property Regime, and hereby publishes its plans as to the division of the property, the imposition of covenants, conditions, restrictions, liens and charges thereon and the individual ownership thereof. Developer hereby specifies that this Deed shall constitute covenants, conditions and restrictions which shall run with the property and shall bind and inure to the benefit of Developer, its successors and assigns, and all subsequent owners of any interest in the property, their grantees, successors, heirs, executors, administrators, devisees or assigns.

ARTICLE I

DEFINITIONS

Section 1. Definitions. Unless defined herein or unless the context requires otherwise, the words defined in Section 27-31-20 of the Act, South Carolina Code of Laws, 1976, when used in this Deed or any amendment hereto shall have the meaning therein provided. The following words when used in this Deed or any amendment thereto, unless the context requires otherwise, shall have the following meanings:

(a) "Act" means the Horizontal Property Act of South Carolina, South Carolina Code of Laws 1976, Section 27-31-10 through Section 27-31-300, and as may be further amended from time to time.

(b) "Assessment" means an owner's share of the common

expenses assessed against such owner and his Unit from time to time by the Association in the manner hereinafter provided.

(c) "Association" means Mariner's Walk Owners Association, being an Association of and limited to Owners of the Condominium Units located at Mariner's Walk Horizontal Property Regime at Isle of Palms, Charleston County, South Carolina, in the form of a non-profit, nonstock membership Association which may be incorporated. Until such time as the second phase is annexed, the Association shall mean the owners of the thirty six (36) units comprising Phase I. Thereafter, Association shall mean all owners of units situate in the two phases.

(d) "Mariner's Walk" shall mean and refer to that certain real property now owned by Developer together with improvements described in attached Exhibit "A" and such additions thereto as may from time to time be designated by Developer.

(e) "Board of Directors" or "Board" means the Board of Directors of the Mariner's Walk Owners Association, and "director" or "directors" means a member or members of the Board.

(f) "Common Area and Facilities" and "Common Elements" means and includes all of the Condominium Property after excluding the Condominium Units and Limited Common Area and Facilities.

(g) "Common Expenses" means and includes (a) all expenses incident to the administration, maintenance, repair and replacement of the Common Area and Facilities and the Limited Common Area and Facilities, after excluding therefrom such expenses which are the responsibility of the Unit Owner as set forth in Section 2 of Article VIII hereof; (b) expenses determined by the Association to be Common Expenses and which are lawfully assessed against Unit Owners, and (c) expenses declared to be Common Expenses by the Horizontal Property Act or the Condominium Documents.

(h) "Condominium Documents" means and includes the Master Deed for Mariner's Walk Horizontal Property Regime, the By-Laws of the Association (Exhibit "D"), and Rules and Regulations (Exhibit "E"), all as amended from time to time.

(i) "Condominium Property" or "Property" means and includes all property submitted to the Act by this Deed.

(j) "Deed" shall mean the Master Deed for Mariner's Walk Owners Association.

(k) "Developer" shall mean and refer to Mariner's Walk Corporation, a corporation organized under the laws of the State of South Carolina, its successors and assigns.

(l) "Limited Common Area and Facilities" includes those areas so designated in Exhibit "B" attached hereto and incorporated herein by this reference, and related drawings.

(m) "Mortgage" shall include mortgages, security agreements and financing statements and any and all other similar instruments given to secure the payment of an indebtedness.

(n) "Owner", "Unit Owner", or "Condominium Owner" means the record owner, whether one or more persons, of fee simple title or leasehold estate in and to any Condominium Unit excluding, however, those persons having such interest merely as security for the performance of an obligation.

(o) "Percentage Interest" means the percentage of undivided interest each Unit Owner owns as tenant in common in the Common Area and Facilities.

(p) "Unit Plans" means and includes the architectural plans of the Units erected or to be erected on the Condominium Property which plans were prepared by Craig Wrigley, Registered Architect, entitled Mariner's Walk Horizontal Property Regime, plus site plan, which will be filed of record in the Office of the Registrar of Mesne Conveyance for Charleston County, South Carolina, simultaneously with the filing for record of this

Deed, designated as Exhibit "C" and incorporated herein by reference.

(q) "Survey Plat" or "Survey" means and includes the survey of the Condominium Property, Units, and Limited Common Area and Facilities by Engineering, Surveying and Planning, Incorporated, which will be filed for record in the Office of the Register of Mesne Conveyance for Charleston County, South Carolina, simultaneously with the filing for record of this deed.

(r) "Trustee" means the financial institution, if any, selected by Developer or the Association to hold certain funds of the Association.

(s) "Property" means and includes the land, the building, all improvements and structures thereon, and all easements, right and appurtenances belonging thereto. In the event Developer constructs the second phase as described in Exhibit "A-1", and the land, buildings, and all improvements constructed on that site shall also be included as "property" defined herein.

(t) "Condominium Unit Boundaries" means each apartment shall include the elements of the Regime which are not owned in common with the owners of other apartments. The boundary lines of each apartment are the interior partitions of its perimeter walls, load-bearing walls, bottom floors, top story ceilings, windows and window frames, doors and door frames and trim, and includes both the portions of the building so described and the air space so encompassed.

(u) "Condominium Unit" or "Unit" means a part of the property intended for any type of independent use including one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in a building, and with a direct exit to a public street or highway, or to a common area leading to such a street or highway. The description of the individual units is more particularly described in Exhibit "F" attached hereto and incorporated herein by reference.

ARTICLE II

MARINER'S WALK OWNERS ASSOCIATION

Section 1. Responsibility for Administration. The administration of the Mariner's Walk Horizontal Property Regime shall be the responsibility of the Association. Administration shall be in strict accordance with the provisions of the Act, this Deed and the By-Laws of the Association. The management company shall be notified of any breach of its duties by the Board and shall be given a reasonable length of time in which to correct any breach. Continued breach of its duties after proper notification and a reasonable length of time in which to cure the breach, shall be cause for termination by the Board of Directors.

Section 2. Agreements. The Association shall be and hereby is authorized to enter into such agreements, as it may deem necessary or desirable for the administration and operation of the development. Each Owner by acquiring or holding an interest in any Condominium Unit thereby agrees to be bound by the terms and conditions of all such agreements entered into by the Board of Directors on behalf of the Association. A copy of all such agreements shall be made available at the Office of the Association for review by each owner.

ARTICLE III

PROPERTY RIGHTS

Section 1. Development Plan. Initially the Developer shall construct or cause to be constructed on the first phase of the property residential buildings containing thirty six (36) Condominium Units. The buildings shall be constructed substantially in accordance with the Unit Plans and Survey, all of which are contained in Exhibit "C" attached hereto and incorporated herein by this reference, and show the buildings, number and identity of Units and the materials of which Units are to be con-

structed. The specifications for construction are on file in the Office of the Developer at Jefferson Square in Columbia, South Carolina. The Developer expressly reserves the right, during the course of construction, to revise, modify or change in whole or in part any of such Condominium Units; provided, however (i) Developer shall adhere to the general scheme of development as set forth in Exhibit "C" attached hereto and made a part hereof and (ii) Developer shall not make any major alterations to any Condominium Unit sold or under a valid sales contract without first having obtained the express written consent of the Owner thereof and of the Mortgagee. Any such change or modification shall not alter the Percentage Interest set forth in Exhibit "C" without the unanimous consent (100%) of the Unit Owners expressed in an amendment hereto duly recorded. Some Units may be conveyed or occupied prior to the completion of other Units.

Developer reserves the right to annex the property for a second phase as described in Exhibits "A" and "A-1". This annexed property could contain up to an additional thirty six (36) Condominium Units similar in design and construction as units constructed in the first phase.

Section 2. Units. Each Unit, together with its Percentage Interest in the Common Area and Facilities, shall for all purposes constitute a separate parcel of real property which, subject to the provisions of this Deed, may be owned in fee simple and which may be conveyed, transferred, leased and encumbered in the same manner as any other real property. Each owner, subject to the provisions of the Act and this Deed, shall be entitled to the exclusive ownership and possession of his Unit. Developer, by the recordation of this Deed, agrees, covenants and warrants to faithfully complete construction of all such Condominium Units and buildings within three years of the date of this Deed; provided, however, that if Developer fails

to complete any Condominium Unit, Developer agrees to repay all monies paid by the owner towards that unit, provided, however, this clause does not relieve Developer from completing all Condominium Units in the first phase in substantial conformance with the plans, specifications, plot plan and survey plat as hereinabove referred to. In the event of such repayment of monies, Developer shall thereafter be completely and forever absolved and relieved of any and all liability or responsibility relating to or derived from its failure to complete such construction. Further, in the event Developer elects not to develop the second phase of the property, he shall be relieved of any liability or responsibility derived from his decision not to construct the second phase, but he shall not be relieved of his responsibility to refund to an owner any monies he has received towards the purchase of a unit in the second phase.

Section 3. Common Area and Facilities.

(a) Percentage Interest. The Unit Owners shall own the Common Area and Facilities and Limited Common Area and Facilities as tenants in common with each Unit having appurtenant thereto the Percentage Interest in the Common Area and Facilities and Limited Common Area and Facilities as set forth in the Master Plan contained in Exhibit "C" attached hereto; provided, however, the use of the Limited Common Area and Facilities shall be restricted as set forth in section 3(e) of this Article III. The Percentage Interest appurtenant to each Unit has been determined by dividing the fair market value of such Unit as of the effective date of the Deed by the aggregate fair market value of all of the Units as of said date. The stated Percentage Interest is permanent in character and cannot be altered without the consent of all (100%) of the Unit Owners expressed in an amendment to this Deed duly recorded.

Until the time of recording of the first Phase II deed, there shall be appurtenant to each Phase I Condominium Unit (a) an undivided present interest in the Phase II Common Elements, and (b) an undivided future interest in the Phase II Common Elements. The present interest is expressed in percentages upon the relation of the value of the Condominium Unit to the value of Phase I Property. Until the time of recording of the first Phase II Deed, the Grantor shall own (a) all Common Elements in Phase II, and (b) that fraction of the Phase I Common Elements equal to the total of the fractional interests appurtenant to each Phase I Condominium Unit owned by it, as such total is reduced from time to time on account of the sale of Condominium Units by Grantor.

At the time of recording of the first Phase II deed, a portion of the undivided present interest in the Phase I Common Elements appurtenant to each Phase I Condominium Unit shall revert to Grantor, and such Condominium Unit's undivided future interest in Phase II Common Elements shall become an undivided present interest. Consequently, at and from the time of recording of the first Phase II deed, there shall be appurtenant to each Condominium Unit in the Regime an undivided present interest in all Regime Common Elements, expressed in percentages based on the relation of the value of the Condominium Unit to the value of all Property. The value of the undivided percentage interest appurtenant to each Condominium Unit after the recording of the first Phase II deed is set forth in Exhibit "C" attached hereto. The Grantor shall have a percentage ownership interest in all Regime Common Elements equal to the total of the Percentage Interests appurtenant to the Condominium Unit owned by it, as such total may be reduced from time to time on account of the sale of Condominium Units by Grantor.

(b) Inseparability of Percentage Interests. Except

as described above in conjunction with the recording of the first Phase II deed, should Phase II be developed the percentage interest in the Common Area and Facilities and the Limited Common Area and Facilities cannot be separated from the Unit to which it appertains and shall be automatically conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the deed or other instruments.

(c) No Partition. The Common Area and Facilities and Limited Common Area and Facilities shall remain undivided and no right to partition the same or any part thereof shall exist except as provided in the Act, the By-Laws and this Deed.

(d) Use of Common Area and Facilities. The Unit Owners may use the Common Area and Facilities in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of other Unit Owners. The Board of Directors shall, if any question arises, determine the purpose for which a part of the Common Area and Facilities is intended to be used. The Board shall have the right to promulgate rules and regulations limiting the use of the Common Area and Facilities to Unit Owners and their guests as well as to provide for the exclusive use of a part of the Common Area and Facilities by a Unit Owner and his guests for special occasions which exclusive use may be conditioned, among other things, upon the payment of a fee. Any Owner may delegate, in accordance with the provisions of this Deed and the By-Laws, his right to use the Common Area and Facilities to the immediate members of his family, and a limited number of guests accompanying him, or to his tenants who reside in his Condominium Unit.

(e) Limited Common Area and Facilities. Ownership of each Condominium Unit shall entitle the Owner or Owners thereof to the use of the Limited Common Area and Facilities adjacent and appurtenant to such Unit and so designated in Exhibit "B";



which exclusive use may be delegated by such Owner to the immediate members of his family, and a limited number of guests accompanying him or to his tenants who reside in his Condominium Unit. Owners may not place plants, furniture, grills and/or other similar items within the Limited Common Area and Facilities adjacent and appurtenant to their Unit.

ARTICLE IV

ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation for Assessments. Each Condominium Unit is and shall be subject to a lien and permanent charge in favor of the Association for the annual and special Assessments set forth in Sections 2 and 3 of this Article IV. Each Assessment together with interest thereon and cost of collection thereof as hereinafter provided, shall be a permanent charge and continuing lien upon the Condominium Unit against which it relates, and shall also be the joint and several personal obligation of each Owner of such Condominium Unit at the time the Assessment comes due and upon such Owner's successor in title if unpaid on the date of the conveyance of such Unit, and each and every Owner by acquiring or holding an interest in any Condominium Unit thereby covenants to pay such amount to the Association when the same shall become due. The purchaser of a Condominium Unit at a judicial or foreclosure sale or by deed in lieu of foreclosure shall be liable only for the Assessments coming due after the date of such sale.

Section 2. Annual Assessments. No later than August 1 of each calendar year, the Board of Directors shall set the annual Assessments by estimating the Common Expenses to be incurred during the immediately succeeding calendar year and shall prorate such Common Expenses among the Owners of the Condominium Units according to their respective Percentage Interest and shall give written notice to each Unit Owner of the

annual Assessment fixed against his Unit for such immediately succeeding calendar year. A copy of the new budget will be mailed to each owner prior to September 1. The annual Assessments levied by the Association shall be collected by the Treasurer as provided in Section 4 of this Article IV.

The annual Assessments shall not be used to pay for the following:

- (a) Casualty insurance of individual Owners on their possessions within the Units and liability insurance of such Owners insuring themselves and their families individually, which shall be the sole responsibility of such Owners;
- (b) Telephone, cable service, gas, or electrical utility charges for each Unit which shall also be the sole responsibility of the Owners of such Units;
- (c) Ad valorem taxes assessed against Unit Owners;
- (d) Private Mortgage Insurance.

Developer anticipates that ad valorem taxes and other governmental assessments, if any, upon the property will be assessed by the taxing authority upon the Unit Owners, and that each assessment will include the assessed value of the Condominium Unit and of the undivided interest of the Unit Owner in the Common Area and Facilities and the Limited Common Area and Facilities. Any such taxes and governmental assessments upon the property which are not so assessed shall be included in the Association's budget as a recurring expense and shall be paid by the Association as a Common Expense. Each Unit Owner is responsible for making his own return of taxes and such return shall include such Owner's undivided interest in the Common Area and Facilities and Limited Common Area and Facilities as such undivided interest is determined by law for purposes of returning taxes. If no provision is made by law or the taxing authorities for the determination of an Owner's share of the undivided

interest in the Common Area and Facilities and Limited Common Area and Facilities, each Owner shall return that percentage of the undivided interest in the Common Area and Facilities and Limited Common Area and Facilities attributable to his Unit under Exhibit "C".

Section 3. Special Assessments. In addition to the annual Assessments, the Association may levy in any calendar year, special Assessments for the purpose of supplementing the annual Assessments if the same are inadequate to pay the Common Expenses and of defraying, in whole or in part, the cost of any construction or reconstruction, repair, or replacement of the Limited Common Area and Facilities, and/or the Common Area and Facilities including the necessary fixtures and personal property related thereto; provided, however, that any such special Assessments shall have the assent of a majority of the votes represented, in person or by proxy, at a meeting, at which a quorum is present, duly called for the express purpose of approving such expenditure written notice of which shall be sent to all Owners not less than ten (10) days nor more than thirty (30) days in advance of the meeting, which notice shall set forth the purpose of the meeting. An itemized breakdown justifying the special Assessment shall accompany the special notice. The period of the Special Assessments and manner of payment shall be determined by the Board.

Section 4. Date of Commencement of Annual Assessments; Due Dates. Although the annual Assessment is calculated on a calendar year basis, each Owner of a Condominium Unit shall be obligated to pay the Treasurer of the Association such Assessment in equal monthly installments on or before the first day of each month during such calendar year, or in such other reasonable manner as the Board of Directors shall designate.

The annual Assessments provided for in this Article IV shall as to each Condominium Unit commence upon the title convey-

ance or occupancy of the Unit whichever shall first occur (such date shall become the "commencement date"). If neither title conveyance or occupancy has occurred, the annual assessment as to a condominium unit shall also commence after ten days notice to purchaser by Developer that he is prepared to tender title to said villa. The first monthly payment of the annual Assessment for each such Unit shall be an amount equal to the monthly payment for the fiscal year in progress on such commencement date, divided by the number of days in the month of conveyance, and multiplied by the number of days then remaining in such month.

The Association shall, upon demand at any time, furnish to any Condominium Owner liable for any such Assessment a certificate in writing signed by an Officer of the Association, setting forth whether the same has been paid. A reasonable charge, as determined by the Board, may be made for the issuance of such certificates. Such certificates shall be conclusive evidence of payment of any assessment stated to have been paid.

Section 5. Effect of Non-Payment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of Developer.

If an Assessment is not paid on the date when due, as hereinabove provided, then such Assessment together with such interest thereon and any cost of collection thereof as hereafter provided, shall be a charge and continuing lien on the Unit to which it relates, and shall bind such property in the hands of the Condominium Owner, his heirs, legal representatives, successors, and assigns. The personal obligation of the then Condominium Owner to pay such Assessment, however, shall remain his personal obligation and if his successor in title assumes his personal obligation such prior Condominium Owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he was obligated to pay immediately preceding the transfer; and such prior Condominium Owner and his successor in title who assumes

such liabilities shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such prior Condominium Owner and his successor in title creating the relationship of principal and surety as between themselves other than one by virtue of which such prior Condominium Owner and his successor in title would be jointly and severally liable to pay such amounts.

In the event any such Assessment is not paid by the 10th day of the month, interest in the form of a service fee to be set by the Board of Directors shall be added to the Assessment. The service fee will continue to accrue until the Assessment is paid. The Association may bring legal action against the Condominium Owner personally obligated to pay the same or foreclose its lien against the Condominium Unit to which it relates or pursue either such course at the same time or successively. In any event, the Association shall be entitled also to recover attorney's fees actually incurred but not exceeding fifteen (15%) percent of the amount of the delinquent Assessment, and all other costs of collection. Each Condominium Owner, by his acceptance of a deed or other conveyance to a Condominium Unit, vests in the Association or its agent the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding at law or in equity. The Association shall have the power to bid in the Unit at any foreclosure sale and to require, hold, lease, mortgage and convey the same. No Condominium Owner may be relieved from liability from the Assessment provided for herein by abandonment of his Condominium Unit or otherwise.

Section 6. Subordination of the Charges and Liens to Mortgages.

(a) The lien and permanent charge for the annual and special Assessments (together with interest thereon and any cost

of collection) authorized herein with respect to any Unit is hereby made subordinate to the lien of any mortgagee or his assigns placed on such Condominium Unit if, but only if, all such Assessments with respect to such Condominium Unit having a due date on or prior to the date such mortgage is filed for record have been paid. The lien and permanent charge hereby subordinated is only such lien and charge as relates to Assessments authorized hereunder having a due date subsequent to the date such mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgaged property pursuant to any proceeding in lieu of foreclosure or the sale under power contained in such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the Condominium Owner of a mortgaged property of his personal obligation to pay all Assessments coming due at a time when he is the Condominium Owner; shall not relieve such property from the lien and permanent charge provided for herein (except as to the extent a subordinated lien and permanent charge is extinguished as a result of such subordination or against a mortgagee or such mortgagee's assignee, or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by sale under power); and no sale or transfer of such property to the mortgagee or to any other person pursuant to a foreclosure sale, or pursuant to a sale under power, shall relieve any existing or previous Condominium Owners from liability for any Assessment coming due before such sale or transfer.

Section 7. Exempt Property. Each Condominium Unit shall be exempt from the Assessments created herein until such unit is conveyed by the Developer to Owner or Owner has occupied, whichever first occurs.

ARTICLE V

INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Board of Directors or its authorized agent shall obtain insurance for all of the improvements on the property (excepting the personal property of the Condominium Unit owners, their guests and lessees) and all improvements and betterments made by such Owners at their expense against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full cost of any repair, reconstruction or replacement in the event of damage or destruction from any such hazard, and shall also obtain a public liability policy covering the Common Area and Facilities, Limited Common Area and Facilities and all damage or injury caused by the negligence of the Association or any of its agents which public liability policy shall have reasonable limits set by the Board of Directors. Premiums for all such insurance coverage obtained by the Board of Directors shall be written in the name of the Association for the Owners of the Units. Such insurance policies shall comply with the provisions herein-after set forth

(a) All policies shall be written with a company licensed to do business in the State of South Carolina and holding a rating of "A+" or above and financial size of Class 10 or above as established by Best Key Rating Guide.

(b) All policies shall be for the benefit of the Unit Owners and their mortgagees as their interests may appear.

(c) Provision shall be made for the issuance of a certificate of insurance to each Owner or his mortgagee, if any which shall specify the proportionate amount of such insurance attributable to the particular Owner's Unit.

(d) The original of all policies and endorsements

thereto shall be deposited with the Trustee which shall hold them subject to the provisions of Section 3 of this Article V.

(e) Exclusive authority to adjust losses under policies hereafter in force on the property shall be vested in the Board of Directors or its duly authorized agent; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations related thereto.

(f) In no event shall any recovery or payment under the insurance coverage obtained and maintained by the Board of Directors hereunder be affected or diminished by insurance purchased by individual owners or their mortgagees.

(g) Each Owner may obtain additional insurance at his own expense; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors, on behalf of all the Owners and their mortgagees, may realize under any insurance policy which the Board of Directors may have in force on the property at any particular time.

(h) Any Owner who obtains an individual insurance policy covering any portion of the property, other than on personal property belonging to such Owner at his expense, shall file a copy of such policy with the Board of Directors within 30 days after purchase of such insurance.

(i) Each Owner at his own expense may obtain on his Unit or the contents thereof title insurance, homeowner's liability insurance, theft and other insurance covering improvements, betterments and personal property damage and loss.

(j) The Board of Directors shall conduct an annual insurance review for the purposes of determining the full insurable value of the entire property including all dwellings, the Limited Common Area and Facilities and the Common Area and

Facilities without respect to depreciation of all improvements on the property (with exception of improvements and betterments made by the respective owners at their expense) by one or more qualified persons.

(k) The Board of Directors or its duly authorized agent shall make reasonable efforts to secure insurance policies that will provide for the following: (1) fire and extended coverage insurance, insuring all of the buildings including the interior partitions and painted surfaces, the carpeting, the bathroom and kitchen fixtures, the service equipment, but not including drapes, wall coverings, furniture, furnishings, and personal property supplied by the individual owners or any property not initially installed by Developer in accordance with the original condominium plans and specifications; (2) a waiver of subrogation by the insurer as to any claims against the Board of Directors, its duly authorized agents and the Owners and their respective servants, agents and guests; (3) a waiver of insurer's right to repair or reconstruct instead of paying cash; (4) a waiver of insurer's right to cancel, invalidate or suspend the policy on account of the acts of fewer than five Owners or the conduct of any director, officer or employee of the Association or its duly authorized agent without prior demand in writing delivered to the Association to cure the defect and a reasonable time for the Association, its agent, any owner or mortgagee to cure the defect; and (5) that any "other insurance" clause in the master policy exclude individual owners' policies from consideration. (6) The policy shall also contain liability coverage for all official actions on behalf of the Association by its Board, its officers, or any of its employees or agents.

(l) Each Owner shall be required to notify the Board of Directors of all improvements made by such Owner to his Unit, the value of which is in excess of One Thousand (\$1,000.00) Dollars.

Section 2. No Partition. There shall be no judicial partition of the property or any part thereof, and Developer and every person acquiring any interest in the property or any part thereof shall acquire the same subject to this Deed and shall be deemed to have waived any right to seek any such judicial partition until the happening of the conditions set forth in Section 4 of this Article V in the case of damage or destruction or until the property has been removed from the provisions of the Act as provided for in this Deed.

Section 3. Trustee. (a) All insurance policies purchased by and in the name of the Board of Directors shall provide that proceeds covering property losses shall be paid jointly to the Association and Trustee. Immediately upon the receipt by the Association of such proceeds, the Association shall endorse the instrument by means of which such proceeds are paid and deliver such instrument to Trustee. The Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. Nor shall the Trustee have any obligation to inspect the property to determine whether a loss has been sustained or to file any claim or claims against any insurer or any other person.

(b) Among other things, the duty of Trustee shall be to receive proceeds delivered to it and to hold such proceeds in trust for the benefit of the Owners and their mortgagees. An undivided share of such proceeds on account of damage or destruction to the Common Area and Facilities and Limited Common Area and Facilities shall be allocated and assigned for the Owners (and their mortgagees, if any), in accordance with the Percentage Interest appurtenant to their Units. Proceeds on account of damage or destruction to Units shall be allocated and assigned for the Owners (and their mortgagees, if any), of the

damaged or destroyed Units in proportion to the cost of repairing or reconstructing the damage or destruction suffered by each such Owner. In the event that a mortgagee endorsement has been issued as to any particular Unit, the share of such Unit Owner shall be held in trust for such Owner and his mortgagee as their interests may appear.

(c) Proceeds of insurance policies received by the Trustee shall be disbursed as follows:

(i) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof, as may be required for such purposes, shall be disbursed in payment for such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs shall be paid into the Trust Fund for the benefit of all Owners and their respective mortgagee, if any, as their interest may appear.

(ii) If it is determined, as provided in Section 4 of this Article V, that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed to such persons as therein provided.

(iii) Any and all disbursements of funds by the Trustee for any purpose whatsoever shall be made pursuant to and in accordance with a certificate of the Association signed by the President or Vice President and attested by the Secretary or Assistant Secretary directing the Trustee to make the disbursements.

If the damage or destruction is to the Common Area and Facilities and/or to the Limited Common Area and Facilities, and is to be repaired or reconstructed, said certificate shall also be signed by or on behalf of the mortgagee known by the Trustee to have the largest interest in or lien upon such Common Area and Facilities and/or Limited Common Area and Facilities. If

the damage or destruction is to one or more Units and is to be repaired or reconstructed, said certificate shall also be signed by the mortgagee or mortgagees, if any, known by the Trustee to have an interest in or lien upon such Unit or Units. The Trustee shall not incur liability to any Owner, Mortgagee or other person for any disbursements made by it pursuant to and in accordance with any such certificates or written authorizations.

Section 4. Damage and Destruction. (a) Immediately after all or any part of the property covered by insurance written in the name of the Board of Directors is damaged or destroyed by fire or other casualty, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property and shall notify any mortgagee having an interest in the damaged property of its action. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty with each Unit, the Common Area and Facilities and the Limited Common Area and Facilities having the same vertical and horizontal boundaries as before.

(b) Any such damage or destruction to a Condominium Unit which does not render such Unit untenable shall be repaired unless all the Owners unanimously agree in writing not to repair, reconstruct or rebuild the damaged or destroyed property in accordance with provisions of the Act. Any such damage which requires the reconstruction of the whole or more than two-thirds (2/3) of the "Property as defined herein, shall not be compulsory unless unanimously agreed upon by the co-owners. If not reconstructed, the insurance or damage proceeds shall be delivered in accordance with the provisions of sub-paragraph (c).

Any such damage or destruction which renders any Condominium Unit untenable or uninhabitable, or any such damage or destruction to the Common Area and Facilities and/or Limited Common Area shall be repaired and reconstructed unless by unanimous vote of the Association, evidenced by a written agreement, within 60 days after the casualty, it is agreed not to repair or reconstruct. If for any reason, the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction are not made available to the Association within said period of 60 days after the casualty, then such period shall be extended until information shall be made available to the Association; provided, however, that said extension of time shall not exceed 90 days. No mortgagee shall have any right to participate in the determination as to whether the damage or destruction shall be repaired or reconstructed.

(c) In the event that it is determined by the Association in the manner prescribed above that the damage or destruction shall not be repaired or reconstructed, then and in that event (i) the Unit Owner or Owners, and their respective mortgagees, if any, of the damaged or destroyed property shall be compensated for their damaged or destroyed property through insurance proceeds or otherwise, (ii) after satisfying item (i) above, the damaged or destroyed property shall be deemed to be owned by the Unit Owners of property not damaged or destroyed as tenants in common, (iii) the undivided interest of each Unit Owner of property not damaged or destroyed in the damaged or destroyed property shall be the percentage of Percentage Interest appurtenant to each Unit not damaged or destroyed ^{computed by multiplying a fraction;} plus a percentage which shall be the Percentage Interest of the Unit Owner in the property, and the denominator of which shall be a percentage equal to one hundred (100%) percent minus the Percentage Interest represented by the damaged or destroyed property) times the Percentage Interest held by all Unit ^{the numerator of which shall be}

Owners whose interests have been damaged or destroyed: (iv) any liens in favor of the Association affecting any of the damaged or destroyed Units shall be deemed to be transferred to the Unit Owners of the property not damaged or destroyed in an amount equal to the percentage set forth in (iii) above, and (v) the damaged or destroyed property shall be subject to an action for partition at the instance of any Unit Owner of property not damaged or destroyed, in which event the net proceeds of sale, together with the net proceeds of insurance on the damaged or destroyed property (remaining after application as provided in item (i) of this paragraph c), shall be considered as one fund which, after paying all expenses of the Trustee, shall be divided among all of the Unit Owners of property not damaged or destroyed in amounts equal to the percentages set forth in (iii) above. Disbursements to such Owners shall be made pursuant to certificates provided for in Section 3 of this Article V.

Section 5. Repair and Reconstruction.

(a) If the damage or destruction for which the insurance proceeds are paid to the Trustee is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall levy a special Assessment against the Owners of damaged or affected Units in sufficient amounts to provide funds to pay such excess costs of repair or reconstruction. Additional Assessments may be made at any time during or following the completion of any repair or reconstruction. That portion of such Assessments levied against each Unit Owner shall be equal to that percentage computed by dividing the Percentage Interest appurtenant to such Owner's Unit by the total of the Percentage Interests appurtenant to all Units affected.

(b) Any and all sums paid to the Association under and by virtue of those special Assessments provided for in paragraph

(a) of this Section shall be deposited by the Association with the Trustee. Such proceeds from insurance and Assessments, if any, received by the Trustee shall be disbursed as provided in Section 3 of this Article V.

ARTICLE VI

CONDEMNATION

Section 1. General. Whenever all or any part of the property shall be taken by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Trustee. Unless otherwise required by law at the time of such taking, any award made therefore shall be disbursed by the Trustee, as hereinafter provided in this Article VI.

Section 2. Common Area. If the taking is confined to the Common Area and Facilities on which improvements shall have been constructed and if at least seventy-five (75%) percent of the total vote of the Association shall decide within 60 days after such taking to replace said improvements, or any part thereof, on the remaining land included in the Common Area and Facilities and according to plans therefore to be approved by the Association, then the Board of Directors shall arrange for such replacement and the Trustee shall disburse the proceeds of such award in the same manner as they are required to disburse insurance proceeds where damage or destruction to the property is to be repaired or reconstructed as provided for in Article V hereof; subject, however, to the right hereby reserved to the Association which may be exercised by a majority of the total vote thereof to provide for the disbursement by the Trustee of the remaining proceeds held by it (after payment of all costs incident to such replacement) to the Owners or any one or more

of them in amounts disproportionate to the Percentage Interest appurtenant to their Unit established herein, which disproportionate amounts shall correspond with the disproportionate damages sustained by the Owners or any one or more of them and their respective mortgagees as their interests may appear as the Association may determine. If at least seventy-five (75%) percent of the total vote of the Association shall not decide within 60 days after such taking to replace such improvements or if the taking is confined to the Common Area and Facilities on which no improvements shall have been constructed, then the Association or the Trustee, as the case may be, shall disburse the proceeds of the award in the manner hereinabove provided for the disbursement of the remaining proceeds of an award after payment of all costs incident to replacement of the improvements taken, including the right reserved to the Association to provide for the disbursement by the Trustee of the remaining proceeds held by it to the Owners in disproportionate amounts and their respective mortgagees as their interests may appear.

Section 3. Units. If the taking includes one or more Units, any part or parts thereof or the Limited Common Area and Facilities, or parts thereof, to which a Unit has exclusive use then the award shall be disbursed and all related matters, including, without limitation, alteration of the Percentage Interest appurtenant to each Unit, shall be handled pursuant to and in accordance with the consent of all Owners expressed in a duly recorded amendment to this Deed. In the event that such an amendment shall not be recorded within 90 days after the taking, then such taking shall be deemed to be and shall be treated as damage or destruction which shall not be repaired or reconstructed as provided for in Section 4 of Article V herein, whereupon the Regime will be terminated in the manner

therein prescribed, provided, however, in the event the Regime is not terminated and such Unit or Units are replaced, the proceeds shall be paid to the Unit Owner or Owners and their respective mortgagee as their interests may appear.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Approval Required for Changes. To preserve the original architectural appearance of the Mariner's Walk Horizontal Property Regime, after the purchase of a Condominium Unit from Developer, its successors, or assigns, no exterior construction of any nature whatsoever, except as specified in the Condominium Documents, shall be commenced or maintained upon any building, including without limitation, the Limited Common Area and Facilities nor shall there be any change, modification or alteration of any nature whatsoever of the design and appearance of any of the exterior surfaces, or facades, nor shall any Owner paint, gate, fence or roof, nor shall any Owner change the design, or color of the exterior lights, nor shall any Owner install, erect or attach to any part of the exterior any addition or change until after the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of exterior design, color and location in relation to the surrounding structures by the Board of Directors of the Association or by an architectural committee composed of three or more representatives appointed by the Board. Additions such as louvered doors and astroturf must match existing louvered doors and astroturf both in color and design. Plans for glassing in any patio or porch must also be submitted to the Board for approval prior to the time any work commences. No screening additions can be made without prior approval by the Board. Failure of the Board, or its designated

committee, to approve or disapprove such plans and specifications within 30 days after their being submitted to it shall constitute approval.

ARTICLE VIII

EXTERIOR MAINTENANCE

Section 1. Responsibility of Association. Except as specifically provided to the contrary herein, the Association shall maintain, repair, or replace, at its expense, all parts of the Common Area and Facilities and Limited Common Area and Facilities whether located inside or outside of a Condominium Unit, the cost of which shall be charged to the Unit Owners as a Common Expense subject to the provisions of Section 2 of this Article VIII. The Association shall have the irrevocable right, to be exercised by the Board of Directors, or its agent, to have access to each Condominium Unit from time to time during reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Area and Facilities therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Area and Facilities, Limited Common Area and Facilities or to other Units.

Section 2. Responsibility of Owner. In the event that the Board of Directors should determine that the need for maintenance or repairs by the Association as provided for in Section 1 of this Article VIII is caused through the willful or negligent act of an Owner, his family, guests or invitees, the cost of which is not covered or paid for by insurance, then the cost, both direct or indirect, of such maintenance or repairs shall be added to and become a part of the Assessment to which such Owner and his Unit is subject. Each Owner shall maintain, repair or replace at his own expense all portions of his Unit which may become in need thereof, including the heating and air-conditioning system for such Unit, all bathroom and kitchen

fixtures and appliances, light fixtures, interior nonload-bearing walls, carpeting, drapes, windows, screens and other items within the Unit. Further, each Owner shall, at his own expense, maintain, repair, and replace, when necessary, that portion of the air-conditioning system servicing his Unit which is located adjacent to his Unit and each Owner shall, at his own expense, keep the Limited Common Area and Facilities to which his Unit has exclusive access and to which he has exclusive use clean and neat. If the Owner does not make those repairs to be made by him within thirty days from written demand from the Association, the same may be repaired by the Association and the cost thereof shall be assessed against the Unit owned by such Owner.

ARTICLE IX

UNIT RESTRICTION

Section 1. Residential Purposes. Buildings and all Units contemplated in the development shall be, and the same hereby are, restricted exclusively to residential use. No structures of a temporary character, trailer, basement, tent, shack, carport, garage, barn or other outbuilding shall be used as a residence on any portion of the property at any time.

Section 2. Construction and Sale Period. Anything contained herein to the contrary notwithstanding, it shall be permissible for Developer to maintain, during the period of construction and sale of said Units, upon such portion of the property as the Developer may deem necessary, such facilities as in the sole opinion of the Developer may be reasonably required, convenient or incidental to the construction and sale of said Units, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 3. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred, kept on any part

of the property, except that dogs, cats or other household pets may be kept by the respective Owners inside their respective Units provided that they are not kept, bred or maintained for any commercial purpose and do not endanger the health or, in the sole discretion of the Board of Directors, unreasonably disturb the Owner of any Unit or any resident thereof. All such pets shall be leashed when in the Common Area and/or Facilities or Limited Common Area and Facilities.

Section 4. Clothesline, Garbage Cans, Etc. No outside clothesline shall be permitted, and all garbage cans and similar items shall be kept screened so as to conceal them from view of neighboring units. No towels, bathing suits, etc., shall be hung from windows or balconies.

Section 5. Signs and Business Activities. No advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the property, nor shall the property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Unit or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of the property, provided, however the foregoing covenants shall not apply to the business activities during the sale period, nor to the project permanent sign.

Section 6. Exterior Antennas. No exterior television or radio antennas shall be placed on any improvements without prior written approval of the Board of Directors.

Section 7. Leasing of Units. Any Owner shall have the right to lease or rent his Unit. Provided, however the Association shall have the right to approve all leases and rental contracts if it elects to do so and such approval or rejection must be by majority vote of the Association. Should the Association elect to approve any leases and rental contracts, then in that event such leases and rental contracts shall be approved or disapproved within thirty (30) days after receipt of such. Should the

Association fail to approve or disapprove within thirty (30) days, then in that event, the leases and rental contracts shall be deemed to have been approved. The Association shall have the further right, for cause, to cancel any lease or rental contract.

Section 8. Mortgaging. Subject to applicable law no Owner may mortgage his Unit nor any interest therein to a private individual without the approval of the Association's Board of Directors, except to the former Owner of the Condominium Unit. Such approval by the Board of Directors shall not be unreasonably withheld.

Section 9. Void Transactions. Any mortgage or lease which is not authorized pursuant to the terms of this Deed shall be voidable at the option of any Owner or the Board of Directors until such time as same shall be approved by the Board of Directors.

Section 10. Covenants. Each Owner by accepting this deed hereby agrees to be bound by the following:

(1) "Covenants for Properties in the Isle of Palms Beach and Racquet Club", dated April 5, 1977, and duly recorded in the Register of Mesne Conveyance for Charleston County, South Carolina in Book B-112, Page 257.

(2) "Amendment to Restrictive Covenants", dated December 22, 1978, and duly recorded in the Register of Mesne Conveyance for Charleston County, South Carolina, in Book W-117, Page 227.

(3) "Declaration of Covenants and Restrictions of Isle of Palms Beach and Racquet Club Community Association", dated April 5, 1977, and duly recorded in the Register of Mesne Conveyance for Charleston County, South Carolina in Book B-112, Page 259.

- (4) Acquisition and construction loan or loans in favor of the South Carolina National Bank.
- (5) "Covenants Affecting Beach Residential Areas in Isle of Palms Beach and Racquet Club", dated April 5, 1977 and duly recorded in the Register of Mesne Conveyance for Charleston County, South Carolina in Book B-112, Page 258.

ARTICLE X

EASEMENTS

Section 1. Encroachments. If any portion of the Common Area and Facilities and/or Limited Common Area and Facilities encroaches upon any Unit or any Unit encroaches upon any other Unit or upon any portion of the Common Area and Facilities and/or Limited Common Area and Facilities as a result of settling or shifting of a building, an easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. If any building, any Unit, any adjoining part of the Common Area and Facilities and/or Limited Common Area and Facilities shall be partially or totally destroyed as a result of fire or other casualty or result of eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Area and Facilities and/or Limited Common Area and Facilities upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Area and Facilities and/or Limited Common Area and Facilities, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the subject building shall stand.

Section 2. Utilities, etc. There is hereby granted a blanket easement upon, across, over and under all the property for ingress, egress, installation, replacing, repairing and

maintaining a master television antenna system and all utilities, including, but not limited to water, gas, sewers, telephones and electricity. Such easements grant to appropriate utility companies the right to erect and maintain the necessary poles and other necessary equipment on the property and to affix and maintain utility wires, circuits and conducts on, above, across and under the roofs and exterior walls of the Units.

Section 3. Other. There is hereby granted to the Association, its directors, officers, agents and employees, to the managing company, and to all policemen, firemen, ambulance personnel and all similar emergency personnel, an easement to enter upon the property or any part thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights under this Section 3 of Article X shall be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to the Owner or Owners affected thereby.

ARTICLE XI

GENERAL PROVISIONS

Section 1. ADHERENCE TO PROVISIONS OF DEED, BY-LAWS and RULES AND REGULATIONS. Every Owner who rents his villa must post inside his Unit a list of the rules and regulations of the Association. Any rental agency handling his rentals must further agree to abide by the published rules and regulations and shall be responsible for informing and correcting any breaches of the policies by persons renting through his agency. Should a particular agency or person continue to not take corrective action against the renters he has contracted with or refuse to cooperate with the Association in the enforcement of its rules and regulations along with provisions of the Master Deed and By-Laws, the Association can require the Condominium Owner to cease using the services of that particular rental agency. Refusal to do so can result in fines against the Condominium Owner in an amount to be determined by the Board of Directors.

Section 2. Amendment. Amendments to this Deed, except as herein expressly provided to the contrary, shall be proposed by the Board of Directors or by any member of the Association in accordance with the following procedure:

(a) Notice. Notice of the subject matter of the proposed amendment or amendments shall be included in the notice of the meeting of the Homeowners Association at which such proposed amendment or amendments are to be considered.

(b) Adoption. With the consent of any affected mortgagee this Deed may be amended at any time and from time to time after notice as hereinabove provided has been given, by a vote of not less than ninety (90%) percent of the total vote of the Association; provided, however, that a change in the Unit Participation and Ownership Percentage, other than the change outlined in Exhibit "C", shall require the written consent of one hundred (100%) percent of the Owners and their mortgagees. Should the Association vote to amend the By-Laws in any respect, such amendment must be set forth in an amendment to this Deed and shall be valid only when approved by a vote of not less than ninety (90%) percent of the total vote of the Association and any affected mortgagees.

(c) Recording. A copy of each amendment provided for in this section 2 shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective when recorded.

Section 3. Termination. The Regime may be terminated and the property removed from the provisions of the Act in the following manner:

(a) Agreement. All of the Unit Owners may remove the property from provisions of the Act by an instrument to that effect, duly recorded, provided that the holders of all liens affecting any of the units consent thereto or agree, in either case by instruments duly recorded, that their liens, be transferred so as to affect and be a lien upon only the Condominium Unit and upon the Percentage Interest appurtenant to the Unit subject to such lien.

(b) Destruction. In the event it is determined in the manner provided in Section 4 of Article V hereof, that the damaged property shall not be repaired or reconstructed after casualty, the Regime will be terminated and the Condominium Documents revoked. The determination not to repair or reconstruct after casualty shall be evidenced by a certificate of the Association certifying as to facts effecting the termination, which certificate shall become effective upon being recorded.

Section 4. Covenants Running with the Land. All provisions of this Deed shall be construed to be covenants running with the land, and with every part thereof and interest therein including, but not limited to every Unit and the appurtenances thereto; and each and every provision of the Deed shall bind and inure to the benefit of all Unit Owners and claimants of the land or any part thereof or interest therein, and their heirs, executors, administrators, successors and assigns.

Section 5. Duration. So long as South Carolina law limits the period during which covenants restricting lands to certain uses may run, it shall be the duty of the Board of Directors to cause the covenants contained herein, as amended from time to time, to be extended when necessary by filing a document bearing the signatures of a majority of the then Owners reaffirming and newly adopting the Deed and covenants then existing in order that same may continue to be covenants running with the land. Such adoption by a majority shall be binding on all, and each owner of any Unit, by acceptance of a deed to a Unit, is deemed to agree that this Deed and covenants may be extended as provided in this Section 5.

Section 6. By-Laws. A true copy of the By-Laws of the Association, which together with this Deed shall govern the administration of the Condominium is attached hereto as Exhibit "D" and, by reference, made a part hereof.

Section 7. Enforcement. Each Owner shall comply strictly with the By-Laws and with the administrative rules and

regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Deed or in the deed to his Unit. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both maintainable by the Board of Directors on behalf of the Association or by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 8. Severability. invalidation of any covenant, condition, restriction or other provision of this Deed or the By-Laws shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

Section 9. Perpetuities and Restraints on Alienation. If any of the covenants, conditions, restrictions or other provisions of this Deed shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Ronald Reagan, President of the United States, or James Carter, former President of the United States.

Section 10. Gender and Grammar. The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 11. Agent for Service of Process. In accordance with the provisions of the Act, Robert M. Hancock of Richland County, South Carolina, is hereby designated to receive service of process. The address of the said Robert M. Hancock is Box J-1985, Jefferson Square, Columbia, South Carolina. In the event of said agent's death, resignation or removal, his

successor shall be appointed by the Board of Directors of the Association by an instrument duly recorded in the Office of the Secretary of State of South Carolina.

ARTICLE XI

ASSIGNED VALUE AND UNIT VOTE

Section 1. Unit and Property Values. The Master Plan contained in Exhibit "C" attached hereto shows the value of each Unit as of the date this Deed is recorded and the percentage of undivided interest in the Common Area and Facilities and Limited Common Area and Facilities appurtenant to such Unit for all purposes. The value of the Property is equal to the total value of all Units together with the Value of the Percentage Interest in the Common Area and Facilities and Limited Common Area and Facilities.

Section 2. Unit Votes. Each Unit shall be entitled to a vote in the Association and for all other purposes herein equivalent to the Percentage Interest appurtenant to such Unit and such vote shall be exercisable by the Owner or Owners of such Unit through the member assigned to represent such Unit pursuant to Section 3 of Article 1 of the By-Laws.

ARTICLE XIII

CONVEYANCE BY DEVELOPER

All delivery of deeds of Conveyances of Developer, all tender of consideration by Owner, all execution of mortgages, all other documents necessary for the purchase and financing and acceptance of title to the Condominium Units shall take place at the Office of the Developer at Suite 5D, Jefferson Square, Columbia, South Carolina or at such other location as Mariner's Walk Corporation might designate.

IN WITNESS WHEREOF, Developer has executed this Deed
this 24th day of April, A.D. 1981.

WITNESS:

MARINER'S WALK CORPORATION

Barbara H. Thompson
Barbara H. Thompson

By: Robert M. Hancock
Robert M. Hancock, President

Barbara H. Thompson
Barbara H. Thompson

By: Gail E. Jordan
Gail E. Jordan, Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF)

PERSONALLY appeared before me Barbara H. Thompson
who being duly sworn, says that s/he saw the within-named
MARINER'S WALK CORPORATION by Robert M. Hancock and Gail E.
Jordan, its President and Secretary sign, seal and as its Act and
Deed, deliver the within-written Master Deed and that s/he with
Gail E. Jordan witnessed the execution thereof.

Barbara H. Thompson

SWORN to before me this

24th day of April, A.D. 1981.

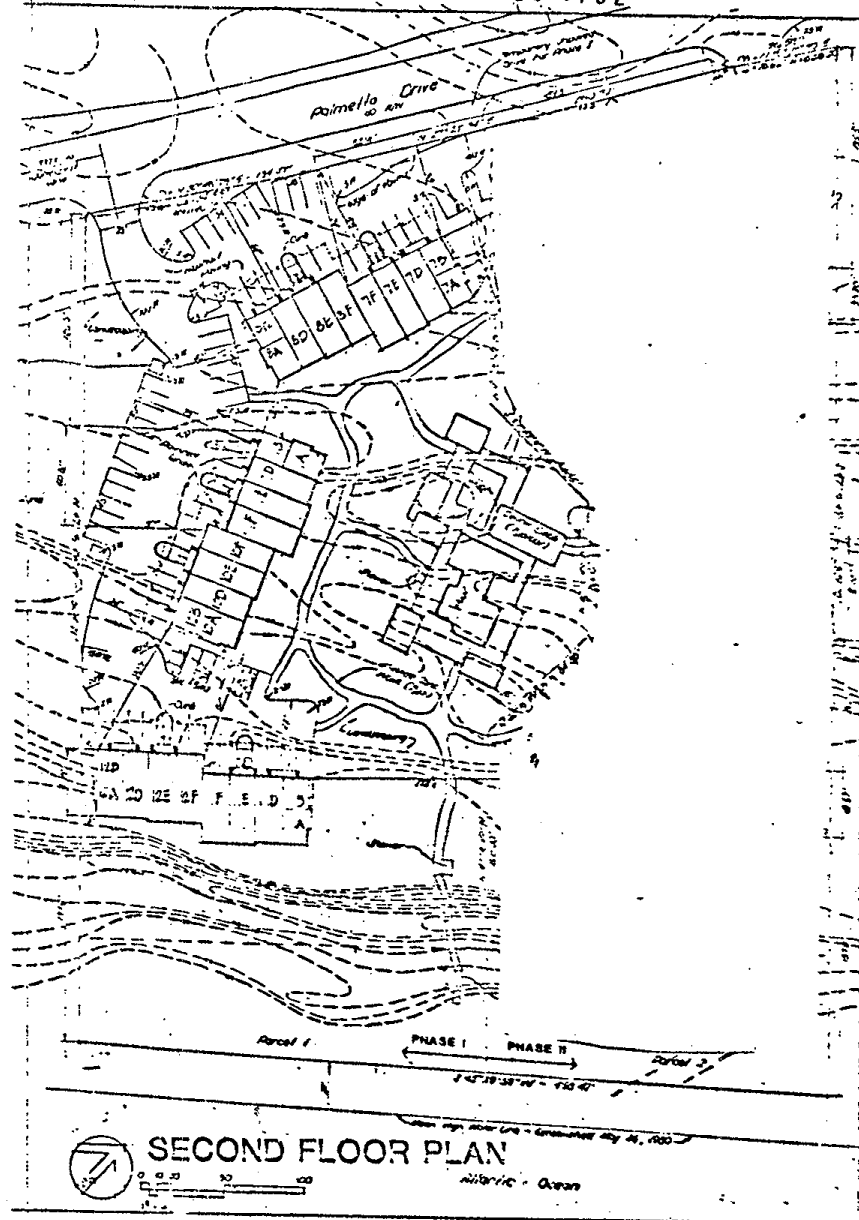
Gail E. Jordan
Notary Public for South Carolina

My Commission Expires: 12/5/81

F

EXHIBIT "B".

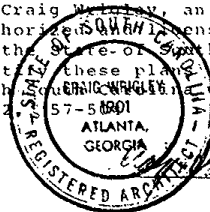
The Limited Common Area and Facilities within the Mariner's Walk Horizontal Property Regime are Entrances, Corridors, Decks, Porches and Walkways as shown on the Site Plans and Unit Plans recorded as a part of this Master Deed.

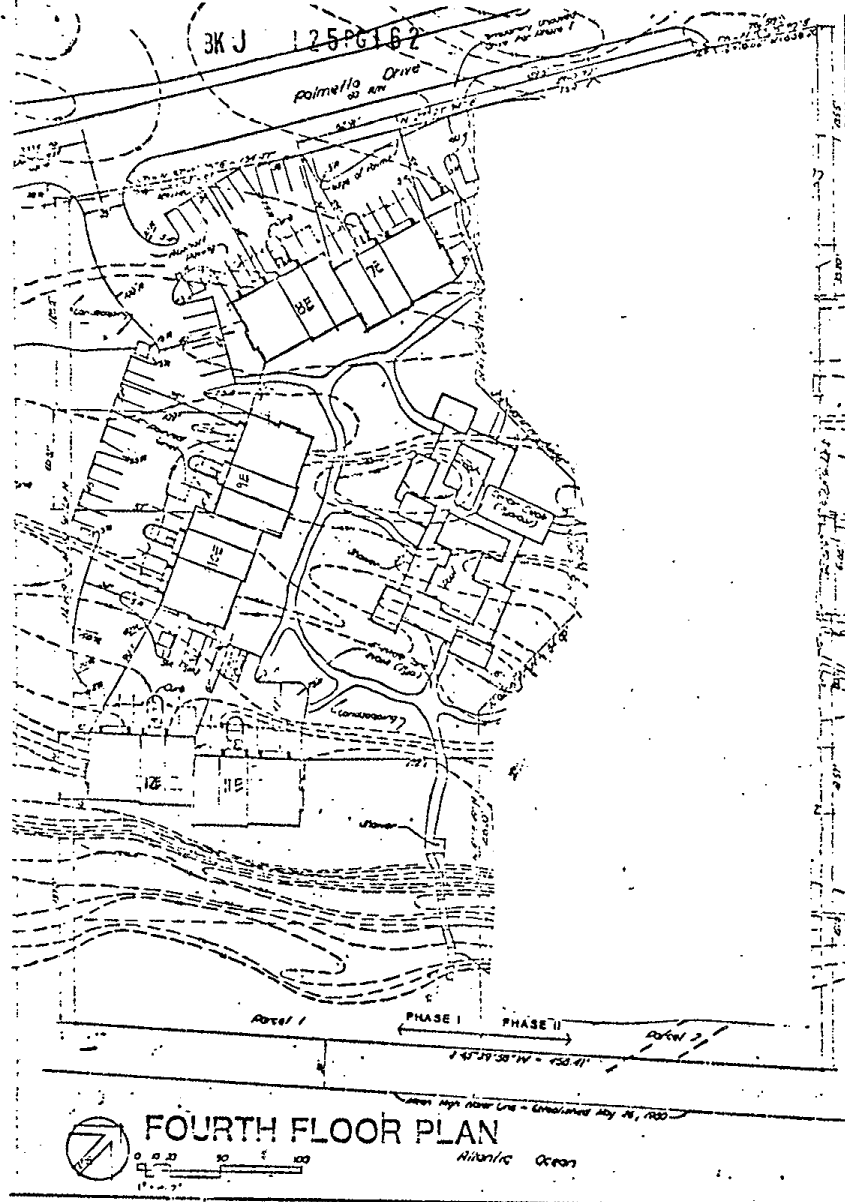
**SECOND FLOOR**

MARINER'S WALK
ISLE OF PALMS, SOUTH CAROLINA

Craig Wrigley, Architect, SC Reg. No. 1901
Perimeter Tower North
Suite 130, 270 Carpenter Drive, NE
Atlanta, Georgia 30328

I, Craig Wrigley, an Architect
authorized to practice
in the State of South Carolina
certify these plans in accordance
with the South Carolina Code of Laws
1962, 57-5-601

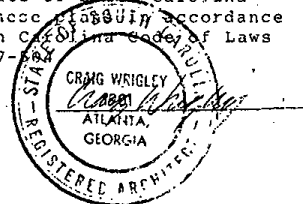




FOURTH FLOOR
MARINER'S WALK
ISLE OF PALMS, SOUTH CAROLINA

Craig Wrigley, Architect, SC Reg. No. 1901
 Perimeter Tower North
 Suite 130, 270 Carpenter Drive, NE
 Atlanta, Georgia 30328

I, Craig Wrigley, an Architect
 authorized and licensed to practice
 in the State of South Carolina
 certify these plans in accordance
 with South Carolina Code of Laws
 1962, § 57-604



5. COMMON AREA AND FACILITIES

The Common Area and Facilities consist of the entire Horizontal Property Regime and every part thereof, other than the Units and the Limited Common Area and Facilities.

6. PERCENTAGES OF INTEREST

The percentage of undivided interest appurtenant to each Unit in the Common Area and Facilities and Limited Common Area and Facilities has been determined by the ratio of the fair market value of the subject Unit as of the date of this Deed. As the same bears to the aggregate fair market value of the property as a whole on said date, the undivided interest appurtenant to each Unit is as set out below.

<u>UNIT</u>	<u>VALUE</u>	<u>PROPORTIONATE INTEREST</u>
7A	\$140,000	.0224
7B	\$110,000	.0176
7C	\$135,000	.0216
7D	\$170,000	.0272
7E	\$190,000	.0304
7F	\$175,000	.0280
8A	\$140,000	.0224
8B	\$110,000	.0176
8C	\$135,000	.0216
8D	\$170,000	.0272
8E	\$190,000	.0304
8F	\$175,000	.0280
9A	\$160,000	.0256
9B	\$130,000	.0208
9C	\$155,000	.0248
9D	\$190,000	.0304
9E	\$210,000	.0337
9F	\$195,000	.0313
10A	\$160,000	.0256
10B	\$130,000	.0208
10C	\$155,000	.0248
10D	\$190,000	.0304
10E	\$210,000	.0337
10F	\$195,000	.0313
11A	\$180,000	.0288
11B	\$150,000	.0240
11C	\$175,000	.0280
11D	\$210,000	.0337
11E	\$230,000	.0369
11F	\$215,000	.0345
12A	\$180,000	.0288
12B	\$150,000	.0240
12C	\$175,000	.0280
12D	\$210,000	.0337
12E	\$230,000	.0369
12F	\$215,000	.0345

(continued
next page)

*Subject to right of reversion to Developer of not more than one-half of said proportionate interest upon completion of Second Phase in the event Developer shall within three years from date hereof annex property with improvements thereon as described in Exhibit "A-1" and as hereinafter set forth.

FILED, INDEXED & RECORDED

JT25-162
1991 MAY -8 PM 4:50

13.00

ROBERT L. KANE
REGISTER MESNE CONVEYANCE
CHARLESTON COUNTY, S.C.

Monteith, Monteith, Dottleb
P.O. Box 154
Columbia, S.C. 29202

STATE OF SOUTH CAROLINA)
COUNTY OF)

CONSENT TO MASTER DEED

THE SOUTH CAROLINA NATIONAL BANK, as Mortgagee, hereby
consents to the foregoing Master Deed with attachments.

THE SOUTH CAROLINA NATIONAL BANK

By: JCM Carter, Jr.Its Vice President

WITNESS:

Sideline E. Oday
Ellen M. Smith

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

PERSONALLY appeared before me, Sideline E. Oday
who being duly sworn, deposes and says that s/he saw the within-
named, THE SOUTH CAROLINA NATIONAL BANK, by Jac M. Carter, Jr.
its Vice President sign, seal and as its
Act and Deed, deliver the within-written Consent to Master Deed
and that s/he with Ellen M. Smith witnessed the execu-
tion thereof.

Sideline E. Oday

SWORN to before me this

24th day of April, 1981.

Ellen M. Smith
Notary Public for South Carolina

My Commission Expires: Nov. 27, 1989.

EXHIBIT "D"
BY-LAWS
OF
MARINER'S WALK OWNERS ASSOCIATION

ARTICLE I
NAME, LOCATION and MEMBERSHIP

Section 1. Name. The name of the association is Mariner's Walk Owners Association (the "Association").

Section 2. Location. The principal office of the Association shall be located at the Beach and Racquet Club, Isle of Palms, Charleston County, South Carolina, or at such other place as is designated by the Association. Meetings of the Board of Directors may be held at such places designated by the Board of Directors in accordance with the provisions of these By-Laws.

Section 3. Membership. Each and every record owner of a fee or undivided fee interest in any Mariner's Walk Unit located at the Isle of Palms shall be a member of the Association, excluding persons who hold such interest under a deed to secure debt, mortgage or deed of trust. Membership in the Association shall be confined to such Owners and shall be appurtenant to and inseparable from Unit ownership. Such Owner or Owners of each Condominium Unit shall designate in writing delivered to the Secretary one member of the Association from among such Owner or Owners of such Unit, or a member of the immediate family of such Owner or Owners, and such member shall represent the Owner or Owners of such Unit in connection with the activities of the Association and exercise the voting rights thereof. Such designation shall be valid until revoked in writing delivered to the Secretary or until such

Owner sells his Condominium Unit whichever event shall first occur. No Unit Owner shall be required to pay any consideration whatsoever for his membership.

Section 4. Suspension of Membership and Voting Rights. During any period in which an Owner or Owners of a Condominium Unit shall be in default of the payment of any annual or special Assessment levied by the Association, the voting rights of the member designated by such Owner or Owners and the rights of such Owner or Owners, the members of their family or families and the tenants who reside in such Owner's or Owners' Condominium Unit to use and enjoy the Common Area and Facilities and Limited Common Area and Facilities may also be suspended by the Board of Directors until such time as the Assessment has been paid. Such rights may also be suspended by the Board of Directors for the violation of the published rules and regulations with respect to the use of the Common Area and Facilities and the Limited Common Area and Facilities as published from time to time by the Board of Directors. Such rules shall be kept in the Office of the Association as a matter of record, and copies thereof shall be furnished to any Unit Owner on request.

Section 5. Applicability. These By-Laws are established pursuant to the Horizontal Property Act of South Carolina, South Carolina Code of Laws 1976, Sec. 27-31-10 through Sec. 27-31-300; are applicable to the Mariner's Walk Condominium Units, Common Area and Facilities, Limited Common Area and Facilities, and Association; and are binding on all Condominium Owners, their families, tenants and guests, and any other person residing in or occupying a Condominium Unit. Each and every person who accepts a deed to, a lease of or who

occupies any Condominium Unit thereby consents to be bound by the provisions of these By-Laws.

ARTICLE II

DEFINITIONS

Section 1. Definitions. The terms used in these By-Laws, unless the context requires otherwise or unless otherwise specified herein, shall have the same meaning as in the recorded Master Deed for Mariner's Walk Condominium to which these By-Laws are annexed.

ARTICLE III

PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1. Delegation of Property Rights. Each member of the Association shall be entitled to the use and enjoyment of the Common Area and Facilities and Limited Common Area and Facilities as provided in the Deed. Any member may assign his rights of enjoyment and use of the Common Area and Facilities and the Limited Common Area and Facilities to the members of his immediate family, to his guests, or to his tenants who reside in his Condominium Unit. Such member shall notify the Secretary of the Association in writing of the name or names of any such assignees. The rights and privileges of such assignees are subject to suspension to the same extent of those of the member.

ARTICLE IV

MEETINGS OF MEMBERS

Section 1. Place of Meeting. Meetings of the Association shall be held at Mariner's Walk in Charleston County, South Carolina, at such suitable place convenient to the members as may be designated by Developer with regard to the first annual meeting and by the Board of Directors with regard

to all subsequent meetings.

Section 2. Annual Meeting. The first annual meeting of members shall be called by Developer and shall be held in September 1981 at Isle of Palms, South Carolina. Thereafter regular annual meetings shall be held on the third Saturday in September of each calendar year at the premises unless otherwise provided by the members at any previous meeting. If the date of the annual meeting shall fall on a legal holiday, the meeting shall be held at the same hour on the next following business day.

Section 3. Special Meetings. Special meetings of the Association may be called at any time by the President, by resolution of the Board of Directors, or upon the receipt of the Secretary of a petition signed by members holding greater than thirty (30%) percent of the total vote of the Association. The call of a special meeting shall be by notice stating the date, time, place, purpose and order of business of such special meeting. Only the business stated in the notice may be transacted at a special meeting.

Section 4. Notice of Meetings. The Secretary shall mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member at the last address of such member furnished to the secretary at least ten but not more than twenty days prior to such meeting. Mailing notices as herein provided shall be deemed delivery thereof. Any member may waive notice of the meeting in writing either before or after the meeting. Attendance of a member at a meeting, either in person or by proxy, except for the purpose of stating, at the beginning of the meeting, any objection to the transaction of business,

shall constitute waiver of notice and any objection of any nature whatsoever as to the transaction of any business at such meeting. Notice given to one tenant in common, joint tenant or tenant by the entirety shall be deemed notice to all such Owners.

Section 5. Order of Business. The order of business at each annual meeting shall be as follows:

- a. Roll call
- b. Proof of notice or waiver of notice
- c. Reading of minutes of preceding meeting
- d. Reports of officers
- e. Reports of committees, if any
- f. Election of directors
- g. Unfinished business
- h. New business

Section 6. Quorum. At all meetings, regular or special, a quorum shall consist of the presence in person or by proxy, of members holding not less than fifty-one (51%) percent of the total vote of the Association. If a quorum shall not be present at any meeting, a majority vote of that percentage present, in person or by proxy, may adjourn the meeting from time to time until a quorum can be obtained. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 7. Voting Rights. The Association shall have one class of voting membership which shall consist of all Owners of Condominium Units in Mariner's Walk Horizontal Property Regime. The total number of votes of all members of the Association shall be One Hundred (100) and the person designated by the Owner or Owners of each Condominium Unit shall be entitled to cast the number of votes equal to the Percentage Interest appurtenant to the Unit owned by such Owner or Owners. Said percentage is set forth in the Master Deed and shall not be divisible nor may the vote thereof be cast in part. In addition

to those voting rights granted herein, and any provisions herein or in the By-Laws to the contrary notwithstanding, Mariner's Walk Corporation shall have the following rights and powers: (i) Until such time as Mariner's Walk Corporation has sold, conveyed or otherwise disposed of thirty (30) units located in the Mariner's Walk Horizontal Property Regime, Mariner's Walk Corporation shall retain the right to exercise all voting rights of the members of the Association, to exercise and perform all of the Association's duties and functions, and to appoint interim officers or directors. (ii) Until such time as Mariner's Walk Corporation has sold, conveyed or otherwise disposed of all Condominium Units located at Mariner's Walk Horizontal Property Regime, the Master Deed and/or the By-Laws shall not be changed, altered, amended or revoked with regard to the imposition of Assessments, the repair or reconstruction of any Condominium Units, the method and procedure of adopting rules and regulations pertaining to the conduct of members and the use of the Common Area and Facilities and the Limited Common Area and Facilities without the express written approval of Mariner's Walk Corporation being first obtained.

Section 8. Proxy. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the designated time of each meeting. Any owner may by his written proxy designate an agent to cast his vote. Otherwise, the proxy shall be deemed to cover the authority to execute consents and waivers and to exercise the right to examine the books and records of the Association. A proxy may be revocable or irrevocable, but it shall be deemed revocable at will unless otherwise stated. No proxy can be honored until delivered to the Secretary of the Association. If at least thirty (30) days prior to a duly called meeting, an owner is informed by first class mail of (i) the time and place of the meeting, (ii) the agenda for the meeting, (iii) and such data as is then available relative to issues on which there will be a vote, and a proxy form is included in such mailing, but the

owner neither attends the meeting nor returns his or her executed proxy, then such owner shall be deemed to have given his or her proxy to vote to and for the majority present and voting and further shall be deemed present when determining a quorum.

Section 9. Majority Vote. Acts authorized, approved or ratified by the casting of a majority of the votes represented at a meeting at which a quorum is present, in person or by proxy, shall be the acts of the Association, except where a higher percentage vote is required by these By-Laws or by Law, and shall be binding for all purposes.

Section 10. Actions Without Meeting. Any action which may be taken at a meeting of the membership may be taken without a meeting if a consent or ratification, in writing, setting forth the action so taken shall be signed by persons who would be entitled to cast sixty (60%) percent of the votes of membership of the Association at a meeting and such consent is filed with the Secretary of the Association and is inserted in the Minutes Book thereof.

ARTICLE V

BOARD OF DIRECTORS, NUMBER POWERS, AND MEETINGS

Section 1. Number. The business and affairs of the Association shall be governed by a Board of Directors (herein sometimes referred to as the "Board"), all of whom, after Mariner's Walk Corporation has sold thirty (30) units of the Mariner's Walk Horizontal Property Regime, shall be titled Owners of the Condominium Units in the Mariner's Walk Property Regime at all times during their terms as directors. The initial Board consisting of three (3) individuals shall be elected at the first association meeting. If and when the second phase is annexed, the Board shall be increased to a total of five (5) members at the next annual meeting occurring after Mariner's Walk Corporation has sold ninety (90%) percent of the units in the second phase. Each director shall be at least twenty-one (21) years of age and any qualified director may be re-elected. Each director shall hold office until his death, resignation, retirement, removal, disqualification or his successor is elected and qualified.

Section 2. Powers and Duties. The Board of Directors shall direct the affairs of the Association and, subject to any restrictions imposed by law, by the Deed, or these By-Laws, may exercise all of the powers of the Association. The Board of Directors shall exercise such duties and responsibilities as shall be incumbent upon it by law, the Deed, or these By-Laws as it may deem necessary or appropriate in the exercise of its powers, including, without limitation, assistance and input to the management company in charge of the building and grounds; the establishment and amendment from time to time of reasonable regulations governing the use of the Common Area and Facilities and Limited Common Area and Facilities; and the proposing of budgets and reserves for the Association. Additionally, the Board of Directors may require that all employees of the Association handling and responsible for Association funds furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association.

Section 3. Management. Management of the building and grounds shall be conducted by a licensed property management company. At all times the management company must meet the requirements imposed upon property managers by the South Carolina Real Estate Commission. Compensation paid to the management company will be based upon competitive rates as charged by the other area management companies. Duties of the management company shall include, but not be limited to the care, upkeep, and surveillance of the property and its general or limited common elements and services. Its duties shall further include the designation and dismissal of personnel necessary for managing the Association and its Property.

Section 4. Election and Term of Office. Directors shall be elected at the annual meeting. One director shall serve a term of two (2) years and the other directors shall serve terms of one year each.

Section 5. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a

director by a vote of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person elected shall be a director until a successor is elected at the next annual meeting of the Association. Vacancies caused by the removal shall be filled by vote of the Association at the same meeting at which a director or directors were removed.

Section 6. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by a vote of eighty (80%) percent of the total Percentage Interests authorized to vote thereon, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by an Owner or Owners shall be given an opportunity to be heard at such meeting. Sale of his Condominium Unit by a director shall automatically terminate his directorship, provided that this section shall not apply to any director appointed by the Developer.

Section 7. Regular Meetings. The first regular meeting of the Board of Directors shall be held immediately following the first annual meeting of the members of the Association and regular meetings thereafter shall be held on such dates and at such time and place, but not less frequently than semiannually, as may be fixed from time to time by resolution of the Board. Notice of regular meetings of the Board shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day of such meeting; provided, however, notice of the first regular meeting shall not be required to be given to the directors provided that a majority of the entire Board is present at such meeting.

Should any such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President of the Association on three (3) days notice to each director, given personally or by mail, telephone, or telegraph, which notice shall state the date, time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary of the Association in like manner and on like notice upon the written request of at least two directors.

Section 9. Waiver of Notice. Before or at any meeting of the Board of Directors any director may in writing, waive notice of such meetings and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the date, time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum. At all meetings of the Board of Directors, a majority of the qualified directors shall constitute a quorum for the transaction of business, and the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 11. Compensation. No directors shall receive

compensation for any service he may render to the Association nor shall the Association make any loan, directly or indirectly to a director; provided, however, a director may be reimbursed for the expenses incurred by him in the performance of his duties. No travel expenses shall be reimbursed to any director.

Section 12. Action by Board without a Meeting. The Board of Directors shall have the right to take any action which it could take at a meeting by obtaining the written approval of all directors thereto. Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 13. Liability of Directors. To the extent permitted by the laws of the State of South Carolina made and provided, no director shall be liable to any Owner for injury or damage caused by such director in the performance of his duties unless due to the willful misfeasance or malfeasance of such director. Furthermore, each director shall be indemnified by the Association against all liabilities and expense, including attorney's fees, reasonably incurred and imposed upon him in connection with any proceeding to which he may be party or in which he becomes involved by reason of his being or having been a director of the Association, whether or not he is a Director of the Association at the times such expenses and liabilities are incurred, except in such cases where the director is adjudged guilty of willful misfeasance or malfeasance in performance of his duties; provided, however, that in the event of settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. Such indemnity shall be subject to the approval by the members of the Association only when such approval is required by the laws of the State of South Carolina made and provided.

ARTICLE VI

OFFICERS

Section 1. Number and Election. There shall be elected annually by and from the Board of Directors a President (who shall also be Chairman of the Board), a Secretary and a Treasurer. The office of Secretary and Treasurer may be filled by the same person. The directors may also elect from time to time such other officers as in their judgment may be needed, which officers need not be directors.

Section 2. Removal and Vacancies. Except as herein provided to the contrary, the officers shall be elected annually and hold office at the pleasure of the Board. A vacancy in any office may be filled by the Board at its next meeting. The Officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 3. Duties. The duties of the officers shall be as follows:

(a) President. The President shall be the chief executive officer and shall preside at all meetings of the Board of Directors and the Association, shall see that orders and resolutions of the Board are carried out, shall appoint committees consisting of members of the Association as in his opinion are necessary, shall co-sign with the Treasurer all promissory notes and similar documents, if any, and shall perform such other duties as may be delegated to him by the Board. He shall have all general powers and duties which are incident to the office of President of a corporation organized under the laws of the State of South Carolina made and provided and control and management of the Association in accordance with such laws and these By-Laws.

(b) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Association; keep appropriate current records, showing the members of the Association together with their addresses and designating those members entitled to vote; keep custody of and attest the seal of the Association; and perform such other duties as may be required of him by the Board or incident to the office of Secretary of a corporation organized under the laws of the State of South Carolina made and provided.

(c) Treasurer. The Treasurer shall be responsible for the funds of the Association unless the managing company collects and disburses funds. The Treasurer shall co-sign with the President all promissory notes and similar documents, shall maintain full and accurate fiscal accounts and records, and shall perform such other duties as may be designated by the Board of Directors or incident to the office of Treasurer under the laws of the State of South Carolina made and provided.

Section 4. Compensation. No directors or officer shall receive compensation for any service he may render to the Association nor shall the Association make any loan, directly or indirectly to a director or officer; provided however, a director or officer may be reimbursed for reasonable expense incurred by him in the performance of his duties. No travel expenses shall be reimbursed to any director or officer. This section does not preclude compensation to any management company.

Section 5. Liability of Officers. To the extent permitted by the laws of the State of South Carolina made and provided, no officer shall be liable to any Owner for injury or damage caused by such officer in the performance of his duties unless due to the willful misfeasance or malfeasance of such

officer. Furthermore, each officer shall be indemnified by the Association against all liabilities and expenses, including attorney's fees, reasonably incurred and imposed upon him in connection with any proceedings to which he may be a party or in which he becomes involved by reason of his being or having been an officer of the Association at the times such expenses and liabilities are incurred, except in such cases where the officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of a settlement the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. Such indemnity shall be subject to approval by the members of the Association only when such approval is required by the laws of the State of South Carolina made and provided.

ARTICLE VII

OBLIGATIONS OF THE OWNERS

Section 1. Agreements. All Owners are obligated to pay monthly assessments imposed by the Association as provided in the Deed to meet Common Expenses, which may include the expense of liability insurance coverage and/or hazard insurance coverage for repair and reconstruction. An Owner is required to reimburse the Association for any expense incurred by it in repairing or replacing Common Elements and/or Limited Common Area and Facilities damaged by such Owner.

Section 2. Maintenance and Repair.

(a) All maintenance of and repair to any Condominium Unit whether structural or non-structural, ordinary or extraordinary, other than maintenance of and repair to any Common

Elements contained therein or any Limited Common Area and Facility adjacent and appurtenant thereto, and not necessitated by the misuse or neglect of the Owner or Owners of another Condominium Unit, shall be made by the Owner or Owners thereof, and such Owner or Owners shall keep the same in good condition and repair. Each Owner shall be responsible for any and all damage to any and all other Condominium Units, to the Common Elements and Limited Common Area and Facilities caused by his failure to do so. Each Owner shall have the responsibility of maintaining his porch or balcony and keeping in good repair all outside villa lights controlled from within his individual villa. Any screens attached to the villa shall likewise be the maintenance responsibility of the individual Owner. If said repairs are not made within a reasonable time after notification to the Owner from the Association or its agent, the Association shall complete the repairs and bill the Owner.

(b) All maintenance, repairs, and replacements to the Common Elements and Limited Common Area and Facilities, whether located inside or outside of the Condominium Units, unless necessitated by the negligence, misuse, or neglect of the Owner or Owners of a Condominium Unit, in which case the cost shall be borne by the Owner or Owners of such Condominium Unit, shall be made by the Association or at its direction and shall be charged to the members thereof as a Common Expense.

Section 3. Right of Entry. Each and every Owner by accepting a deed to a Condominium Unit thereby grants to the managing agent or such other person designated by the Board of Directors, in the event that fire or some similar emergency is, in the opinion of such agent or designated person, threatening his Condominium Unit, the right to enter the same regardless of

whether such Owner is present at such time. For such purpose, each and every Owner shall provide the Association with a key to his Condominium Unit. This key may in turn be given to the managing agent.

Section 4. Conduct. All owners, their families, guests visitors and tenants, and each and every occupant of a Condominium Unit shall at all times observe the published rules of conduct which may be established from time to time by the Association or its Board of Directors.

Section 5. Notices. An Owner who mortgages his dwelling or executes and delivers a deed to secure debt, deed of trust or other security instrument which may become a lien on his Condominium Unit shall, if requested, notify the President or the Board of Directors of the name and address of his mortgagee, or the holder of such deed to secure debt, deed of trust or security instrument. Further, the owner authorizes the Association to furnish information to the mortgagees regarding unpaid assessments taxes, or other reasonable information concerning such Unit.

ARTICLE VIII

COMPLIANCE

These By-Laws are set forth to comply with the Horizontal Property Act of South Carolina of the South Carolina Code of Laws 1976, Section 27-31-10 through Section 27-31-307. In the event any of these By-Laws conflict with the provisions of said Act, the provisions of said Act will control.

ARTICLE IX

BOOKS AND RECORDS

Section 1. Inspection. The books, records and papers of the Association shall at all times during reasonable business

hours be subject to inspection by any member at the principal office of the Association. The Deed and By-Laws of the Association shall be available for inspection by any member at the principal office of the Association where copies may be purchased for a reasonable price.

ARTICLE X

ASSOCIATION SEAL

Section 1. Description. The Association shall have a seal in circular form having within its circumference the words: "Mariner's Walk Owners Association".

ARTICLE XI

AMENDMENTS

Section 1. By-Laws. These By-Laws may be amended by a vote of not less than ninety (90%) percent of the total vote of the Association at a duly constituted meeting for such purposes, in strict accordance with the recorded Deed to which they are attached, and Laws of the State of South Carolina made and provided. Said amendments shall be set forth in an amended Deed and duly recorded. Each and every Owner of a Condominium Unit by accepting a deed therefore thereby agrees to be bound by and benefit from any such amendment hereto.

Section 2. Deed. The Master Deed for Mariner's Walk Horizontal Property Regime shall be amended only upon the written consent of ninety (90%) percent of the total Percentage Interest authorized to vote thereon. This section shall not apply to a change in the unit participation and ownership percentage, and such a change, other than the change outlined in Exhibit "C", shall require the written consent of one hundred (100%) percent of the owners of the Association.

Section 3. Conflicts. In the event of any conflict between the provisions of the Deed and the provisions of these By-Laws, the provisions of the Deed shall control.

C E R T I F I C A T I O N

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the
MARINER'S WALK OWNERS ASSOCIATION, an unincorporated association,
and

THAT the foregoing By-Laws constitute the original
By-Laws of said Association, as duly adopted at a meeting of
the Board of Directors thereof, held on the 13 day of
April, 198 1.

IN WITNESS WHEREOF, I have hereunto subscribed my name
and affixed the seal of said Association this 24th day of
April, 198 1.

Gail E. Jordan
Secretary

EXHIBIT "E"

MARINER'S WALK RULES AND REGULATIONS

Pursuant to the "Master Deed and By-Laws," the following Rules and Regulations are promulgated for the Occupants of Mariner's Walk. Occupant shall mean any Owner of a Condominium with respect to the common elements. Owner shall mean the Owner or any tenant occupying the units. Association shall mean Mariner's Walk Owners Association or a management company hired by the Association.

1. Motor Vehicles and Trailers. Only automobiles shall be parked in the paved parking spaces provided and so designated by Developer or Association. Each villa is allowed parking for two vehicles only. Campers and boats are not allowed on the property. Boats, campers, and extra cars must be parked off the property. No vehicles can be washed on the property.

2. Maintenance and Use. Each Owner shall maintain and use his villa in such manner so as not to create a fire hazard or damage to invitees and so as to preserve the exterior appearance of his Unit. The balconies shall be used only for the purposes intended and shall not be used for hanging garments or other objects. No clothes lines can be strung up and no drying of laundry will be permitted outside the villa. Recognizing the potential fire hazard and possible annoyance to adjacent owners, grilling on the balconies must be done with extreme caution.

3. Pets. Cats, dogs and other pets under 16 inches at shoulder are allowed to be kept in or about the property provided the Association is informed of the pets and the Association can impose certain conditions regarding the privilege of keeping a pet. Animals are to be kept on a leash or beside the owner when carried outside the villa. The owner must clean up after this pet, and no pets can be allowed to run loose. Excessive barking of a pet or other annoyance to the other villa owners may be cause for order by the Association to forbid the keeping of that pet on the premises. No large pets are allowed on the property.

4. No alterations or additions to any of the common elements or limited common elements shall be made by any occupant without the prior written approval of the Association. Occupants shall not undertake to do any item of painting, repair or maintenance to be provided by the Association under the By-Laws unless in an emergency or pursuant to written approval of the Association. Balconies can be glassed in provided the enclosure blends with the rest of the building and prior approval from the Association must have been obtained. All drapes used must have white lining. Natural colored or white blinds, shades, or shutters can be used. No colored blinds, shades, or shutters can be used. All astroturf or indoor/outdoor carpet used on balconies and/or porches must be of the same color and type at each villa. This color is grey.

5. Annoyances: No occupant may make or permit any disturbing noises in the units or the common elements nor do anything that would interfere with the rights, comforts or other conveniences of other occupants. No occupant may play any musical instrument, phonograph, radio or television set in his villa on or about the condominium property if the loudness shall in any manner disturb or annoy the other occupants. No loud radios, stereos, or televisions shall be allowed on the balconies.

6. Pool Facilities: Use of the pool facilities must be in accordance with the posted rules. Children must be accompanied by an adult. Due to the proximity of the villas to the pool area, stereos and radios are not allowed in the pool area.

7. Fireworks: SHOOTING OF FIREWORKS IN OR AROUND THE BUILDING IS EXPRESSLY FORBIDDEN.

8. Gas Grills: Due to insurance requirements, gas grills are not allowed at Mariner's Walk.

9. Antennas: No radio or television antenna or any wiring for such purpose may be installed on the exterior of any building or upon the common elements without prior written consent of the Association.

10. Refuse: Disposition of garbage and trash shall be only by the use of trash receptacles supplied by the Association.

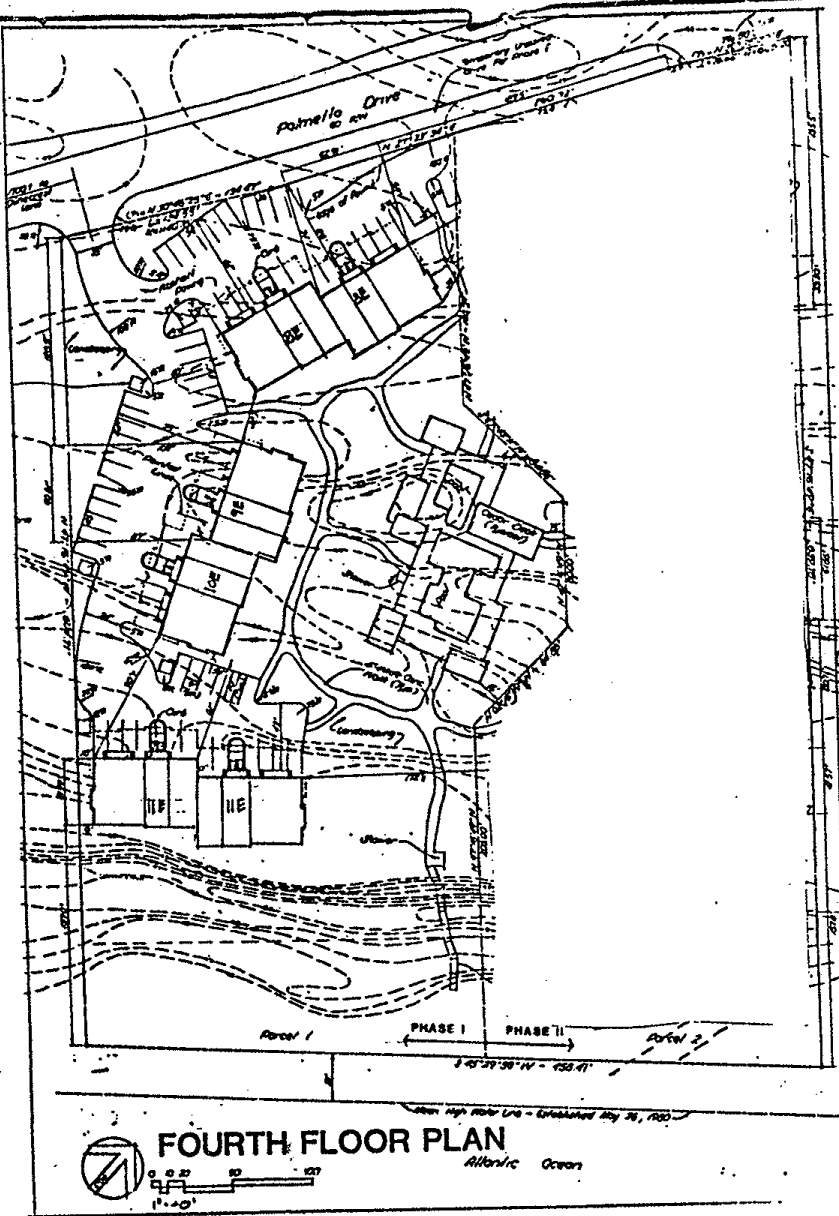
11. Each owner may identify his villa with his name provided the plaque is of the type, size and placement approved by the Association. It must match the door hardware and be metal.

12. Signs: No signs, advertising or notices of any kind or type whatsoever, including but not limited to "FOR SALE" or "FOR RENT" signs, shall be permitted or displayed on the exterior of any apartment nor shall they be posted or displayed in the windows or in any manner as to be visible from the exterior of any apartment, except as permitted by the Association.

13. Notices: All official notices of Mariner's Walk or of the managing agent shall bear the signature of the President or Secretary of the Association or any authorized representative of the managing agent. No occupant shall make any written, typed or printed notices or post the same on the bulletin boards, mail, or otherwise circulate to other occupants, which purport or represent to be an official act or notice of the Association or managing agent. Notices of a social nature or purpose by an occupant, to other occupants, are permitted, provided that all such notices must bear the signature of the occupant posting such notices.

14. Recreational Areas: Anyone utilizing the common areas for recreational purposes shall see that such areas are left in the same condition as they were before such use. Use of the recreational facilities will be controlled by regulations issued from time to time by the Association, but in general the use of these recreational facilities will be prohibited between the hours of 11 p.m. and 9 a.m. Rules governing the pool shall be the same as set forth for public pools by the South Carolina State Board of Health and Environmental Control. Children under 12 are not allowed in the pool area without an accompanying adult being present.

3NF 12596225



FOURTH FLOOR
MARINER'S WALK
ISLE OF PALMS, SOUTH CAROLINA

Craig Wrigley, Architect, SC Reg. No. 1901
Perimeter Tower North
Suite 130, 270 Carpenter Drive, NE
Atlanta, Georgia 30328

I, Craig Wrigley, an Architect
authorized and licensed to practice
in the State of South Carolina
certify these plans in accordance
with South Carolina Code of Laws
1962, § 57-56



April 23, 1981

SOLOMON, LEAHN SMITH & BAUMIL

612 F125 225

2/13.00

FILED, INDEXED & RECORDED

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1931 APR 24 PM 4:11

ROBERT N. KING
CLERK OF SUPERIOR COURT
SOUTH CAROLINA

Recorded this 24th day of April 19 81
On Property Record Card

Pauline S. Hoyer

Auditor Charleston County

EXHIBIT "F"

UNIT DESCRIPTION

Six buildings, each containing six residential apartments or dwellings, are located on Phase I land. For the purposes of the Act and this Master Deed, the buildings are numbered as follows: The northwesternmost building is building number 7; the next building (attached to building number 7) to the west, number 8; the next building to the south, number 9; the next building (attached to building number 9) to the south, number 10; and the next building to the southeast, number 11; the next building (attached to building number 11) to the west, number 12.

Each building is attached to one other building, and there are thus six groups of two building each. The buildings are attached side to side, the point of attachment being the same from group to group so that each group has the same exterior appearance as the adjacent group. The building groups are shown, within reasonable construction tolerance, on Sheet C - 1 of Exhibit "F" attached to and hereby incorporated by reference in this Master Deed.

Without regard to the group in which they occur, all buildings are or will be, within reasonable construction tolerances, identical. Each building is substantially rectangular in shape, has an open (no perimeter walls) crawl space, four floors

of heated and cooled interior space. The first level or floor contains the lower level of a two-floor, two-bedroom dwelling; the lower level of a two-floor, one-bedroom dwelling; and a two-bedroom dwelling. The second level or floor contains the upper level of the dwellings immediately below plus the lower level of a two-floor, three-bedroom dwelling; the lower level of a three-floor, three-bedroom dwelling; and the lower level of an additional two-floor, three-bedroom dwelling. The third level or floor contains the upper levels of the dwellings immediately below plus the second level of the three-floor, three-bedroom dwelling plus the unheated attic space of the two-floor, two-bedroom dwellings. The fourth level or floor contains the third level of the three-floor, three-bedroom dwelling plus the unheated attic space over the two-level, three-bedroom dwellings. The unheated attic spaces all contain the mechanical system and some storage space for the dwellings directly under them.

The approximate total ground area covered by buildings is 0.8688 acres, there being approximately 3,154.34 square feet (0.0724 acres) under each building, including its porches and stairs. Within reasonable construction tolerances, the dimensions and area of a typical building are shown on the floor plans labelled Sheets A-1 through A-4 of Exhibit F attached to and hereby incorporated by reference in this Master Deed.

Each building is of wood frame construction with a wood girder system at the first level floor, driven wood pilings and connected by wood girders. Exteriors are of lapped cypress siding with trim and all other exposed wood of cedar. Roof overhang soffits are of rough-sawn plywood. Stair rails, pickets, are of cedar. Other stair parts and porch and landing flooring are of pine. The exposed ceiling under the first level floor is

finished in plywood. Roofing is asphalt composition shingle. Chimneys (one per building, each containing two flues) are encased in typical wood and have metal caps. The exterior of a typical building is shown on the elevations labelled Sheets A-5 and A-6 of Exhibit "F" attached to and hereby incorporated by reference in this Master Deed.

Each of the six buildings contains six residential apartments or dwellings, and each dwelling is designated for the purpose of any conveyance, lease or instrument affecting the title by number of the building in which it occurs and a letter (either A, B, C, D, E, or F) identifying the type of dwelling. The A dwelling is a two-level, two-bedroom townhouse; the B dwelling, a two-level, one-bedroom townhouse; the C dwelling, a one-level, two-bedroom flat; the D dwelling, a two-level, three bedroom townhouse; and the F dwelling, a two-level, three-bedroom townhouse.

Dwelling A, B, and C are accessible by steps to the first level of the building. Dwellings D, E, and F are accessible by the open (unheated and uncooled) stairs rising from the ground levels to the second level. The location of the stairs and other Common Elements affording access to the dwellings is shown on the Exhibit "F" floor plans and elevations.

The top of the first floor level at the top of finished plywood on each building is the following height above Mean Sea Level.

<u>Building No.</u>	<u>Height</u>
7	14.10 ft.
8	14.10 ft.
9	14.09 ft.
10	14.09 ft.
11	14.07 ft.
12	14.07 ft.

The crawl space level is not enclosed by perimeter walls but does have four (one for each dwelling in the building) unheated and uncooled stairs; one covered parking space for each dwelling and sidewalks and wood decks serving the stairs to each dwelling. The air conditioning compressors for each of the dwellings in the building are located on concrete pads along the two screen walls on either side of and to the rear of the building. The ceiling of the crawl space is insulated and the crawl space contains various water, electrical and sanitary waste lines.

The top of the subfloor of the first level of each building is approximately 14'0" above the Mean Sea Level.

The A configuration dwelling is a two-bedroom townhouse with an entry hall off of which are a living/dining room, a kitchen, washer/dryer closet, a storage closet containing the water heater and a deck with a storage closet. The dwelling contains approximately 1,064 square feet of heated and cooled interior floor space, and the nominal height of the ceiling above the top of the subfloor is 8'1" except in the living room where the ceiling has been raised to 9'0". Heating, ventilating, and air handling equipment are located in the attic space over the dwelling.

The B configuration dwelling is a one-bedroom townhouse with an entry hall off of which are a living/dining room, a kitchen, a laundry closet. The ground level opens onto a rear decking which contains a storage closet. The dwelling contains approximately 829 square feet of heated and cooled interior floor space, and the nominal height of the ceiling above the top of the subfloor is 8'1". The B configuration Dwelling includes a closet on the ground level with heating, ventilating, and air handling equipment.

The second level of the B configuration dwelling includes the bedroom, bathroom, and walk-in closet. The second level is located over the covered parking area directly in front of the second level of the A configuration dwelling. The floor plan of the second level of a typical building is shown on Sheet A-2 of Exhibit F.

The C configuration dwelling is a two-bedroom flat with an entry hall off of which is a living/dining room, a kitchen, a laundry closet, an HVAC storage closet, and a smaller back hall off of which are two linen/storage closets, a bathroom, and two bedrooms. The bedroom on the rear (pool side) has an additional bathroom and a walk-in closet. The rear bedroom and the living/dining room open onto a screened porch which contains a storage closet. The dwelling contains approximately 1,104 square feet of heated and cooled interior floor space, and the nominal height of the ceiling above the subfloor is 8'1" except in the entry and at the entrance to the bedrooms where the ceiling has been furred down to 7'0".

The D configuration dwelling is a three-bedroom townhouse with an entry hall off of which are a living/dining room, a kitchen, a coat closet, a bathroom, and a bedroom with two closets. The living/dining room open onto an open deck on the pool side. Off of the living/dining room is a storage closet containing the water heater. The entry contains stairs leading to the upper level of the townhouse on the third level of the building. This level contains a hallway, a laundry closet, two bedrooms, two bathrooms and an attic storage closet. The dwelling contains approximately 1,386 square feet of heated and cooled interior floor space, and the nominal height of the ceiling above the subfloor is 8'1". The attic space directly over the dwelling contains the heating,

ventilating and air-handling equipment. The floor plan of the third level of a building is shown on sheet A-3 of Exhibit F .

The E configuration dwelling is a three-bedroom, three-level townhouse with an entry hall off of which are a living/dining room, a kitchen, a laundry closet, and a storage closet containing an HVAC unit and water heater. In the living/dining room is a fireplace which has a chimney extending up through the top level of the dwelling and terminating in a chase on the top level sundeck. The living/dining room opens onto an open deck. The living/dining room contains stairs leading to the middle level of the townhouse and the third level of the building. This level contains a hallway, two bedrooms, two bathrooms, a storage closet and stairs leading to the top level of the townhouse and the fourth level of the building. This level contains a landing, a bedroom with a closet, a bathroom and a sundeck accessible from the bedroom. A second HVAC unit is located in the attic space above the entry-side bedroom on the middle level. The dwelling contains approximately 1,580 square feet of heated and cooled interior floorspace, and the nominal height of the ceiling above the subfloor is 8'1" except in the living room which has a portion of the ceiling at 17'0" and in the top level hallway which has a portion of the ceiling at 17'0". The floor plan of the fourth level of a building is shown on Sheet A-4 of Exhibit F .

The F configuration dwelling is a three-bedroom townhouse with an entry hall off of which are a living/dining room, a kitchen, a coat closet, a bathroom, and a bedroom with two closets. In the living/dining room is a fireplace with a chimney extending up through the top level of the dwelling and terminating in a chase on the roof. The living/dining room opens out on an open deck on the pool side. Off of the living/dining room is a

storage closet containing the water heater. The entry contains stairs leading to the upper level of the townhouse on the third level of the building. This level contains a hallway, a laundry closet, two bedrooms, two bathrooms and an attic storage closet. The dwelling contains approximately 1,403 square feet of heated and cooled interior floor space, and the nominal height of the ceiling above the subfloor is 8'1".

The Exhibit B floor plans show, within reasonable construction tolerances, the dimensions and area of the dwellings and of their precise location within the building.

Each dwelling unit encompasses and includes the space of that portion of a Building designated as being a separate dwelling unit on the Exhibit B floor plans and bounded by:

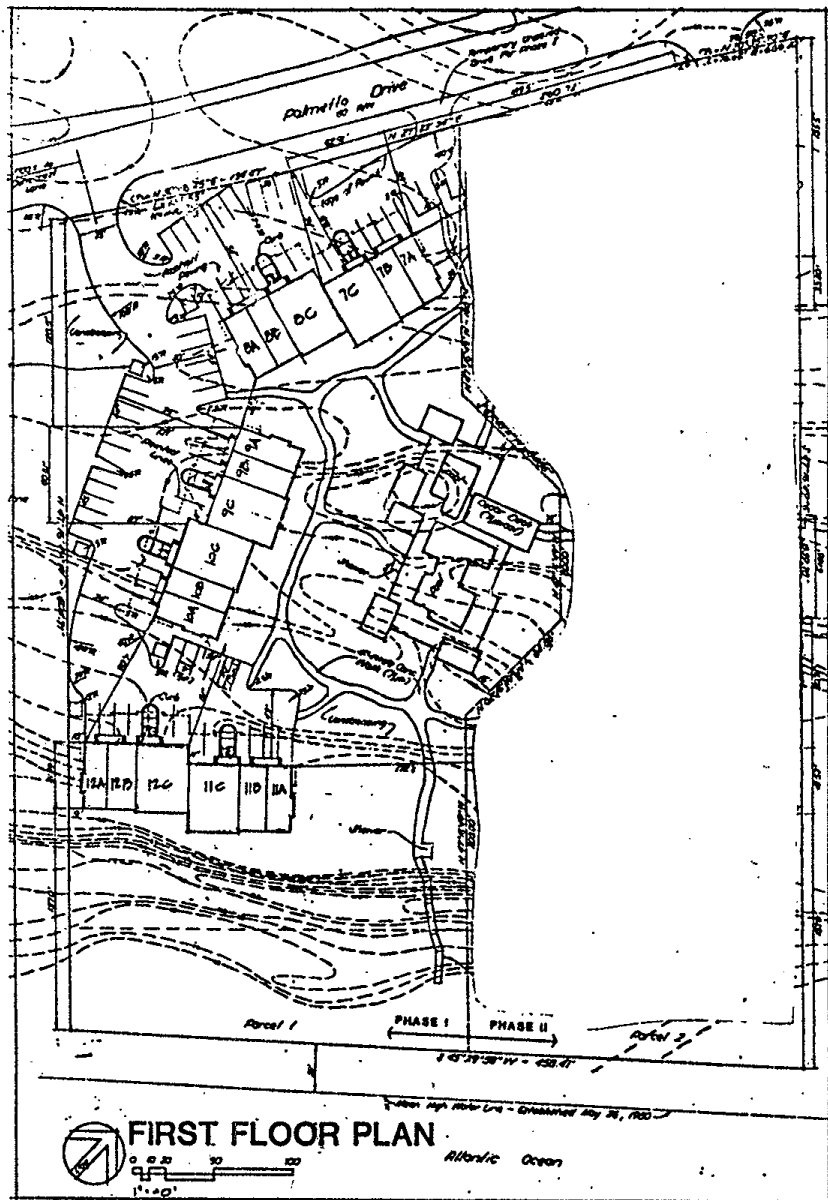
1. the upper surface of all wood or concrete sub-flooring,
2. the interior surface of all wall studs, the unfinished inside surface of door and window frames, the unfinished exterior surface of doors leading to and from the dwellings, the exterior surface of windows and door glass, and
3. the unfinished lower surface of all ceiling joists and furred ceiling beams.

The dwelling consequently and further includes the following:

1. all skylight acrylic, and window and door glass and screen,
2. all exterior doors except for their finished exterior surface,
3. all gypsum wallboard,
4. all interior doors,

5. all interior paint and finishes, whether applied to floors, walls, ceilings, overhead beams, cabinets, or other woodwork and trim;
6. all carpet and sheet vinyl and related underlay,
7. all ceramic tile,
8. the fireplace and flue terminating at and excluding the chimney cap, and the tile on the fireplace surround and hearth,
9. all built-in cabinets and shelves,
10. all interior lighting fixtures,
11. all exhaust fans and their ducts,
12. the heating, ventilating and air conditioning system serving such dwelling exclusively,
13. all electric, telephone and other wiring and receptacles, switches, and breaker boxes contained in the floors, walls and ceilings bounding such dwelling and serving such dwelling exclusively,
14. all water, drain, sewer and vent pipes, and all conduits for wiring such dwelling exclusively,
15. the following appliances: range/oven with range hood, refrigerator/freezer with icemaker, dishwasher, garbage disposal unit, clothes washer and clothes dryer,
16. hot water heater and plumbing fixtures, and
17. smoke detector.

BKF 125PG225



FIRST FLOOR

MARINER'S WALK
ISLE OF PALMS, SOUTH CAROLINA

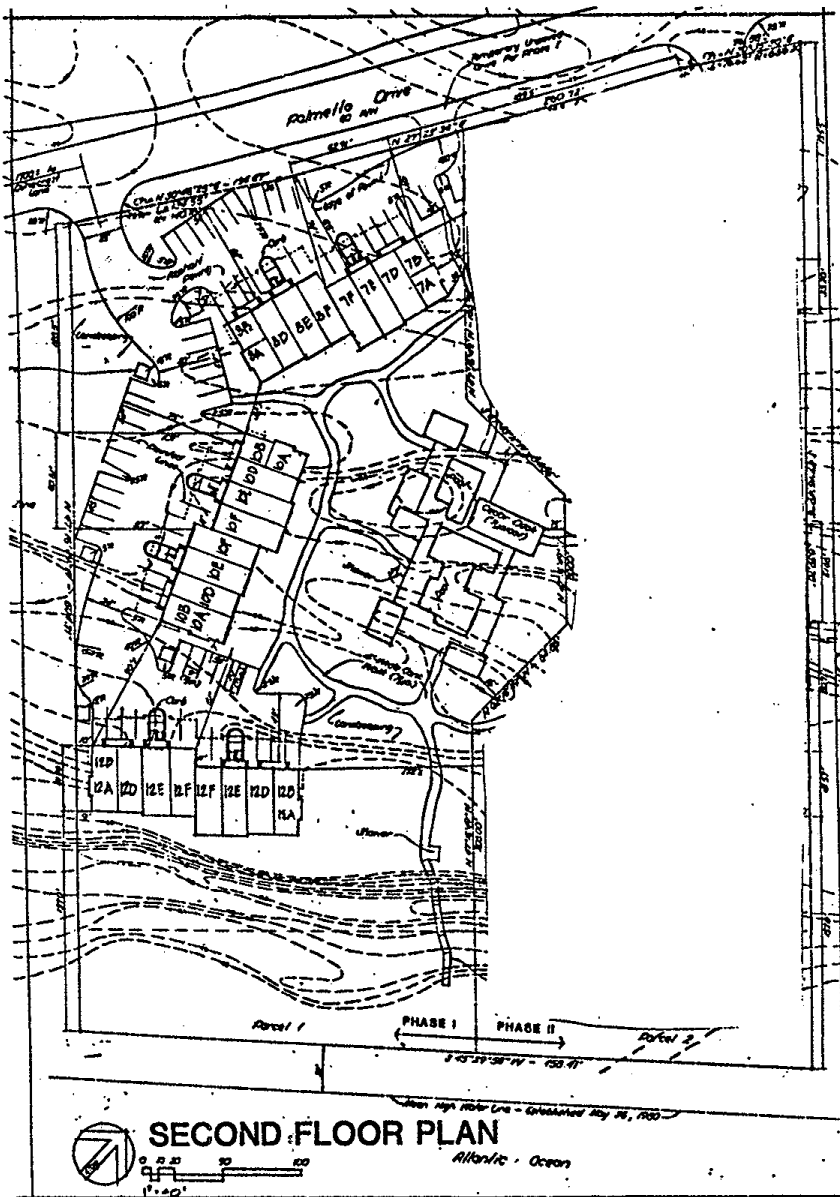
Craig Wrigley, Architect, SC Reg. No. 1901
Perimeter Tower North
Suite 130, 270 Carpenter Drive, N.E.
Atlanta, Georgia 30328

I, Craig Wrigley, an Architect
authorized and licensed to practice
in the State of South Carolina
certify these plans in accordance
with South Carolina Code of Laws
1962, § 57-506.1



April 23, 1981

C229-C21 JNC



[illegible]

MARINER'S WALK
ISLE OF PALMS, SOUTH CAROLINA

1, Craig Whitley, an Architect
authorized and licensed to practice
in the State of South Carolina
certify these plans in accordance
with South Carolina Code of Laws
1962, 557-50. ATLANTA.

SEVEN CAROLINA
B57-500
ATLANTA,
GEORGIA
REGISTERED ARCHITECT

April 23, 1984

15. Floats, beach chairs and other items cannot be stored or left in the corridors or outside of any of the entrance doors.

16. No running, yelling, playing or jumping shall be allowed in the corridors or on the stairs. NO YELLING OR EXCESSIVE NOISE IS ALLOWED. Occupants must be considerate.

17. House parties are not allowed unless either the owner or some member of his immediate family is staying with the group.

18. All outside spigots and showers must be turned off after use.

19. Violations: Any violation of the foregoing Rules and Regulations may result in a \$25.00 fine or special assessment to the violator in addition to all other legal remedies. Said fine may be assessed repeatedly upon failure of owner or member to correct the infraction after notice by the Association to obey these rules as well as other obligations imposed by the condominium documents. Any occupant accused of violations and assessed a fine may ask to be heard by a Grievance Committee of three owners appointed from time to time by the Association and contest the assessment. Said Grievance Committee shall hear the accusation and if the Committee finds that the violation did occur, the violator's assessment shall not abate. Continued violation of the rules by a renter can result in the Association's request that he vacate the villa.

Additional rules and regulations may be promulgated by the Association. These rules and regulations and any additional rules and regulations shall be binding upon the owners and their guest.

C E R T I F I C A T I O N

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the MARINER'S WALK OWNERS ASSOCIATION, an unincorporated association, and,

THAT the foregoing Rules and Regulations constitute the original Rules and Regulations promulgated for Owners and Occupants of Mariner's Walk, a Horizontal Property Regime, and that the same were duly adopted at a meeting of the Board of Directors of Mariner's Walk Owners Association held on the 13th day of April, 198 1.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 24 day of April, 198 1.

Paul E. Jordan
Secretary

1.50

3KJ 128PG043

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AMENDMENT TO MASTER DEED FOR
MARINERS II - MARINER'S WALK HORIZONTAL
PROPERTY REGIME - PHASE II

WHEREAS, Caroland, a Joint Venture, as the owner of certain properties located on the Isle of Palms, Charleston County, South Carolina dedicated said properties to Mariner's Walk Horizontal Property Regime by an Amendment * to Master Deed for said property regime dated March 16, 1982 and recorded in the R.M.C. Office for Charleston County, South Carolina in Book Y-127, at Page 305.

WHEREAS, Caroland, a Joint Venture, among other things reserved the right to amend the Master Deed from time to time for the purpose of complying with requirements of Lenders, Attorneys and/or Title Insurance Companies, and for the purpose of correcting drafting or mathematical errors; and

WHEREAS, it has come to the attention of Caroland, a Joint Venture, that the accessible attic space above certain units has neither been classified as a part of the unit, a General Common Element or a Limited Common Element, and it was the intent and purpose of Caroland, a Joint Venture, to designate these attic spaces as Limited Common Elements limited to the use of units which have access thereto; and

WHEREAS, Caroland, a Joint Venture, in order to correct this error in drafting desires to execute this Amendment.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency whereof being hereby acknowledged, Caroland, a Joint Venture, hereby amends the Master Deed for Mariner's Walk Horizontal Property Regime in regard to Phase II - Mariners II of said horizontal property regime in the following particulars:
* Original Master Deed recorded in F125-225. ^{EW}

Exhibit "B" of the Amendment to the Master Deed for
Mariner's Walk Horizontal Property Regime dated March 16, 1982 and
recorded in Book Y-127, at Page 305, R.M.C. Office for Charleston County,
South Carolina, and inserted in lieu thereof is the following Exhibit "B":

"The Limited Common Area and facilities within the Mariner's
Walk Horizontal Property Regime are entrances, corridors and
walkways as shown on the site plans and unit plans recorded as
part of this Master Deed Amendment.

The unheated and uncooled attic space above the "A" units,
"B" units, "D" units, "E" units and "F" units are reserved as
Limited Common Elements for each unit that each attic space
serves; said space shall not be used for any purpose other than
storage. Prior to the use of this space as storage area it must be
floored at the unit owners expense. Any damage caused by too
much weight placed in the attic space shall be the sole
responsibility of the unit owner and the repair thereof shall
not be a common expense."

Except as herein expressly amended, said Master Deed and
all prior Amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, Caroland, a Joint Venture, has caused
these presents to be executed under Seal this 30th day of April,
1982.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Harriet G. Morgan

Mary H. Burkett

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

CAROLAND, A JOINT VENTURE

By The Cumberland Corporation
Partner, Venturee

BY L. A. Law

Its: President

Harold K. Krumpholtz

Vice President

By Carolopolis Corporation, Partner
By A. J. Pitchford, President

PERSONALLY appeared before me Harriet G. Morgan and
made oath that (s)he saw the within named Caroland, a Joint Venture, sign,
seal and, as its act and deed, deliver the within written Amendment to
Master Deed, and that (s)he with Mary H. Burkett witnessed
the execution thereof.

Harriet G. Morgan

SWORN to before me this

30th day of April, 1982.

Mary H. Burkett (SEAL)

Notary Public for South Carolina

My Commission Expires: 1-31-89

BURKETT, GUERARD, WOODY,
BARGMANN, CISA & O'NEILL
Attorneys at Law

3XJ 128PG043

FILED, INDEXED & RECORDED

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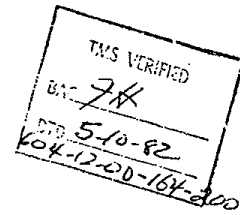
ROBERT N. KING
REGISTER MESNE CONVEYANCE
CHARLESTON COUNTY, S.C.

4.00

Recorded this 7th day of May 1982
On Property Record Card

Pauline S. Hoyer

Auditor Charleston County



STATE OF SOUTH CAROLINA) AMENDMENT TO MASTER DEED OF
COUNTY OF CHARLESTON) MARINER'S WALK HORIZONTAL
PROPERTY REGIME

WHEREAS, there was recorded in the RMC Office for Charleston County on April 24, 1981, in Book F 125 at page 225, Master Deed for Mariner's Walk Horizontal Property Regime with attached Exhibits, submitting certain real property, with buildings and improvements thereon, therein described, to the provisions of the Horizontal Property Act of South Carolina, South Carolina Code of Laws, 1976, Sections 27-31-10 through 27-31-300 inclusive, thereby creating a Horizontal Property Regime known as Mariner's Walk Horizontal Property Regime; and

WHEREAS, no conveyances of individual condominium apartments have taken place; and

WHEREAS, the Developer desires to amend said Master Deed;

NOW, THEREFORE, the Master Deed for Mariner's Walk Horizontal Property Regime and Exhibits thereto, recorded in the RMC Office for Charleston County in Book F 125 at page 225, is hereby amended as follows:

1. Exhibit "A", page 1, attached to and made a part of said Master Deed is hereby deleted, and substituted in lieu thereof is the attached Exhibit "A", page 1.

2. The Second Floor Plan attached to and made a part of said Master Deed is hereby deleted, and substituted in lieu thereof is the attached Second Floor Plan. The Fourth Floor Plan attached to and made a part of said Master Deed is hereby deleted, and substituted in lieu thereof is the attached Fourth Floor Plan.

3. Page 3 of Exhibit "C" is hereby deleted, and substituted in lieu thereof is the attached page 3 of Exhibit "C".

4. Article III, Section 3, is amended as follows:
By inserting after the words unit owners in the ninth line of subparagraph (d) on page 10, the words "their tenants", said line 9 now reading "Area and Facilities to Unit Owners, their tenants and/or their guests". The period at the end of subparagraph (e) on page 11 is hereby changed to a comma and there is hereby added the following words: "except as permitted by the Board of Directors of the Association".

5. Exhibit "B" attached to and made a part of said Master Deed is hereby deleted, and substituted in lieu thereof is the attached Exhibit "B".

IN WITNESS WHEREOF, Developer has executed this Amendment to Master Deed this 8th day of May, 1981.

WITNESS:

MARINER'S WALK CORPORATION
BY:

[Signature]

[Signature]
Robert M. Hancock, President

[Signature]
Gail E. Jordan, Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF)

PERSONALLY appeared before me [Signature]

[Signature], who being duly sworn, says that s/he saw the within-named MARINER'S WALK CORPORATION by Robert M. Hancock and Gail E. Jordan, its President and Secretary sign, seal and as its Act and Deed, deliver the within-written Master Deed and that s/he with [Signature] witnessed the execution thereof.

SWORN to before me this

8 day of May, A. D., 1981.

[Signature] (L.S.)
Notary Public for South Carolina

My Commission Expires: 11/25/81

STATE OF SOUTH CAROLINA)
COUNTY OF) CONSENT TO MASTER DEED

THE SOUTH CAROLINA NATIONAL BANK, as Mortgagee, hereby
consents to the foregoing Master Deed with attachments.

THE SOUTH CAROLINA NATIONAL BANK

BY: Edmund H. Monteith

ITS: Vice President

WITNESS:

Jules Harlicka
Edmund H. Monteith

STATE OF SCUTH CAROLINA)
COUNTY OF RICHLAND)

PERSONALLY appeared before me, Jules Harlicka
, who being duly sworn, deposes and says that s/he saw
the within-named, THE SOUTH CAROLINA NATIONAL BANK, by Joe M.
Carter, Jr. its Vice President
sign, seal and as its Act and Deed, deliver the within-written
Consent to Master Deed and that s/he with Edmund H. Monteith
witnessed the execution thereof.

SWORN to before me this

8th day of May 1981.

Edmund H. Monteith (L.S.)
Notary Public for South Carolina

My Commission Expires: Nov. 25, 1990

STATE OF SOUTH CAROLINA)
COUNTY OF) CONSENT TO MASTER DEED

STANDARD FEDERAL SAVINGS AND LOAN ASSOCIATION, as
Mortgagee, hereby consents to the foregoing Master Deed with
attachments.

STANDARD FEDERAL SAVINGS AND LOAN
ASSOCIATION

BY: Richard Z. Trzinski

ITS: Vice President

WITNESS:

Joseph L. Stank
H. Dave Whitener, Jr.

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

PERSONALLY appeared before me, Joseph L. Stank
, who being duly sworn, deposes and says that s/he
saw the within-named, STANDARD FEDERAL SAVINGS AND LOAN ASSOCIATION
by Richard Z. Trzinski its Vice - President
, sign, seal and as its Act and Deed, deliver
the within-written Consent to Master Deed and that s/he with
H. Dave Whitener, Jr. witnessed the execution thereof.

SWORN to before me this

8th day of May, 1981.

H. Dave Whitener, Jr. (L.S.)
Notary Public for South Carolina

My Commission Expires: Aug. 6, 1989

MARINER'S WALK

ALL AND SINGULAR, all that certain piece, parcel or tract of land containing 0.257 acres, situate, lying and being on the eastern side of Palmetto Drive in the City of Isle of Palms, county of Charleston, State of South Carolina, shown and delineated as Tract "E" Block "B" Parcel 1 on plat of property of Isle of Palms Beach and Racquet Club Co., Inc. prepared by Wilbur Smith and Associates, Inc. certified by William Porcher, registered surveyor, dated July 28, 1980 and recorded in the RMC Office for Charleston County in Plat Book "AQ" at page 166, and being described as follows:

BEGINNING at a concrete monument at the eastern right-of-way of Palmetto Drive and running along said right-of-way in a curved line, the chord distance of N 30° 46' 25" E being 134.47 feet to a concrete monument; thence continuing to run along the said street right-of-way N 27° 23' 34" E for a distance of 120.86 feet to an iron; thence turning and running along property designated on said plat as Tract "E" Block "B" Parcel 2, S 47° 16' 49" E for a distance of 168.54 feet to an iron; thence turning and running N 87° 43' 11" E for a distance of 84.85 feet to an iron; thence turning and running S 47° 16' 49" E for a distance of 80.00 feet to an iron; thence turning and running S 02° 16' 49" E for a distance of 84.85 feet to an iron; thence turning and running S 47° 16' 49" E for a distance of 208.30 feet to a point 30 feet west of the Mean High Water Line of the Atlantic Ocean; thence turning and running along said 30 foot strip (shown on said plat to be property of Isle of Palms Beach and Racquet Club Co., Inc.) S 45° 29' 58" W for a distance of 248.41 feet to a point; thence turning and running along property of Isle of Palms Beach and Racquet Club Co., Inc. and a 30 foot buffer zone as shown on said plat N 47° 16' 49" W for a distance of 504.71 feet to the point of commencement.

This being the identical property conveyed to Mariner's Walk Corporation by Isle of Palms Beach and Racquet Club Co., Inc. by deed recorded October 6, 1980 in Deed Book 0123 at page 409 in the Office of the Registrar of Mesne Conveyance for Charleston County.

EXHIBIT "A"

1850

BK Y127PG305

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AMENDMENT TO MASTER DEED FOR
MARINER'S WALK HORIZONTAL PROPERTY REGIME
TO ANNEX AN ADDITIONAL 36 CONDOMINIUM UNITS

WHEREAS, Caroland, a Joint Venture, is the owner of certain properties located on the Isle of Palms, Charleston County, South Carolina, said property being more fully described in Exhibit "A" attached hereto, and desires to submit said property to the Mariner's Walk Horizontal Property Regime according to the laws of the State of South Carolina; and

WHEREAS, Mariner's Walk Corporation has established the Mariner's Walk Horizontal Property Regime by Master Deed dated April 24, 1981 and recorded in the R.M.C. Office for Charleston County, South Carolina on April 24, 1981 in Book F-125, at Page 225; said Master Deed being amended by instrument dated May 8, 1981 and duly recorded in said R.M.C. Office in Book J-125, at Page 162; and

WHEREAS, said Master Deed contains among other provisions a reservation of the right in Mariner's Walk Corporation, its successors and assigns, as Developer-Grantor, to annex a second phase, the second phase being described in Exhibit "A-1" of the Master Deed and being the same land as described in Exhibit "A" attached hereto; said Master Deed further provided that the annexed property could contain up to an additional thirty-six (36) condominium units similar in design and construction as units constructed in the first phase.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and the mutual benefits to be derived herefrom, the receipt and sufficiency whereof being hereby acknowledged by both parties, Mariner's Walk Corporation and Caroland, a Joint Venture, do hereby submit the property described in Exhibit "A" attached hereto to the provisions of the Horizontal Property Act of South Carolina, South Carolina Code of Laws 1976, Sections 27-31-10 through 27-31-300 to the Horizontal Property Regime known as Mariner's Walk Horizontal Property Regime to be incorporated therein and to become a part thereof and to be subject to the terms, provisions, covenants and restrictions contained in said Master Deed establishing Mariner's Walk Horizontal Property Regime; said deed being dated April 24, 1981 and duly recorded in the R.M.C. Office in Book F-125, at Page 225; said Master Deed being amended by instrument dated May 8, 1981 and duly recorded in the R.M.C. Office for Charleston County in Book J-125, at Page 162; provided, however, that such submission shall be and is further subject to the conditions, provisions, modifications, amendments and restrictions as contained herein, all of which shall run with the land.

1. **NAME.** The property described herein shall be merged with Phase I, Mariner's Walk Horizontal Property Regime and Phase I and Phase II taken together shall hereinafter be Mariner's Walk Horizontal Property Regime. However, for purposes of distinction, Phase I shall be referred to as "Mariners Walk" and Phase II shall be referred to as "Mariners II".

2. **DESCRIPTION OF PROPERTY AND BUILDINGS.** The land is described in Exhibit "A". The buildings comprised of thirty-six (36) condominium units similar in design and construction as units constructed in the first phase are described in the plans prepared by Gresham and Smith, Architects, a copy of said plans being attached hereto and marked Sheets 1 through 14, Exhibit "E" of the Master Deed and by reference incorporated herein.

3. DESCRIPTION OF UNITS. The units description is contained in Exhibit "G" attached hereto and incorporated herein by express reference.

4. DEVELOPMENT PLANS. The specifications for construction of Mariners II - Phase II of Mariner's Walk Horizontal Property Regime are on file in the office of Caroland, a Joint Venture, at the Isle of Palms Beach and Racquet Club, Isle of Palms, South Carolina. Caroland, a Joint Venture, expressly reserves the right, during the course of construction, to revise, modify or change in whole or in part, any of the condominium units in Mariners II; provided, however, (i) Caroland, a Joint Venture, shall adhere to the general scheme of development; and (ii) Caroland, a Joint Venture, shall not make any major alterations to any condominium unit sold or under a valid sales contract without having first obtained the express written consent of the owner thereof and of the mortgagees. Any change or modification shall not alter the percentage interest as set forth in Exhibit "C" without the unanimous consent of one hundred (100%) percent of the unit owners in Mariner's Walk Horizontal Property Regime expressed in an Amendment to the Master Deed. Some units may be conveyed and occupied prior to the completion of other units.

5. COMMON AREAS AND FACILITIES. The unit owners of all seventy-two (72) units shall own the Common Area and Facilities and Limited Common Areas and Facilities as tenants-in-common with each unit having appurtenant thereto the percentage interest in the Common Area and Facilities and Limited Common Area and Facilities as is set forth in the Revised Master Plan contained in Exhibit "C" attached hereto; provided, however, the use of the Limited Common Area and Facilities shall be restricted as is set forth in Section (3E) of Article III of the Master Deed. The percentage interest appurtenant to each unit has been determined by the Master Deed and the Amendment and is more fully set forth in Exhibit "C" attached hereto.

6. PLOT PLAN AND FLOOR PLANS. The plot plan showing the location of the buildings and other improvements is attached hereto and by reference incorporated herein and is designated as Exhibit "D". The floor plans showing the dimensions and area of each type of apartment are attached hereto and shown as Sheets 1 through 14, of Exhibit "E".

7. AFFECT OF THIS AMENDMENT. This Amendment to the Master Deed establishing Mariner's Walk Horizontal Property Regime shall subject Phase II (described in Exhibit "A", attached) of Mariner's Walk Horizontal Property Regime to all the rights, benefits, limitations, covenants, restrictions, affirmative obligations and warranties contained in the said Master Deed; and shall also serve as any Notice or Declaration as may be required by the terms and conditions of said Master Deed for the purposes of establishing Phase II as part of Mariner's Walk Horizontal Property Regime.

Be it further known that Mariner's Walk Corporation, hereby acknowledging good and valuable consideration, has and by these presents does assign, sell and setover unto Caroland, a Joint Venture, its successors and assigns, all of its right, authorities, easements, benefits and/or covenants which are reserved unto Mariner's Walk Corporation as Grantor or Developer in said Master Deed as amended.

As part of the consideration hereunder Mariner's Walk Corporation hereby assigns, sells and setover unto Caroland, a Joint Venture, its successors and assigns, forever, all reversionary interest established in the Master Deed for the purpose of incorporating a second phase into Mariner's Walk Horizontal Property Regime and does hereby declare that at the time of recording of the first Phase II deed by Caroland, a Joint Venture, its successors and assigns, a portion of the undivided present interest in the Phase I common elements appurtenant to each Phase I condominium unit shall revert to Caroland, a Joint Venture, and such Phase I condominium units undivided future interest in Phase II common elements shall become an undivided present interest. At and from the time of recording of the first Phase II deed, there shall be appurtenant to each condominium unit in the regime an undivided present interest in all regime common elements, expressed in percentages based on the relation of the value of the condominium unit to the value of all property. The value of the undivided percentage interest appurtenant to each condominium after the recording of the first Phase II deed is set forth in Exhibit "C", attached hereto. Caroland, a Joint Venture, its successors and assigns, shall have a percentage ownership interest in all regime common elements equal to the total of the percentage interest appurtenant to any condominium units owned by it, as such total may be reduced from time to time on account of sale of condominium units by Caroland, a Joint Venture.

Exhibits "A" through "G" are incorporated herein by express reference thereto.

Except as herein expressly modified the Master Deed for Mariner's Walk Horizontal Property Regime dated April 24, 1981 and recorded in the R.M.C. Office in Book F-125, Page 225, as amended by instrument dated May 8, 1981 and recorded in Book J-125, Page 162, records said R.M.C. Office shall remain in full force and effect.

Caroland, a Joint Venture, whether or not it still owns units, may amend the Master Deed from time to time for the purpose of complying with requirements of Lenders, Attorneys and/or Title Insurance Company's and for the purpose of correcting drafting or mathematical errors.

IN WITNESS WHEREOF, the parties have caused these presents to be executed under seal this 16th day of MARCH, 1982.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE:

MARINER'S WALK CORPORATION

Kerry R. Quinn
[Signature]

BY Harry Z. Zisch Jr.
Its: President
BY Karen A. Zisch
Its: Secretary

[Signature]
Kerry R. Quinn

CAROLAND, A JOINT VENTURE
by Caroland Corporation,
JOINT VENTURE
BY [Signature]
Its: President
BY [Signature]
Its: Vice Pres.

AND -

[Signature]

By Carolopolis, Inc.
JOINT VENTURE
BY [Signature]
Its: President
R. L. Call
Treasurer

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

PERSONALLY appeared before me Kathy R. Quinn
 and made oath that (s)he saw the within named Mariner's Walk Corporation,
 by the above named officers, sign, seal and, as its act and deed, deliver
 the within written Amendment to Master Deed, and that (s)he with
Michael J. Burkett witnessed the execution thereof.

SWORN to before me this
16th day of March, 1982.

MRS (SEAL)
 Notary Public for South Carolina
 My Commission Expires: 1/21/87

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

PERSONALLY appeared before me Kathy R. Quinn
 and made oath that (s)he saw the within named Caroland, a Joint Venture,
 by The Cumberland Corporation, Joint Venturer, and by Carolopolis, Inc.,
 Joint Venturer, by the above named officers, sign, seal and, as its act
 and deed, deliver the within written Amendment to Master Deed, and that
 (s)he with Michael J. Burkett witnessed the execution thereof.

SWORN to before me this
16th day of March, 1982.

MRS (SEAL)
 Notary Public for South Carolina
 My Commission Expires: 1/21/89

EXHIBIT "A"

The subject property being situated in the City of Isle of Palms, County of Charleston and State of South Carolina; being more fully depicted by a plat prepared by Isle of Palms Beach and Racquet Club Co., Inc. prepared by Wilbur Smith and Associates, Inc. surveyed by William Porcher, S.C.R.L.S. #7407 dated July 28, 1980; said plat is recorded in the S.M.C. Office for Charleston County in Plat Book AT, Page 68 and is described as follows:

Commencing at a point which is the intersection of the northern right-of-way of Dunecrest Lane (50' R/W) and the eastern right-of-way of Palmetto Drive (60' R/W); thence going north 1928' along the eastern right-of-way of Palmetto Drive to an iron pin, the "point of beginning", which is the northwestern corner of said tract of land; thence continuing along the eastern right-of-way of Palmetto Drive N 27°23'34" E 139.86 feet to a concrete monument; thence along a curve in said right-of-way an arc distance of 76.62 feet, said curve having a radius of 686.20 feet, and a chord bearing of N 30°35'30" E 76.58 feet to a concrete monument; thence leaving the Palmetto Drive right-of-way along property of Isle of Palms Beach and Racquet Club Co., Inc. S 47°16'49" E 558.63 feet to a concrete monument; thence continuing along said property S 47°16'49" E 81.15 feet to a point; thence along a 30 foot buffer strip retained by the Isle of Palms Beach and Racquet Club Co., Inc. S 45°29'58" W 210.00 feet to a point; thence along the northern boundary line of Tract "E", Block "B", Parcel 1, the following six courses: N 47°16'49" W 74.99 feet to a concrete monument; thence N 47°16'49" W 133.01 feet to an iron pin; thence N 02°16'49" W 84.85 feet to an iron pin; thence N 47°16'49" W 80.00 feet to an iron pin; thence S 87°43'11" W 84.85 feet to an iron pin; thence N 47°16'49" W 168.54 feet to an iron pin which is the "point of beginning" and containing 2.744 acres more or less.

EXHIBIT "B"

The Limited Common Area and Facilities within the Mariner's Walk Horizontal Property Regime are Entrances, Corridors, and Walkways as shown on the Site Plans and Unit Plans recorded as a part of this Master Deed Amendment.

EXHIBIT "C"

REVISED MASTER PLAN

1. PROPERTY.

The property which constitutes the Mariners Walk Horizontal Property Reg. as is described in Exhibit "A" attached to the Master Deed and being a tract of land located on the Isle of Palms, Charleston County, South Carolina, containing 3.257 acres; and a tract of land described in Exhibit "A" to this Amendment and being a tract of land located on a 3.257 acre tract of land and containing 2.744 acres.

The effect of this Amendment being to merge said tracts to form one contiguous tract of land to be henceforth known as Mariners Walk Horizontal Property Regime and graphically, described as follows:

All and singular all that certain piece, parcel or tract of land, containing 6.001 acres, situate, lying and being on the eastern side of Palmetto Drive in the City of Isle of Palms, County of Charleston, State of South Carolina, shown and delineated as Tract E, Block B, Parcel 1, on a plat of property of Isle of Palms Beach and Racquet Club Co., Inc., prepared by Wilbur Smith and Associates and certified by William Porcher, Registered Surveyor, dated July 28, 1980 and recorded in the R.N.C. Office for Charleston County in Plat Book AQ, Page 166; and shown and delineated as Tract E, Block B, Parcel 2, on a plat of property of Isle of Palms Beach and Racquet Club Co., Inc., prepared by Wilbur Smith and Associates, Inc., and certified by William Porcher, Registered Surveyor, dated July 28, 1980 and recorded in said R.N.C. Office in Plat Book AT, Page 68, and being described as follows: beginning at a concrete monument at the eastern right-of-way of Palmetto Drive and running along said right-of-way in a curved line, the chord distance north $30^{\circ}46'25''$ east, being 134.47 feet to a concrete monument; thence continuing to run along said street right-of-way north $27^{\circ}23'34''$ east for a distance of 120.86 feet to an iron; thence continuing to run along the said street right-of-way north $27^{\circ}23'34''$ east for a distance of 139.86 feet to a concrete monument; thence continuing to run along the said street right-of-way in a curved line the chord distance north $30^{\circ}35'30''$ east being 76.58 feet to a concrete monument; thence turning and running along property designated on the plat of Tract E, Block B, Parcel 2 as property of Isle of Palms Beach and Racquet Club Co., Inc. south $27^{\circ}16'49''$ east for a distance of 639.78 feet to a point 30 feet west of the mean highwater line of the Atlantic Ocean established May 26, 1980; thence turning and running along said 30 foot strip (shown on both plats above referred to) south $45^{\circ}29'58''$ west for a distance of 210 feet to a point; thence proceeding along said 30 foot strip south $45^{\circ}29'58''$ west for a distance of 248.41 feet to a point; thence turning and running along property of Isle of Palms Beach and Racquet Club Co., Inc. and a 30 foot buffer zone north $47^{\circ}16'49''$ west for a distance of 504.71 feet to the point of commencement.

2. CREATION OF CONDOMINIUM.

This condominium known as Mariners Walk Horizontal Property Regime was created by the recording of the Master Deed by Mariners Walk Corporation; said deed being dated April 24, 1981 and recorded in Book F-125, Page 225, records R.M.C. Office. The creation of the seventy-two (72) unit condominium as was contemplated by said Master Deed is created by the recording of the Amendment to the Master Deed which is attached hereto.

The buildings shall be constructed out of those materials as specified and set forth in the plans which are a part of Exhibit " " and specifications for construction are on file in the Office of Caroland, a Joint Venture, on the Isle of Palms, Charleston County, South Carolina.

3. UNITS.

The location and identification of each unit is shown on said Unit Plan which depicts and denotes each building. Each apartment shall include the elements of the Regime which are not owned in common with the owners of other apartments. The boundary lines of each apartment are the interior surfaces of its perimeter walls, load bearing walls, bottom floors, top story ceiling, windows, and window frames, doors and door frames and trim, and includes both portions of the building so described and the air space so encompassed. Further, all screens attached to a Unit, all light fixtures within a Unit, paint, wallpaper, matting and carpeting, together with appliances, cabinets, toilets, sinks, showers and bath tubs are a part of the Unit wherein contained and are not a part of the Common Area and Facilities. Provided further that all parts and components of the air conditioning system servicing each Unit shall be a part thereof; the repair and maintenance of such portion of said system shall be the responsibility of the Owner of the Unit which said air conditioning system services. Further that all parts and components of the heating system servicing each Unit shall be a part thereof, the repair and maintenance of such portion of said system shall be the responsibility of the Owner of the Unit which said heating system services.

4. LIMITED COMMON AREA AND FACILITIES.

The Limited Common Area and Facilities are shown as corridors, walkways, and entrances on the Site Plan and Unit Plans and are more particularly described in Exhibit " " attached to the Deed. The use of the Limited Common Area and Facilities, the walkways, corridors and entrances are restricted exclusively to the Owners of the Units served by said stairs and entrances, members of his immediate family, his tenants and his guests.

5. COMMON AREA AND FACILITIES.

The Common Area and Facilities consist of the entire Horizontal Property Regime and every part thereof, other than the Units and the Limited Common Area and Facilities.

6. PERCENTAGE OF INTEREST.

The percentage of undivided interest appurtenant to each unit in the Common Area and Facilities and Limited Common Area and Facilities has been determined by the ratio of the fair market value of the subject Unit as of the date of the Master Deed above identified as the same bears to the aggregate fair market value of the property as a whole on said date. The undivided interest appurtenant to each unit upon the filing of the first unit deed of conveyance in Phase II by Caroland, a Joint Venture, its successors or assigns, is as set out below.

<u>UNIT</u>	<u>VALUE</u>	<u>PROPORTIONATE INTEREST</u>
1A	\$180,000.00	.0144
1B	\$150,000.00	.0120
1C	\$175,000.00	.0140
1D	\$210,000.00	.0169
1E	\$230,000.00	.0184
1F	\$215,000.00	.0172
2A	\$180,000.00	.0144
2B	\$150,000.00	.0120
2C	\$175,000.00	.0140
2D	\$210,000.00	.0169
2E	\$230,000.00	.0184
2F	\$215,000.00	.0172
3A	\$160,000.00	.0128
3B	\$130,000.00	.0104
3C	\$155,000.00	.0124
3D	\$190,000.00	.0152
3E	\$210,000.00	.0169
3F	\$195,000.00	.0157
4A	\$160,000.00	.0128
4B	\$130,000.00	.0104
4C	\$155,000.00	.0124
4D	\$190,000.00	.0152
4E	\$210,000.00	.0169
4F	\$195,000.00	.0157
5A	\$140,000.00	.0112
5B	\$110,000.00	.0088
5C	\$135,000.00	.0108
5D	\$170,000.00	.0136
5E	\$190,000.00	.0152
5F	\$175,000.00	.0140
6A	\$140,000.00	.0112
6B	\$110,000.00	.0088
6C	\$135,000.00	.0108
6D	\$170,000.00	.0136
6E	\$190,000.00	.0152
6F	\$175,000.00	.0140
7A	\$140,000.00	.0112
7B	\$110,000.00	.0088
7C	\$135,000.00	.0108
7D	\$170,000.00	.0136
7E	\$190,000.00	.0152
7F	\$175,000.00	.0140
8A	\$140,000.00	.0112
8B	\$110,000.00	.0088
8C	\$135,000.00	.0108
8D	\$170,000.00	.0136
8E	\$190,000.00	.0152
8F	\$175,000.00	.0140

9A	\$160,000.00	.0128
9B	\$130,000.00	.0104
9C	\$1,000.00	.0124
9D	\$190,000.00	.0152
9E	\$210,000.00	.0169
9F	\$195,000.00	.0157
10A	\$160,000.00	.0128
10B	\$130,000.00	.0104
10C	\$155,000.00	.0124
10D	\$190,000.00	.0152
10E	\$210,000.00	.0169
10F	\$195,000.00	.0157
11A	\$180,000.00	.0144
11B	\$150,000.00	.0120
11C	\$175,000.00	.0140
11D	\$210,000.00	.0169
11E	\$230,000.00	.0185
11F	\$215,000.00	.0173
12A	\$180,000.00	.0144
12B	\$150,000.00	.0120
12C	\$175,000.00	.0140
12D	\$210,000.00	.0169
12E	\$230,000.00	.0184
12F	\$215,000.00	.0172

Common Element interests shown above have been rounded off to the nearest ten-thousandths of one percent. Interest appertaining to any unit can be determined more precisely by dividing the value of that unit by the value of all the units as those values are shown above.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

CONSENT TO MASTER DEED AMENDMENT

Isle of Palms Beach and Racquet Club Company, Inc.
as Mortgagee, hereby consents to the foregoing Master Deed
Amendment with attachments.

[Signature]
Edward B. Carr

Isle of Palms Beach and
Racquet Club Company, Inc.

by: *[Signature]*
its: *[Signature]*
by: *[Signature]*
its: Treasurer

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PERSONALLY appeared before me Michael J. Burkett and
made oath that he saw the within named Isle of Palms Beach and
Racquet Club Company, Inc., by Henry T. Finch, its President, and
by David B. Carr, its Treasurer, sign, seal and, as its act and
deed, deliver the within written Consent to Master Deed
Amendment, and that he with Edward P. Guizard, Jr., witnessed the
execution thereof.

[Signature]

SWORN to before me this 16th

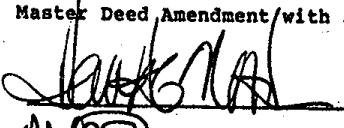

day of March 1982

[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires 8/87

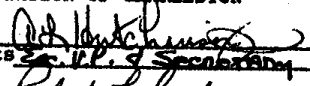

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

CONSENT TO MASTER DEED
AMENDMENT

First Federal Savings & Loan Association of Charleston,
South Carolina, as Mortgagee, hereby consents to the foregoing
Master Deed Amendment with attachments.

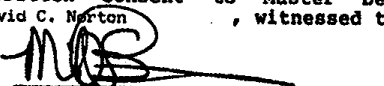



FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF CHARLESTON

By 
Its Exc. V.P. & Secretary
By 
Its Exc. V.P. & Treasurer

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me Michael J. Burkett
and made oath that he saw the within named First Federal Savings
& Loan Association of Charleston, by A. L. Hutchinson, Jr.
its Exc. V.P. & Secy., and by Robert L. Cale, its
Exc. V.P. & Treas., sign, seal and, as its act and
deed, deliver the within written Consent to Master Deed
Amendment, and that he with David C. Nerton, witnessed the
execution thereof.



SWORN to before me this 16th
day of March, 1982

 (SEAL)
Notary Public for South Carolina
My Commission Expires: 7/23/85

ARCHITECTS CERTIFICATE

The undersigned Gresham and Smith, Architects, authorized and licensed in the State of South Carolina, hereby certifies that the plans of Mariners II - Phase II of Mariner's Walk Horizontal Property Regime, attached to the Amendment of the Master Deed and marked Exhibit "E" fully and accurately and within reasonable construction tolerances depict the layout and dimensions of the buildings, Common Elements, Limited Common Elements and units as is shown thereon.

The undersigned architect further states that the condominium units as constructed and depicted on said plans are similar in design and construction as units constructed in the first phase of Mariner's Walk Horizontal Property Regime.

The foregoing shall not be deemed to be a warranty either express or implied and shall not alter the normal professional standard of care applicable to the services rendered by the undersigned.

IN WITNESS WHEREOF, Gresham and Smith, have caused these presents to be executed under seal this 16th day of March, 1982.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

GRESHAM AND SMITH

By [Signature]
Architect
S.C. Reg. No. 2370

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me David C. Norton
and made oath that (s)he saw the within named Gresham and Smith,
by the above named, sign, seal and as its act and deed, deliver
the within written Architects Certificate, and that (s)he with
Michael J. Burkett witnessed the execution thereof.

SWORN to before me this 16th
day of March, 1982

[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 1/21/84

EXHIBIT "G"

UNIT DESCRIPTION

Six buildings, each containing six residential apartments or dwellings, are located on Phase II land, (Exhibit "A" attached to this Amendment). For the purposes of the Act, and this Amendment to the Master Deed, the buildings are numbered as follows: the northwesternmost building is building number 6; the next building (attached to building number 6) to the east is number 5; the next building to the south is number 4; the next building (attached to building number 4) to the south is number 3; the next building to the southeast is number 1; and the next building (attached to building number 1) to the west is number 2.

Each building is attached to one other building and there are thus three groups of two buildings each. The buildings are attached side to side, the point of attachment being the same from group to group so that each group has the same exterior appearance as the adjacent group. The building groups are shown, within reasonable construction tolerance, on the Plot Plan, Exhibit "D" attached to and hereby incorporated by reference in this Amendment to the Master Deed.

Without regard to the group in which they occur, all buildings are or will be, within reasonable construction tolerances, identical. Each building is substantially rectangular in shape, has an open (no perimeter walls) crawl space and four floors of heated and cooled interior space. The first level or floor contains the lower level of a two-floor, two-bedroom dwelling; the lower level of a two-floor, one-bedroom dwelling; and a two-bedroom dwelling. The second level or floor contains the upper level of the dwelling immediately below plus the lower level of a two-floor, three-bedroom dwelling; the lower level of a three-floor, three-bedroom dwelling; and the lower level of an additional two-floor, three bedroom dwelling. The third level or floor contains the upper levels of the dwellings immediately below plus the second level of the three-floor, three-bedroom dwelling plus the unheated attic space of

the two-floor, two-bedroom dwellings. The fourth level or floor contains the third level of the three-floor, three-bedroom dwelling plus the unheated attic space over the two-level, three-bedroom dwellings. The unheated attic spaces contain mechanical systems.

The approximate total ground area covered by buildings is 0.8688 acres, there being approximately 3,154.34 square feet (0.0724 acres) under each building, including its porches and stairs. Within reasonable construction tolerances, the dimensions and area of a typical building are shown on the floor plans labelled Sheets 2 through 8 of Exhibit "E" attached to and hereby incorporated by reference in this Master Deed.

Each building is of wood frame construction with a wood girder system at the first level floor, driven wood pilings and connected by wood girders. Exteriors are of lapped cypress siding with cypress trim. Roof overhang soffits are of rough-sawn plywood. Stair rails, pickets, are of cypress. Other stair parts and porch and landing flooring are of pine. The exposed ceiling under the first level floor is finished in plywood. Roofing is asphalt composition shingle. Chimneys (one per building, each containing two flues) are encased in typical wood and have metal caps. The exterior of a typical building is shown on the elevations labelled Sheets 6 and 7 of Exhibit "E" attached to and hereby incorporated by reference in this Master Deed.

Each of the six buildings contains six residential apartments or dwellings, and each dwelling is designated for the purpose of any conveyance, lease or instrument affecting the title by number of the building in which it occurs and a letter (either A, B, C, D, E, or F) identifying the type of dwelling. The A dwelling is a two-level, two-bedroom townhouse; the B dwelling, a two-level, one-bedroom townhouse; the C dwelling, a one-level, two-bedroom flat; the D dwelling, a two-level, three-bedroom townhouse; the E dwelling, a three-level, two-bedroom townhouse; and the F dwelling, a two-level, three-bedroom townhouse.

Dwellings A, B, and C are accessible by steps to the first level of the building. Dwellings D, E and F are accessible by the open (unheated and uncooled) stairs rising from the ground levels to the second level. The location of the stairs and other Common Elements affording access to the dwellings is shown on the Exhibit "E" floor plans and elevations.

The bottom of structural member of the first floor level on each building is the following height above Mean Sea Level.

<u>BUILDING NUMBER</u>	<u>HEIGHT</u>
1	14.63
2	14.63
3	14.69
4	14.69
5	14.63
6	14.63

The crawl space level is not enclosed by perimeter walls but does have four (one for each dwelling in the building) unheated and uncooled stairs; one covered parking space for each dwelling and sidewalks and wood decks serving the stairs to each dwelling. The air conditioning compressors for each of the dwellings in the building are located on wooden platforms outside the building and such platforms and compressors are limited common elements to the unit they serve. The ceiling of the crawl space is insulated and the crawl space contains various water, electrical and sanitary waste lines.

The top of the subfloor of the first level of each building is approximately 15.0" above the Mean Sea Level.

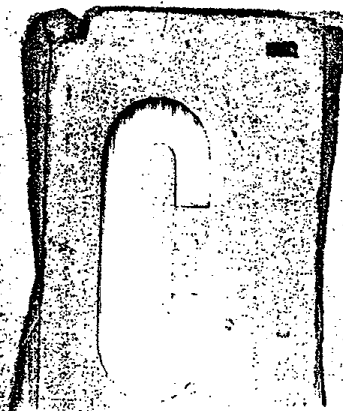
The A configuration dwelling is a two-bedroom townhouse with an entry hall off of which are a living/dining room, a kitchen, washer/dryer closet, a storage closet containing the water heater and a deck with a storage closet. The dwelling contains approximately 1,064 square feet of heated and cooled interior floor space, and the nominal height of the ceiling above the top of the subfloor is 8'1" except in the

living room where the ceiling has been raised to 9'0". Heating, ventilating, and air handling equipment are located in the attic space over the dwelling.

The B configuration dwelling is a one-bedroom townhouse with an entry hall off of which are a living/dining room, a kitchen, and a laundry closet. The ground level opens onto a rear decking which contains a storage closet. The dwelling contains approximately 829 square feet of heated and cooled interior floor space, and the nominal heights of the ceiling above the top of the subfloor is 8'1". The B configuration dwelling includes a closet on the ground level with heating, ventilating, air handling equipment and hot water heater.

The second level of the B configuration dwelling included the bedroom bathroom, and walk-in closet. The second level is located over the covered parking area directly in front of the second level of the A configuration dwelling. The floor plan of the second level of a typical building is shown on Sheet 3 of Exhibit "E".

The C configuration dwelling is a two-bedroom flat with an entry hall off of which is a living/dining room, a kitchen, a laundry closet, a storage closet with HVAC and water heater, and a smaller back hall off of which are two linen/storage closets, a bathroom, and two bedrooms. The bedrooms on the rear (pool side) have an additional bathroom and a walk-in closet. The rear bedroom and the living/dining room open onto a screened porch which contains a storage closet. The dwelling contains approximately 1,104 square feet of heated and cooled interior floor space, and the nominal height of the dwelling above the subfloor is 8'1".



The D configuration dwelling is a three-bedroom townhouse with an entry hall off of which are a living/dining room, a kitchen, a coat closet, a bathroom, and a bedroom with two closets. The living/dining room open onto an open deck on the pool side. Off of the living/dining room is a storage closet containing the water heater. The entry contains stairs leading to the upper level of the townhouse on the third level of the building. This level contains a hallway, a laundry closet, two bedrooms, two bathrooms and a storage closet. The dwelling contains approximately 1,386 square feet of heated and cooled interior floor space, and the nominal height of the ceiling above the subfloor is 8'1". The attic space directly over the dwelling contains the heating, ventilating and air-handling equipment. The floor plan of the third level of a building is shown on Sheet 4 of Exhibit "E".

The E configuration dwelling is a three-bedroom, three-level townhouse with an entry hall off of which are a living/dining room, a kitchen, a laundry closet, and a storage closet containing a water heater. In the living/dining room is a fireplace which has a chimney extending up through the top level of the dwelling and terminating in the chase on the top level sundeck. The living/dining room opens onto an open deck. The living/dining room contains stairs leading to the middle level of the townhouse and the third level of the building. This level contains a hallway, two bedrooms, two bathrooms, a storage closet and stairs leading to the top level of the townhouse and the fourth level of the building. Attic space above these two bedrooms contains a HVAC unit. The top level contains a landing, a bedroom with a closet, a bathroom and a sundeck accessible from the bedroom. The dwelling contains approximately 1,580 square feet of heated and cooled interior floorspace, and the nominal height of the ceiling above the subfloor is 8'1" except in the living room which has a portion of the ceiling at 17'0" and in the top level hallway which has a portion of the ceiling at 17'0". The floor plan of the fourth level of a building is shown on Sheet 5 of Exhibit "E".

The F configuration dwelling is a three-bedroom townhouse with an entry hall off of which are a living/dining room, a kitchen, a coat closet, a bathroom, and a bedroom with two closets. In the living/dining room is a fireplace with a chimney extending up through the top level of the dwelling and terminating in a chase on the roof. The living/dining room opens out on an open deck on the pool side. Off of the living/dining room is a storage closet containing the water heater. The entry contains stairs leading to the upper level of the townhouse on the third level of the building. This level contains a hallway, a laundry closet, two bedrooms, two bathrooms and a storage closet. The dwelling contains approximately 1,403 square feet of heated and cooled interior floor space, and the nominal height of the ceiling above the subfloor is 8'1". The HVAC unit for this unit is located in attic space area over bedroom number 3.

The Exhibit "E" floor plans show, within reasonable construction tolerances, the dimensions and area of the dwellings and of their precise location within the building.

Each dwelling unit encompasses and includes the space of that portion of the building designated as being a separate dwelling unit on the Exhibit "E" floor plans and bounded by:

1. the upper surface of all wood or concrete subflooring;
2. the interior surface of all wall studs, the unfinished inside surface of door and window frames, the unfinished exterior surface of doors leading to and from the dwellings, the exterior surface of windows and door glass; and
3. the unfinished lower surface of all ceiling joists and furred ceiling beams.

The dwelling consequently and further includes the following:

1. all skylight acrylic, and window and door glass and screen;
2. all exterior doors except for their finished exterior surface;
3. all gypsum wallboard;
4. all interior doors;
5. all interior paint and finishes, whether applied to floors, walls, ceilings, overhead beams, cabinets, or other woodwork and trim;
6. all carpet and sheet vinyl and related underlay;
7. all ceramic tile;
8. the fireplace and flue terminating at and excluding the chimney cap, and the tile on the fireplace surround and hearth;
9. all built-in cabinets and shelves;
10. all interior lighting fixtures;
11. all exhaust fans and their ducts;
12. the heating, ventilating and air conditioning system serving such dwelling exclusively;
13. all electric, telephone and other wiring and receptacles, switches, and breaker boxes contained in the floors, walls and ceilings bounding such dwelling and serving such dwelling exclusively;
14. all water, drain, sewer and vent pipes, and all conduits for wiring such dwelling exclusively;
15. the following appliances: range/oven with range hood, refrigerator/freezer with icemaker, dishwasher, garbage disposal unit, clothes washer and clothes dryer;
16. hot water heater and plumbing fixtures; and
17. smoke detector.

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1982 MAR 16 AM 9 25

ROBERT E. KING
REGISTER MESNE CONVEYANCE
CHARLESTON COUNTY, S.C.

Recorded this 16th day of MARCH 1982
On Property Record Card

Pauline L. Hoyer

Auditor Charleston County

TRAVEL
21 <i>FT</i>
DATE <u>3-17-82</u>
<u>604-12-00-164</u>
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