

544-658
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THIS MASTER DEED, made and entered into in the County of Horry, State of South Carolina, this 13th day of November, 1975, by MAISONS-SUR-MER, INC., a South Carolina corporation, hereinafter and in the Exhibits sometimes called the "Grantor".

WHEREAS, the Grantor is the owner in fee simple of certain land and premises located in the County of Horry, State of South Carolina and more particularly described on "EXHIBIT A" attached hereto and by this reference made a part hereof; and

WHEREAS, the Grantor is the owner of certain buildings and other improvements constructed upon the aforesaid premises, which property constitute a "condominium project" pursuant to Section 57-494, et seq., of the South Carolina Code, and it is the desire and intention of the Grantor to divide said property and the improvements thereon into condominiums to sell and convey the same subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens, hereinafter set forth, each of which is for the benefit of said property and the subsequent owner thereof; and

WHEREAS, in conformity with the requirements of Section 57-504 of the South Carolina Code, the Grantor has recorded, in Condominium Plat Book 1 at page 10, a plot plan showing the location of the building and the other improvements of the condominium project, a set of floor plans of the building showing graphically the dimension, area and relative location of each condominium apartment therein and the dimension, area and relative location of the common elements affording access to each such condominium apartment, which said plot plan and floor plans have been certified to by an engineer or architect authorized and licensed to practice his profession in the State of South Carolina, and which said plot plan and floor plans are hereinafter collectively referred to as the "Record Plat"; and

WHEREAS, the aforesaid Record Plat, consisting of 25 sheets is attached hereto and incorporated herein by this and other reference; and

WHEREAS, the Grantor desires and intends by the recitation of this Master Deed and the Exhibits and Attachments hereto, to submit the property described on "EXHIBIT A" attached hereto, together with improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, to the provisions of Section 57-494, et seq., of the South Carolina Code as a condominium project:

NOW, THEREFORE, the Grantor hereby declares that all of the property described on "EXHIBIT A" attached hereto, together with all improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved hypothecated and/or encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, including the provisions of the By-Laws of the association of co-owners of the condominium, attached hereto as "EXHIBIT I" and by this reference incorporated herein, all of which are declared and agreed to be in aid of a plan for improvements of said property, and the division thereof into condominiums, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Grantor, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including, without limitation except as herein stated, any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation.

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ARTICLE I

Section 1. Definitions. Unless the context shall plainly require otherwise, the following words when used in this Master deed and/or any and all exhibits hereto shall have the following meanings:

(a) "Unit", "Apartment", "condominium apartment" or "condominium unit" means a part of the condominium project intended for independent use, including an enclosed space consisting of one or more rooms occupying all or part of one or more floors in the building; provided, always, that any such unit has direct exit to a public street or to a common element leading to a public street.

The lower boundary of any such condominium unit in the project is a horizontal plane (or planes), the elevation of which coincides with the elevation of the upper surface of the unfinished concrete subfloor thereof, extended to intersect the lateral or perimetrical boundaries thereof. The upper boundary of any such condominium unit is a horizontal plane (or planes) the elevation of which coincides with the lower surface of the unfinished concrete ceiling thereof, to include the ceiling dry-wall, extended to intersect the lateral or perimetrical boundaries thereof. The upper boundary of any such condominium unit situate on the highest floor of the building, however, (Floor No. 24 is a horizontal plane (or planes), the elevation of which coincides with the unexposed upper surface of the ceiling dry-wall thereof, to include such ceiling dry-wall within such condominium unit, extended to intersect the lateral or perimetrical boundaries thereof. The lateral or perimetrical boundaries of any such condominium unit are vertical planes which coincide with the unexposed surfaces of the perimeter dry-wall thereof, to include the perimeter dry-wall, fireplaces, plenums, windows and doors thereof, extended to intersect the upper and lower boundaries thereof and to intersect the other lateral or perimetrical boundaries of the condominium unit.

Mechanical equipment and appurtenances located within any unit and designed or designated to serve only that unit, such as furnaces, appliances, range hoods, non-bearing partition walls, outlets, electrical receptacles and outlets, fixtures, cabinets and the like, shall be considered a part of the condominium unit.

(b) "Condominium project" or "the Project" means the property subject to this Master Deed, the building, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto.

(c) "Condominium" means the ownership of single units in the condominium project with common elements.

(d) "Owner" or "co-owner" means any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, which owns a condominium unit within the condominium project; provided, however, that any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation shall not be an owner solely on account of such security interest.

(e) "Council of Co-Owners" or "the Association" or "association of co-owners" or "the Corporation" means all of the co-owners as defined above, in association.

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(f) "Common elements" means both general common elements and limited common elements, as hereinafter defined, and shall include, in general, all portions of the condominium project not contained within the condominium units.

(g) "The Act" or "the Horizontal Property Act" means Section 57-494 through and including Section 57-523, South Carolina Code, and any amendments or supplements thereto which are enacted subsequent to the date hereof.

ARTICLE II

Section 1. Property Subject to Declaration. The real property which is, and shall be, held, conveyed, divided or subdivided, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to this Master Deed is located in the County of Horry, State of South Carolina, and is more particularly described on "EXHIBIT A" attached hereto and by this reference made a part hereof.

ARTICLE III

Section 1. The Condominium Units. The general description and number of each condominium unit, including its area, identifying number, location and such other data as may be necessary or appropriate for its identification, is set forth on the Record Plat, which Record Plat is attached hereto in conformity with the requirements of Section 57-504 of the Horizontal Property Act, incorporated herein and by this reference made a part hereof.

Section 2. General Common Elements. Except as otherwise set forth on the Record Plat, the general common elements shall mean and include at least the following:

(a) the real property described on "EXHIBIT A", attached hereto and made a part hereof; and

(b) the foundations, bearing walls, perimeter walls, main walls, footings, roofs, halls, columns, girders, beams, supports, corridors, lobbies, parking structures and/or parking areas not designated as limited common elements or as part of any condominium unit, stairways, and entrance or exit or communication ways; and

(c) the basements, roofs, yards, streets, storage lockers not designated as limited common elements, and gardens, except as otherwise provided; and

(d) the compartments or installations of central services such as power, light, gas, hot and cold water, central heating, compressors, coils, chillers and related equipment for air-conditioning, pumps, and the like, including, but in no way limited to, all pipes, ducts, flues, chutes, conduits, cables, wires and other utility lines; and

(e) the elevators, generators, boilers, garbage and trash receptacles and incinerators, or the like, and in general, all devices or installations existing for common use; and

(f) all other elements of the condominium project rationally of common use or necessary to its existence, upkeep and safety and, in general, all portions of the common elements not designated as limited common elements.

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Section 3. Limited Common Elements. The limited common elements include those designated as such on the Record Plat and such others as are agreed upon by all of the co-owners to be reserved for the exclusive use of a certain number of condominium units such as special corridors, stairways, sanitary services common to the condominium units of a particular floor, and the like. All areas designated on the Record Plat as a balcony, terrace, patio, storage locker, or the like, and designated thereon as limited common elements, are reserved for the exclusive use of the owners of the condominium unit or units to which they are adjacent or to which they are declared to be appurtenant by appropriate designation on the Record Plat.

ARTICLE IV

Section 1. Undivided Interest in Common Elements, etc. Each condominium unit shall have the same incidents as real property and the owner of any condominium unit shall hold the same in fee simple and shall have a common right to a share, with the other co-owners of an undivided fee simple interest in the common elements equivalent to the percentage representing the "value" of his condominium unit to the total "value" of all of the condominium units, and according to those basic values, the percentage appertaining to each condominium unit to the expenses of and rights in the common elements is set forth on "EXHIBIT C" attached hereto and by this reference made a part hereof. The percentage of the undivided interest in the common elements herein established shall have a permanent character and, except as herein elsewhere or in the Act provided, shall not be changed without the unanimous consent of the co-owners evidenced by an appropriate amendment to this Master Deed recorded among the Land Records for Horry County, South Carolina. The undivided interest in the common elements shall not be separated from the condominium unit to which it appertains and shall be deemed conveyed or encumbered with the condominium unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Section 2. Market Value. The "value" herein established for any condominium unit shall not fix the actual or market value of the condominium unit and shall not prevent the owner of any condominium unit, including the Grantor, from establishing a different circumstantial value for such condominium unit in all types of acts or contracts.

ARTICLE V

Section 1. Covenant Against Partition. The common elements, both general and limited, shall remain undivided. No owner of any condominium unit or any other person shall bring any action for partition or division thereof except as may be provided for in the Horizontal Property Act.

Section 2. Encroachments. If any portion of the common elements now encroaches upon any condominium unit, or if any condominium unit now encroaches upon any other condominium unit or upon any portion of the common elements, as a result of the construction or repair of the building, or if any such encroachment shall occur hereafter as a result of settlement or shifting of the building, or otherwise, a valid easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. In the event the building, any condominium unit, any adjoining condominium unit, or any adjoining common element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then reconstructed, encroachments of parts of the common elements upon any condominium unit or of any condominium unit upon any other condominium unit or upon any portion of the common elements due to such reconstructions, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

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For all purposes incident to the interpretation of deeds, the Record Plat and all other instruments of title relating to any condominium unit in the condominium project, the existing physical boundaries of any condominium unit constructed or reconstructed in book 544, page 663, with the original plans for the condominium project shall be conclusively presumed to be its boundaries, regardless of settling or lateral movement of the building and regardless of minor variations between the boundaries shown on the Record Plat and those of the building or any condominium unit.

Section 3. Easements. Each condominium unit shall be subject to an easement to the co-owners of all of the other condominium units to and for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables and wire outlets and utility lines of any kind and other common elements located within or accessible only from any particular condominium unit, and for support. Each of the sidewalks, paths, walks, lanes, driveways, paved areas, corridors, halls and roadways, shall be subject to an easement to the owners of all of the condominium units for reasonable and necessary pedestrian and vehicular ingress, egress and regress to and from the building and the storage areas.

ARTICLE VI

Section 1. Name. The name by which the condominium property regime is to be known shall be:

MAISONS-SUR-MER CONDOMINIUM

"HORIZONTAL PROPERTY REGIME"

ARTICLE VII

Section 1. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a condominium project. Enforcement of these covenants and restrictions and of the By-Laws attached hereto shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any condominium unit to enforce any lien created hereby; and the failure or forbearance by the association of co-owners or the owner of any condominium unit to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 3. Captions. The captions contained in this Master Deed are for convenience only and are not a part of this Master Deed and are not intended in any way to limit or enlarge the terms and provisions of this Master Deed.

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IN WITNESS WHEREOF, the said MAISONS-SUR-MER, INC., has on the
13th day of November, 1975, caused these presents to be executed
in its corporate name by Gerard M. LaVay, its President, attested by Robert J.
Harris, its Vice President and Secretary, and its corporate seal to be hereunto
affixed; and does hereby appoint the said Gerard M. LaVay its true and lawful
attorney-in-fact to acknowledge and deliver these presents as its act and deed.

Signed, Sealed and Delivered
in the Presence of:

[Signature]
[Signature]
[Signature]

MAISONS-SUR-MER, INC.

By: [Signature] (L. S.)
Gerard M. LaVay, President

By: [Signature] (L. S.)
Robert J. Harris, Vice President
and Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

PERSONALLY appeared before me [Signature], and
made oath that he was present and saw MAISONS-SUR-MER, INC. by Gerard M.
LaVay, its President, and Robert J. Harris, its Vice President and Secretary,
sign, seal, and as the corporate act and deed deliver the within Deed; and
that he with [Signature] witnessed the execution thereof.

[Signature]

Sworn to before me this
13th day of November, 1975.

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

My Commission Expires: 8-7-82

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That certain piece, parcel or tract of land situate, lying and being in Dogwood Nick Township, Horry County, South Carolina, shown as Tract 1A containing 4.33 acres, on that certain map of lands of Esther G. Dargan, et al., prepared by S. D. Cox Survyeors, Inc., by S. D. Cox, Jr., R.L.S., dated June 12, 1973, and revised June 20, 1973 and August 13, 1973, a copy of which map is recorded in the Office of the Clerk of Court for Horry County, South Carolina, reference to which is craved as forming a part and parcel hereof.

Tract 1A is more particularly described on said map as follows:

Commencing at a point on the southeastern margin of a road as shown on said map, being the northwestern corner of the tract herein described; thence South 31 degrees 40 minutes East 408.4 feet to a point; thence North 55 degrees 50 minutes East 418 feet to a point; thence North 31 degrees 40 minutes West 456.26 feet to a stake on the southern margin of a road as shown on said map (known as Shore Drive); thence along the southeastern margin of said road South 68 degrees 40 minutes West 53.15 feet to a point; thence a curve on a radius equal to 361.4 feet 180.81 feet to a point (the tieline being South 54 degrees 19 minutes West 178.93 feet); thence South 39 degrees 59 minutes West 197.9 feet to the beginning corner, containing 4.33 acres.

EXHIBIT B"

1. LAWS

MAISONS-SUR-MER CONDOMINIUM ASSOCIATION, INC.

"HORIZONTAL PROPERTY REGIME"

ARTICLE I

Name and Location

Section 1. Name and Location. The name of this Association is as follows:

MAISONS-SUR-MER CONDOMINIUM ASSOCIATION, INC.

"HORIZONTAL PROPERTY REGIME"

Its principal office is located at

211 Beatty Street
Conway, South Carolina 29526

ARTICLE II

Definitions

Section 1. Master Deed. "Master Deed", as used herein, means that certain Master Deed made the 15th day of September, 1975, by MAISONS-SUR-MER, INC., a corporation organized and existing under the laws of the State of South Carolina, pursuant to Section 57-494, et seq., South Carolina Code, hereinafter in these By-Laws sometimes referred to as the "Horizontal Property Act", by which certain described premises (including land) are submitted to a condominium property regime and which Master Deed is recorded among the Land Records for Horry County, South Carolina, immediately prior hereto and to which these By-Laws are appended as an Exhibit.

Section 2. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended all other terms used herein shall have the same meaning as they are defined to have in the Master Deed or in the Horizontal Property Act.

ARTICLE III

Membership

Section 1. Members. Every person, group of persons, corporation, trust or other legal entity, or any combination thereof, which owns a condominium unit within the condominium project shall be a member of the Association, provided, however, that any person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a member by reason only of such interest.

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Section 2. Membership Certificates. In the event the Board of Directors considers it necessary or appropriate to issue membership certificates or the like, then each such membership certificate shall state that the Association is organized under the laws of the State of South Carolina, the name of the registered holder or holders of the membership represented thereby, and shall be in such form as shall be approved by the Board of Directors. Membership certificates shall be consecutively numbered, bound in one or more books, and shall be issued therefrom upon certification as to the transfer of title to the condominium to which such membership is appurtenant. Every membership certificate shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary of the Association and shall be sealed with the seal of the Association, if any. Such signature and seal may be original or facsimile.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Association and alleged to have been destroyed or lost, upon the making of an affidavit of that fact by the person claiming the membership certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion, and as a condition precedent to the issuance thereof, require the registered holder or holders of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Association a bond in such sum as the Board of Directors may require as indemnity against any claim that may be made against the Association.

Section 4. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Association, each member of the Association shall be entitled to receive out of the assets of the Association available for distribution to the members an amount equal to that proportion of such assets which the value of his condominium bears to the value of the entire project, all as more fully provided in the Horizontal Property Act.

ARTICLE IV

Meeting of Members

Section 1. Place of Meeting. Meetings of the membership shall be held at the principal office of the place of business of the Association or at such other suitable place reasonably convenient to the membership as may from time to time be designated by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the members of the Association shall be held at such time as the Board of Directors shall determine but, in any event, within one hundred eighty (180) days after eighty percent (80%) of the condominium units in the project have been sold and title to the same has been conveyed, or within ninety (90) days following the first anniversary of the recording of the Master Deed, whichever shall first occur. Thereafter the annual meetings of the members of the Association shall be held on the 2nd Wednesday of May each succeeding year. At such meeting there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of Section 5 of Article V of these By-Laws. The members may also transact such other business of the Association as may properly come before them.

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Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by members representing at least thirty-five percent (35%) of the total value of the project having been presented to the Secretary; provided, however, that, except upon resolution of the Board of Directors, no special meeting shall be called prior to the first annual meeting of members as hereinabove provided for. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as specifically stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or otherwise cause the delivery of 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 of record, at his address as it appears on the membership books of the Association, or if no such address appears, at his last known place of address, or at his condominium unit, at least ten (10) but not more than ninety (90) days prior to such meeting. Notice by either such method shall be considered as notice served and proof of such notice shall be made by the affidavit of the person giving such notice. Attendance by a member at any annual or special meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof. Notice of any annual or special meeting may also be waived, in writing, by any member, either prior to or after any such meeting. It shall be the duty of the Association to maintain a current roster of names and addresses of each of the members to which notice of meetings of the members of the Association shall be sent. Each member shall, from time to time, notify the Secretary in writing, of his current mailing address. Any notice forwarded to such address as it appears on the books of the Association shall be considered sufficient.

Section 5. Quorum. The presence, either in person or by proxy, of members representing at least fifty-one percent (51%) of the total value of the condominium project shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members.

Section 6. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Voting. The percentages established in "EXHIBIT C" to the Master Deed shall be applicable to voting rights. At every meeting of the members, each of the members shall have the right to cast his vote based upon the percentage established in "EXHIBIT C" of the Master Deed for each membership which he owns on each question. The vote of the members representing fifty-one percent (51%) of the total value of the condominium project, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of The Horizontal Property Act or of the Articles of Incorporation of the Association (if any), or of the Master Deed or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the members are unable to agree on the manner in which the vote for such membership shall be

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cast on any particular question, then such vote shall not be counted for purposes of deciding the question. In the event any condominium unit is owned by a corporation, then the vote for the membership appurtenant to such condominium unit shall be cast by a person designated in a certificate signed by the President or any Vice President and attested by the Secretary or an Assistant Secretary of such corporation and filed with the Secretary of the Association prior to the meeting. Any such certificate shall remain valid until revoked or superseded in writing. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors who is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association.

Section 8. Proxies. A member may appoint any other member, his tenant or the Grantor or the Management Agent as his proxy. In no case may any member (except the Grantor or the Management Agent) cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors before the appointed time of each meeting. Unless limited by its terms, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary or by the death of the member.

Section 9. Rights of Mortgagees. Any institutional mortgagee of any condominium unit in the condominium project who desires notice of the annual and special meetings of the members shall notify the Secretary to that effect by Registered Mail-Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings of the members should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the members to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations as are provided in Section 4 of this Article for notice to the members. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the members and such representative may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the members present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the members of the Association upon request made in writing to the Secretary.

Section 10. Order of Business. The order of business at all annual meetings of the members of the Association shall be as follows:

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of minutes of preceding meeting.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Election or appointment of inspectors of election.

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- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

In the case of special meetings, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

ARTICLE V

Directors

Section 1. Number and Qualification. The affairs of the Association shall be governed by the Board of Directors composed of an uneven number of at least three (3) natural persons and not more than nine (9) natural persons, a majority of whom (after the first annual meeting of members hereinabove provided for) shall be members of the Association. Within the limitations imposed by this Section, the number of Directors shall be determined by a vote of the membership at the first annual meeting of members and may thereafter be changed by a vote of the members at any subsequent annual meeting of members; provided, however, that the term of any Director previously elected to the Board of Directors (including any Director named to fill the unexpired term of any Director previously elected) shall not be shortened by any such vote of the members.

Section 2. Initial Directors. The initial Directors shall be selected by the Grantor and need not be members of the Association. The names of the Directors who shall act as such from the date upon which the Master Deed is recorded among the Land Records for Horry County, South Carolina, until the first annual meeting of the members or until such time as their successors are duly chosen and qualified are as follows:

Gerard M. LaVay, Robert J. Harris and Douglas G. LaVay

Section 3. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and the condominium project and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

To provide for the

(a) care, upkeep and surveillance of the condominium project and its general and limited common elements and services in a manner consistent with law and the provisions of these By-Laws and the Master Deed; and

(b) establishment, collection, use and expenditure of assessments and/or carrying charges from the members and for the assessment and/or enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Master Deed; and

(c) designation, hiring and/or dismissal of the personnel necessary for the good working order of the condominium project and for the proper care of the common elements and to provide services for the project in a manner consistent with law and the provisions of these By-Laws and the Master Deed; and

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(d) promulgation and enforcement of such rules and regulations and such restrictions on or requirements as may be deemed proper respecting the use, occupancy and maintenance of the project and the use of the general and limited common elements as are designated to prevent unreasonable interference with the use and occupancy of the condominium project and of the general and limited common elements by the members, all of which shall be consistent with law and the provisions of these By-Laws and the Master Deed; and

(e) authorization, in their discretion, of the payment of patronage refunds from residual receipts when and as reflected in the annual report; and

(f) to enter into agreements whereby the Association acquires leaseholds, memberships and/or other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the members of the Association and to declare expenses incurred in connection therewith to be common expenses of the Association; and

(g) to purchase insurance upon the condominium project in the manner provided for in these By-Laws; and

(h) to repair, restore or reconstruct all or any part of the condominium project after any casualty loss in a manner consistent with the provisions of these By-Laws and to otherwise improve the condominium project; and

(i) to lease, grant licenses, easements, rights-of-way and other rights of use in all or any part of the common elements of the condominium project; and

(j) to purchase condominium units in the condominium project and to lease, mortgage or convey the same, subject to the provisions of these By-Laws and the Master Deed; and

(k) to appoint the members of the Architectural and Environmental Control Committee provided for in Article XI of these By-Laws.

Section 4. Management Agent. The Board of Directors shall employ for the Association a management agent (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. The Association shall not undertake "self-management" or otherwise fail to employ a professional management agent without the prior written approval of all of the institutional holders of all first mortgages on the condominium units in the project.

Section 5. Election and Term of Office. The term of the Directors named herein shall expire when their successors have been elected at the first annual meeting of members and are duly qualified. The election of Directors shall be by ballot, unless balloting is dispensed with by the unanimous consent of the members present at any meeting, in person or by proxy. There shall be no cumulative voting. At the first annual meeting of the members, the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the Director receiving the second greatest number of votes shall be fixed for two (2) years and the term of office of the other Director or Directors shall be fixed for one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. In the alternative, the membership may, by resolution duly made and adopted at the first annual meeting of members, or at any subsequent annual meeting, elect to

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fix the term for each Director elected at such meeting at one (1) year. Directors shall hold office until their successors have been elected and hold their first annual meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the members at the next annual meeting to serve out the unexpired portion of the term.

Section 7. Removal of Directors. At an annual meeting of members, or at any special meeting duly called for such purpose (but only at or after the first annual meeting of members, as hereinabove provided for) any Director may be removed with or without cause by the affirmative vote of the majority of the entire membership of record and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. The term of any Director who becomes more than sixty (60) days delinquent in payment of any assessments and/or carrying charges due the Association may be terminated by resolution of the remaining Directors and the remaining Directors shall appoint his successor as provided in Section 6 of this Article.

Section 8. Compensation. No compensation shall be paid to Directors for their services as Directors. After the first annual meeting of the members, no remuneration shall be paid to any Director who is also a member of the Association for services performed by him for the Association in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before such services are undertaken. Directors may be reimbursed for their out-of-pocket expenses necessarily incurred in connection with their services as Directors.

Section 9. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present at such first meeting.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third (1/3) of the Directors.

Section 12. Waiver of Notice. Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at any 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 14. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 15. Rights of Mortgagees. Any institutional mortgagee of any condominium unit in the condominium project who desires notice of the regular and special meetings of the Board of Directors shall notify the Secretary to that effect by Registered Mail-Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the regular and special meetings of the Board of Directors should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each regular or special meeting of the Board of Directors to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations as are otherwise provided in this Article for notice to the members of the Board of Directors. Any such institutional mortgagee shall be entitled to designate a representative to attend any regular or special meeting of the Board of Directors and such representatives may participate in the discussion at any such meeting and may, upon his request, made to the Chairman in advance of the meeting, address the members of the Board of Directors present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Board of Directors upon request made in writing to the Secretary.

Section 16. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association regularly handling or otherwise responsible for funds of the Association shall furnish adequate fidelity bonds. In the alternative, the Association may purchase a policy or policies of insurance commonly known as "Employee Dishonesty Insurance"; provided, however, that no Officer or Director of the Association shall be excluded by the terms of such policy or policies from the protection provided thereby solely by reason of the fact that such Officer or Director may serve the Association without compensation. The premiums on all such bonds and/or insurance shall be paid by the Association as a common expense.

ARTICLE VI

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Officers

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. Prior to the first annual meeting of members, the officers of the Association need not be members of the Association. Thereafter, except for the President, the officers of the Association need not be members of the Association. The Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including, but not limited to, the power to appoint such committees from among the membership from time to time as he may, in his discretion, decide are appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also assist the President generally and shall perform such other duties as shall from time to time be delegated to him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association. The Secretary shall give notice of all annual and special meetings of members in conformity with the requirements of these By-Laws. The Secretary shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct and he shall, in general, perform all of the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for funds and securities of the Association and shall be responsible for keeping, or causing to be kept, full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for causing the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VII

Liability and Indemnification of Officers and Directors

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every Officer and Director of the Association against any

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and all expenses, including counsel fees, reasonably incurred by or imposed upon any Officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association) to which he may be made a party by reason of being or having been an Officer or Director of the Association, whether or not such person is an Officer or Director of the Association, at the time such expenses are incurred. The Officers and Directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, or bad faith. The Officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association or the condominium project (except to the extent that such Officers or Directors may also be owners of the condominium units) and the Association shall indemnify and forever hold each such Officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be in addition to and not exclusive of any other rights to which any Officer or Director of the Association, or former Officer or Director of the Association, may be entitled.

No person shall be liable to the Association for any loss or damage suffered by the Association on account of any action taken or omitted to be taken by such person as an Officer or Director of the Association, in good faith, if such person either:

(a) relied upon financial statements of the Association represented to him or her to be correct by any Officer or agent of the Association having charge of its books of account or stated in a written report by an independent Public or Certified Public Accountant, or firm of such accountants, fairly to reflect the financial condition of the Association; or

(b) relied upon the written advice of legal counsel for the Association.

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association and the condominium project. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm or association (including the Grantor) in which one or more of the Directors of this Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(a) the fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) the fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) the contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

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Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE VIII

Management

Section 1. Management and Common Expenses. The Association, acting by and through its Board of Directors, shall manage, operate and maintain the condominium project and, for the benefit of the condominium units and the owners thereof, shall enforce the provisions hereof and shall pay out of the common expense fund hereinelsewhere provided for, at least the following:

(a) the cost of providing water, sewer, garbage and trash collection and electrical, gas and other necessary utility services for the common elements and, to the extent that the same are not separately metered or billed to each condominium unit, for the condominium units; and

(b) the cost of fire and extended liability insurance on the condominium project and the cost of such other insurance as the Association may effect; and

(c) the cost of the services of a person or firm to manage the project to the extent deemed advisable by the Association consistent with the provisions of these By-Laws, together with the services of such other personnel as the Board of Directors of the Association shall consider necessary for the operation of the condominium project; and

(d) the cost of providing such legal and accounting services as may be considered necessary by the Board of Directors for the operation of the condominium project; and

(e) the cost of roof repairs and maintenance, service, repairs and replacement of equipment for central services, the maintenance of paved areas and, in general but without limitation, the cost of painting, maintaining, replacing, repairing and landscaping the common elements and such furnishings and equipment for the common elements as the Board of Directors shall determine are necessary and proper, and the Board of Directors shall have the exclusive right and duty to acquire the same; provided, however, that nothing herein contained shall require the Association to paint, repair, replace, or otherwise maintain the interior of any condominium unit or any fixtures, appliances, equipment or the like located therein; and

(f) the cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the condominium project; provided, however, that if any of the aforementioned are provided or paid for the benefit of a particular condominium unit or units, the cost thereof shall be specially assessed to the owner or owners thereof in the manner provided in subsection (g) of Section 1 of this Article; and

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(g) the cost of the maintenance or repair of any condominium unit in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the common elements or to preserve the appearance or value of the condominium project, or otherwise in the interest of the general welfare of all owners of the condominium units; provided, however, that, except in cases involving emergencies or manifest danger to safety of person or property, no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the owner of the condominium unit proposed to be maintained and provided further, that the cost thereof shall be assessed against the condominium unit on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then owner of said condominium unit at which time the assessment shall become due and payable and a continuing lien and obligation of said owner in all respects as provided in Article IX of these By-Laws; and

(h) any amounts necessary to discharge any lien or encumbrance levied against the condominium project, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the common elements rather than the interest of the owner of any individual condominium unit.

Section 2. Association as Attorney-in-Fact. The Association is hereby irrevocably appointed as attorney-in-fact for the owners of all of the condominium units in the project, and for each of them, to manage, control and deal with the interests of such owners in the common elements of the project so as to permit the Association to fulfill all of its powers, functions and duties under the provisions of the Horizontal Property Act, the Master Deed and the By-Laws, and to exercise all of its rights thereunder and to deal with the condominium project upon its destruction and/or the proceeds of any insurance indemnity as hereinafter provided. The foregoing shall be deemed to be a power of attorney coupled with an interest and the acceptance by any person or entity of any interest in any condominium unit shall constitute an irrevocable appointment of the Association as attorney-in-fact as aforesaid.

Section 3. Management Agent. The Association may by contract in writing delegate any of its ministerial duties, powers or functions to the Management Agent. The Association and the Board of Directors shall not be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated.

Section 4. Duty to Maintain. Except for maintenance requirements herein imposed upon the Association, if any, the owner of any condominium unit shall, at his own expense, maintain the interior of his condominium unit and any and all equipment, appliances or fixtures therein situate, and its other appurtenances (including, without limitation, any balcony, terrace, fenced area, courtyard, patio or the like appurtenant to such condominium unit and designated herein or in the Master Deed or the Record Plat as a limited common element reserved for exclusive use by the owner of that particular condominium unit and including all mechanical equipment and appurtenances located outside such units which are designed, designated or installed to serve only that unit), in good order, condition and repair, free and clear of ice and snow, and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his condominium unit and such appurtenances. In addition to the foregoing, the owner of any condominium unit shall, at his own expense, maintain, repair, replace any plumbing and electrical fixtures, water heat-

ers, fireplaces, plenums, heating and air-conditioning equipment, lighting fixtures, refrigerators, freezers, trash compactors, dishwashers, clothes washers, clothes dryers, disposals, ranges, range hoods, and/or other equipment that may be in or declared to be appurtenant to such condominium unit. The owner of any condominium unit shall also, at his own expense, keep any other limited common elements which may be appurtenant to such condominium unit and reserved for his exclusive use in a clean, orderly and sanitary condition.

Section 5. Windows and Doors. The owner of any condominium unit shall, at his own expense, clean and maintain the interior surfaces of all windows of such condominium unit and shall at his own expense, clean and maintain both the interior and exterior glass surfaces of all glass entry doors of the condominium unit, including the interior and exterior surfaces of any door leading to any balcony, deck, terrace, fenced area, courtyard, patio or the like appurtenant to such condominium unit and designated herein or in the Master Deed or the Record Plat as a limited common element reserved for the exclusive use by the owner of that particular condominium unit. The exterior surfaces of all other entry doors shall be cleaned and maintained at common expense in accordance with a schedule determined by the Board of Directors and the interior surfaces thereof shall be cleaned and maintained by and at the expense of the individual condominium unit owners.

Section 6. Access at Reasonable Times. For the purpose solely of performing any of the repairs or maintenance required or authorized by these By-Laws, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Association, through its duly authorized agents or employees, shall have the right, after reasonable efforts to give notice to the owner or occupant, to enter any condominium unit at any hour considered to be reasonable under the circumstances.

Section 7. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights-of-way for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities to the condominium project as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the common elements or for the preservation of the health, safety, convenience and/or welfare of the owners of the condominium units or the Grantor.

Section 8. Limitation of Liability. The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from electricity, water, snow or ice which may leak or flow from any portion of the common elements or from any wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the owner of any condominium unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the common elements. No diminution or abatement of common expense assessments, as hereinelsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements, or to any condominium unit, or from any action taken by the Association to comply with any law or ordinance or with the order or directive of any municipal or other governmental authority.

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ARTICLE IX

Assessment and Carrying Charges BOOK 544 PAGE 678

Section 1. Annual Assessments and Carrying Charges. Each member shall pay to the Association, in advance, a monthly sum (hereinafter sometimes referred to as "assessments" or "carrying charges") equal to one-twelfth (1/12) of the member's proportionate share (determined in accordance with the percentage of common expenses and rights in the common elements of the condominium project set forth on "EXHIBIT C") of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following:

(a) the cost of all operating expenses of the condominium project and services furnished, including charges by the Association for facilities and services furnished by it; and

(b) the cost of necessary management and administration, including fees paid to any Management Agent; and

(c) the amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and

(d) the cost of fire and extended liability insurance on the project and the cost of such other insurance as the Association may effect; and

(e) the cost of furnishing water, electricity, heat, gas, garbage and trash collection and/or other utilities, to the extent furnished by the Association; and

(f) the cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or a reserve for replacements; and

(g) the estimated cost of repairs, maintenance and replacements of the condominium project to be made by the Association.

The Board of Directors shall determine the amount of the assessments at least annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of both the Board of Directors and of the members representing at least fifty-one per cent (51%) of the total value of the condominium project, installments of annual assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis hereinabove provided for.

The Board of Directors of the Association shall make reasonable efforts to fix the amount of the assessment against each condominium unit for each annual assessment period at least thirty (30) days in advance of the commencement of such period and shall, at that time, prepare a roster of the membership and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner upon reasonable notice to the Board.

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Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any annual assessment period, to fix assessments for that or the next such period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof for that or any subsequent assessment period; but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common elements or by abandonment of any condominium unit belonging to him.

Section 2. Budget. The Board of Directors, with the assistance and counsel of the Management Agent, shall prepare and adopt a budget for each annual assessment period which shall include estimates of the funds required by the Association to meet its annual expenses for that period. The budget herein required to be prepared and adopted by the Board of Directors shall be in a format consistent with the classification of the accounts of the Association, as hereinafter in these By-Laws provided for, and shall provide for sufficient estimates, on a monthly basis, to permit comparison to and analysis of deviations from the various periodic reports of the actual results of operations and the actual financial condition of the Association, on both a current basis and for prior corresponding periods, all in accordance with generally accepted accounting practices, consistently applied. Copies of the budget shall be available for examination by the members and by their duly authorized agents and attorneys, and to the institutional holder of any first mortgage on any condominium unit in the condominium project and by their duly authorized agents and attorneys during normal business hours and for purposes reasonably related to their respective interests.

Section 3. Special Assessments. In addition to the regular assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the condominium project, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate, providing that any such assessment shall have the assent of the members representing two-thirds (2/3) of the total value of the condominium project. A special meeting of the members shall be duly called for this purpose, written notice of which shall be sent to all members at least ten (10) days but not more than ninety (90) days in advance of such meeting which notice shall set forth the purpose of the meeting.

Section 4. Reserve for Replacements. The Association shall establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense. Such fund shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purpose of effecting the replacements of the common elements and equipment of the project and for operating contingencies of a non-recurring nature. The amounts required to be allocated to the reserve for

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replacements may be reduced or eliminated, by appropriate resolution of the Board of Directors, upon the accumulation in such reserve for replacements of a sum equal to twenty percent (20%) of the full replacement value of the condominium project as such full replacement value is annually determined by the Board of Directors for casualty insurance purposes. The proportionate interest of any owner in any reserve for replacements shall be considered ~~544~~ ⁶⁸⁰ part of his condominium unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the condominium unit to which it appertains and shall be deemed to be transferred with such condominium unit.

Section 5. Non-Payment of Assessment. Any assessment levied pursuant to the Master Deed or these By-Laws, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the condominium unit or units belonging to the member against whom such assessment is levied and shall bind such condominium unit or units in the hands of the then owner, his heirs, devisees, personal representatives and assigns, all in accordance with the provisions of Section 57-514 of the Horizontal Property Act. The personal obligations of the member to pay such assessment shall, however, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to the Master Deed or these By-Laws, or any installment thereof, may be maintained without foreclosing or waiving the lien herein and by the aforesaid statute created to secure the same.

Any assessment levied pursuant to the Master Deed or these By-Laws, or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed six percent (6%) per annum and may, by resolution of the Board of Directors, subject the member obligated to pay the same to the payment of such penalty or "late charge" as the Board may fix, and the Association may bring an action at law against the member personally obligated to pay the same, or foreclose the lien against the condominium unit or units then belonging to said member in the manner now or hereafter provided for the foreclosure of mortgages, deeds of trust or other liens on real property in the State of South Carolina containing powers of sale, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, costs and reasonable attorneys' fees of not less than twenty percent (20%) of the sum claimed shall be added to the amount of each assessment. Suit for any deficiency following foreclosure may be maintained in the same proceeding and a suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. The Association shall notify the holder of the first mortgage on any condominium unit for which any assessment levied pursuant to the Master Deed or these By-Laws becomes delinquent for a period in excess of thirty (30) days, and the Association shall notify the holder of the first mortgage on any condominium unit with respect to which any other default in any of the provisions of the Master Deed or these By-Laws remains uncured for a period of thirty (30) days after notice of such default to the owner of such condominium unit. Any failure to give any such notice shall not affect the validity of the lien for any assessment levied pursuant to the Master Deed or these By-Laws.

In the event any proceeding to foreclose the lien for any assessment due the Association pursuant to this Article is commenced with respect to any condominium unit or units in the condominium project, then the owner of such condo-

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minium unit or units, upon resolution of the Board of Directors shall be required to pay a reasonable rental for such unit or units, and the Association shall be entitled to the appointment of a receiver to collect the same.

The Board of Directors may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association, including any installment thereof which becomes delinquent, in any prominent location within the condominium project.

Section 6. Assessment Certificates. The Association shall, upon demand at any time, furnish to any member liable for any assessment levied pursuant to these By-Laws (or any other party legitimately interested in the same) a certificate in writing signed by an officer or agent of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any installment of any assessment therein stated to have been paid. A charge not to exceed Thirty Dollars (\$30.00) may be levied in advance by the Association for each certificate so delivered, except that no charge shall be levied against any mortgagee of any condominium unit in the project who requests such a certificate.

Section 7. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to the Master Deed and/or these By-Laws, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 8. Priority of Lien. The lien established by this Article and by Section 57-514 of The Horizontal Property Act shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

- (a) general and special assessments for real estate taxes on the condominium unit; and
- (b) the liens of any bona fide deeds of trust, mortgage instruments or encumbrances duly recorded on the condominium unit.

Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these By-Laws upon any condominium unit in the project shall be subordinate to, and shall in no way affect the rights of the holder of any indebtedness secured by any recorded first mortgage (meaning a mortgage with priority over other mortgages) upon such interest made in good faith and for value received; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such condominium unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser at such sale of the condominium unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which said lien, if any, claimed shall have the same effect and may be enforced in the same manner as provided in these By-Laws. In the event any mortgagee of any condominium unit or any other purchaser of a condominium unit obtains title to a condominium unit at a foreclosure sale, such person shall not be liable for assessments for common expenses by the Association made upon such condominium unit and accruing subsequent to the date of recordation of the mortgage which is the subject matter of such foreclosure sale and prior to the acquisition of title to such condominium unit by such mortgagee or other person. Any such unpaid assessment shall be deemed to be common expenses of the Association in the manner

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provided in Section 57-514(b) of The Horizontal Property Act. 682

No amendment to this Section shall affect the rights of the holder of any such mortgage (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or of the indebtedness secured thereby) shall join in the execution of such amendment.

The Board of Directors may, in its sole and absolute discretion, extend the provisions of this Section to the holders of 544 mortgages 682 or the indebtedness secured thereby) not otherwise entitled thereto.

Section 9. Additional Default. Any recorded first mortgage secured on a condominium unit in the project shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to the Master Deed or these By-Laws, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby). Such mortgages shall also provide that, in the event of any default thereunder, the mortgagee shall have the right, at its option exercised by notice in writing to the mortgagor and the Secretary, to cast the votes appurtenant to the condominium unit which is security for the repayment of the mortgage debt at all meetings of the unit owners. Failure to include such provisions in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such mortgage (or the indebtedness or note secured thereby) by reason of Section 8 of this Article shall not be altered, modified, or diminished by reason of any such failure.

Section 10. Definition. As used in these By-Laws, the term "mortgage" shall include deed of trust and the term "holder" or "mortgagee" shall include the party secured by any deed of trust or any beneficiary thereof.

ARTICLE X

Use Restrictions

Section 1. Residential Use. Except for such condominium units as may be designated in the Master Deed or on the Record Plat for commercial purposes, if any, and except for such temporary non-residential uses as may be permitted by the Board of Directors from time to time, condominium units shall be used for private residential purposes exclusively. Nothing in this Section, or elsewhere in these By-Laws, shall be construed to prohibit the Grantor from the use of any condominium units which the Grantor owns for promotional or display purposes, as "model apartments", a sales office or from leasing any unit or units which the grantor owns except that Grantor shall nevertheless be bound by the provisions of Section 2 of this Article. Nothing contained in this Section, or elsewhere in these By-Laws, shall be construed to prohibit the owner of any condominium unit from leasing any such unit for any term and leases for recreation or vacation purposes shall be considered residential uses within the meaning of this Section; provided, however, that the members shall nevertheless be bound by the provisions of Section 2 of this Article.

Section 2. Leasing. No portion of any condominium unit (other than the entire unit) shall be leased for any period. Any owner of any condominium unit who shall lease such unit shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors and to the Manager. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the condominium unit shall be subject and subordinate in all respects to the provisions of the Master Deed and these By-Laws and to such other reasonable rules and regulations

relating to the use of the common elements, or other "house rules", as the Board of Directors may from time to time promulgate. The provisions of this subsection shall not apply to any institutional mortgagee of any condominium unit who comes into possession of the unit by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, or deed in lieu of foreclosure.

Section 3. Prohibited Uses and Nuisances. Except for the activities of the Grantor and its agents in connection with the original construction of the condominium project, and except as may be reasonable and necessary in connection with the maintenance, improvement, repair or reconstruction of any portion of the condominium project by the Association:

(a) no noxious or offensive trade or activity shall be carried on within the project or within any condominium unit situate thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other owners. No nuisances shall be permitted within the condominium project, nor shall any use or practice be permitted which is or becomes a source of annoyance to the members or which interferes with the peaceful use and possession thereof by the members.

(b) there shall be no obstruction of any common elements. Nothing shall be stored upon any common elements, excepting those areas designated for storage of personal property by the owners of the condominium units.

(c) nothing shall be done or maintained in any condominium unit or upon any common elements which will increase the rate of insurance on any condominium unit or the common elements, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any condominium unit or upon common elements which would be in violation of any law. No waste shall be committed upon any common elements.

(d) no structural alteration, construction, addition or removal of any condominium unit or common elements shall be commenced or conducted except in strict accordance with the provisions of these By-Laws.

(e) the maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any condominium unit or upon any common elements, except that this shall not prohibit the keeping of a small, orderly dog, cat and/or caged birds as domestic pets provided that they are not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted upon the common areas of the condominium project unless accompanied by an adult and unless they are carried or leashed. Any member who keeps or maintains any pet upon any portion of the condominium project shall be deemed to have indemnified and agreed to hold the Association, each of its members and the Grantor and Management Agent free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the condominium project. All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law. The Board of Directors shall have the right to order any person whose pet is a nuisance, to remove such pet from the premises and the Board of Directors, after affording the right to a hearing to the member affected, shall have the exclusive authority to declare any pet a nuisance.

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(f) except for such signs as may be posted by the Grantor or the Association for promotional or marketing purposes, traffic control or the like, no signs of any character shall be erected, posted or displayed upon, in, from or about any condominium unit or common elements without the prior consent in writing of the Board of Directors and under such conditions as they may establish. The provisions of this subsection shall not be applicable to the institutional holder of any first mortgage which comes into possession of any condominium unit by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or other proceeding. Signs of a size, type, material and character approved by the Board of Directors or by the Architectural and Environmental Control Committee, shall be permitted to be maintained in connection with any condominium unit which may be designated on the Master Deed or on the Record Plat for commercial purposes, if any.

(g) except as hereinelsewhere provided, no junk vehicle or other vehicle on which current registration plates are not displayed, trailer, truck, camper, camp truck, house trailer, boat or the like shall be kept upon any of the general common elements, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any of the common elements or within or upon any parking unit.

(h) no burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted within any condominium unit or upon any common elements. Trash and garbage containers shall not be permitted to remain in public view, except on days of collection. All refuse shall be deposited with care in containers or trash chutes designated for such purpose during such hours as may from time to time be designated by the Board of Directors.

(i) no structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any common elements at any time. Outdoor clothes dryers or clothes lines shall not be maintained upon any common elements at any time. No clothing, laundry or the like shall be hung from any part of any condominium unit or upon any of the common elements or from or upon any balcony or patio.

(j) no outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any condominium unit or upon any common elements without the prior written consent of the Board of Directors.

(k) nothing shall be stored upon any balcony or patio nor shall the cooking or preparation of food be permitted upon any balcony or upon any other portion of the general common elements of the project, except with the consent of the Board of Directors.

(l) In order to preserve the harmony of the exterior design of the condominium project, all drapery liners shall be of a uniform color and material as designated, from time to time, by the Board of Directors or the Architectural and Environmental Control Committee. Drapery liners installed in any condominium unit shall be maintained and periodically replaced at the expense of the owner of such unit and not at common expense.

(m) no member shall engage or direct any employee of the Association on any private business of the member during the hours such employee is employed by the Association nor shall any member direct, supervise or in any manner attempt to assert control over any employee of the Association.

(n) there shall be no violation of any rules for the use of the common elements, or other "house rules", including (without limitation) rules respecting the use of the beach areas, which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in these By-Laws authorized to adopt such rules.

ARTICLE XI

Architectural and Environmental Control

Section 1. Architectural and Environmental Control Committee. Except for the original construction of the condominium units situate within the project by the Grantor and any improvements to any condominium unit or to the common elements accomplished concurrently with said original construction, and except for purposes of proper maintenance and repair or as otherwise in these By-Laws provided, it shall be prohibited for any unit owner to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping features, walls, aeri-als, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any condominium unit or upon any of the common elements within the project or to combine or otherwise join two or more condominium units, or to partition the same after combination, or to remove or alter any windows or exterior doors of any condominium unit, or to make any change or alteration within any condominium unit which will alter or impair the structural integrity of the building or otherwise affect the property, interest or welfare of any other unit owner, materially increase the cost of operating or insuring the condominium project or impair any easement, until the complete plans and specifications, showing the location the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change (including, without limitation, any other information specified by the Board of Directors or its designated committee) shall have been submitted to and approved in writing as to safety, the effect of any such alterations on the costs of maintaining and insuring the condominium project and harmony of design, color and location in relation to surrounding structures and topography, by the Declarant and by the Board of Directors of the Association, or an Architectural and Environmental Control Committee designated by it.

Section 2. Architectural and Environmental Control Committee - Operation. The Architectural and Environmental Control Committee (elsewhere in this Article sometimes referred to as the "Committee") shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors. In the event the Board of Directors fails to appoint an Architectural and Environmental Control Committee, then the Board of Directors shall constitute the Committee. The affirmative vote of a majority of the members of the Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Section 3. Approvals, etc.. Upon approval of the Architectural and Environmental Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.

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Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural and Environmental Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Committee (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Committee without the prior consent in writing of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 5. Certificate of Compliance. Upon the completion of any construction or alteration or other improvements or structure in accordance with plans and specifications approved by the Architectural and Environmental Control Committee in accordance with the provisions of this Article, the Committee shall, at the request of the owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of these By-Laws as may be applicable.

Section 6. Rules and Regulations, etc. The Architectural and Environmental Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of these By-Laws. The Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Architectural and Environmental Control Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Committee may appeal the decision of the Committee to the Board of Directors of the Association and, upon the request of such member, shall be entitled to a hearing before the Board of Directors.

ARTICLE XII

Insurance

Section 1. Insurance. The Board of Directors shall obtain and maintain, to the extent reasonably available, at least the following:

(a) casualty or physical damage insurance in the amount equal to the full replacement value (i.e., 100% of "replacement cost" exclusive of land, foundation and excavation) of the condominium project (including all building service equipment and the like) with an "Agreed Amount" endorsement, a "Condominium Replacement Cost" endorsement and a "Contingent Liability from Operation of

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Building Laws" endorsement, without deduction or allowance for depreciation (as determined annually by the Board of Directors with the assistance of the insurance company affording such coverage), such coverage to afford protection against at least the following:

(i) loss or damage by fire or other hazards covered by the standard extended coverage endorsement together with coverage for common expenses with respect to condominium units during any period of repair or reconstruction;

(ii) such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including, but not limited to, cost of demolition, vandalism, malicious mischief, windstorm, water damage, machinery explosion or damage, and such other insurance as the Board of Directors may from time to time determine; and

(b) public liability insurance with a "Severability of Interest" endorsement in such amounts and in such forms as may be considered appropriate by the Board of Directors (but not less than One Million and * * * No/100 Dollars (\$1,000,000.00) covering all claims for bodily injuries and/or property damage arising out of a single occurrence) including, but not limited to, water damage, legal liability, hired automobile, non-owned automobile, liability for property of others, and any and all other liability incident to the ownership and/or use of the condominium project or any portion thereof; and

(c) workmen's compensation insurance to the extent necessary to comply with any applicable law; and

(d) a "Legal Expense Indemnity" endorsement, or its equivalent, affording protection for the officers and directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or director shall have been made a party by reason of his or her services as such; and

(e) such other policies of insurance, including insurance for other risks of a similar or dissimilar nature and fidelity coverage as required by Section 15 of Article V of these By-Laws, as are or shall hereafter be considered appropriate by the Board of Directors.

Section 2. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) all policies shall be written or reinsured with a company or companies licensed to do business in the State where the condominium project is located and holding a rating of "A + AAAA" or better in the current edition of Best's Insurance Guide.

(b) exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors, as a trustee for the owners of the condominium units, or its authorized representative, including any trustee with which the Association may enter into any Insurance Trust Agreement, or any successor Trustee, each of which shall be hereinelsewhere referred to as the "Insurance Trustee".

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(c) in no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the owners of the condominium units or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Article shall exclude such policies from consideration.

(d) such policies shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building whether or not within the control or knowledge of the Board of Directors and shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Board of Directors or any owner of any condominium unit, and/or their respective agents, employees, tenants, mortgagees or invitees or by reason of any act of neglect or negligence on the part of any of them.

(e) all policies shall provide that such policies may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to any and all insureds named thereon, including any and all mortgagees of the condominium units.

(f) all policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board of Directors (or any Insurance Trustee) or when in conflict with the provisions of any Insurance Trust Agreement to which the Association may be a party, these By-Laws or the provisions of Section 57-518 of The Horizontal Property Act.

(g) all policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board of Directors, the owner of any condominium unit and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

(h) all policies of casualty insurance shall contain the standard mortgage clause except that any loss or losses payable to named mortgagees shall be payable in the manner set forth in Article XIII of these By-Laws. Such mortgagee clause shall provide for notice in writing to the mortgagee of any loss paid as aforesaid.

Section 3 Individual Policies - Recommendation of Grantor - Notice to Board of Directors. The owner of any condominium unit (including the holder of any mortgage thereon) may obtain additional insurance (including a "Condominium Unit-Owner's Endorsement" for improvements and betterments to the condominium unit made or acquired at the expense of the owner) at his own expense. Such insurance shall be written by the same carrier as that purchased by the Board of Directors pursuant to this Article or shall provide that it shall be without contribution as against the same. Such insurance shall contain the same waiver of subrogation provision as that set forth in Section 2 (g) of this Article. The Grantor recommends that each owner of a condominium unit in the project obtain, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, a plateglass damage policy and a "Tenant's Homeowners Policy"; or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the condominium unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like. Such later policy should include a "Condominium Unit-Owner's Endorsement" covering losses to improvements and betterments

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to the condominium unit made or acquired at the expense of the owner. Copies of all such policies shall be filed with the Secretary.

The owner of any condominium unit shall notify the Board of Directors in writing of any and all improvements and betterments made to the condominium unit at the expense of such owner, the cost of which is in excess of One Thousand and * * * No/100 Dollars (\$1,000.00).

Section 4. Endorsements, etc. The Board of Directors, at the request of any owner of any condominium unit in the project or at the request of the mortgagee of any such condominium unit, shall promptly obtain and forward to such owner or mortgagee (a) an endorsement to any of the policies aforementioned in this Article showing the interest of such owner or mortgagee as it may appear; and (b) certificates of insurance relating to any of such policies; and (c) copies of any such policies, duly certified by the insurer or its duly authorized agent.

ARTICLE XIII

Casualty Damage - Reconstruction or Repair

Section 1. Use of Insurance Proceeds. In the event of damage or destruction by fire or other casualty, the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications for the condominium project with the proceeds of insurance available for that purpose, if any.

Section 2. Proceeds Insufficient. In the event that the proceeds of insurance are not sufficient to repair damage or destruction by fire or other casualty, or in the event such damage or destruction is caused by any casualty not herein required to be insured against, then the repair or reconstruction of the damaged common elements shall be accomplished promptly by the Association at its common expense (pursuant to such conditions and subject to such controls as the mortgagee, as defined in Section 4 of this Article may require) and the repair or reconstruction of any condominium unit shall be accomplished promptly by the Association at the expense of the owner of the affected condominium unit. The ratable share of the expense of such repairs or reconstruction may be assessed and the lien for the same shall have all the priorities provided for in Article IX of these By-Laws. In the event that the proceeds of casualty insurance are paid to any Insurance Trustee pursuant to the requirements of Section 4 of this Article, then all funds collected from the owners of the condominium units pursuant to this Section 2 shall likewise be paid over to such Insurance Trustee and shall be disbursed by such Insurance Trustee in accordance with the provisions of Section 4 of this Article.

Section 3. Restoration Not Required. In the event more than two-thirds (2/3) of the entire project is substantially damaged or destroyed by fire or other casualty, and the members do not promptly and unanimously resolve to proceed with repair or reconstruction, then and in that event the project shall be deemed to be owned in common by the owners of all of the condominium units in the same proportion as that previously established for ownership of appurtenant undivided interests in the common elements and the project shall be subject to an action for partition at the suit of the owner of any condominium unit or the holder of any lien thereon, in which event the net proceeds of sale, together with the net proceeds of any insurance paid to the Association or its members in common, shall be considered as one fund and shall be divided among the owners of all of the condominium units in the same proportion as that previously established for ownership of appurtenant undivided interests in the common elements, after first paying out of the share of the owner of any condominium unit, to the extent such share is sufficient for the purpose, all liens upon said condominium unit.

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Section 4. Insurance Trustee. Except in the case of a substantial damage or destruction of more than two-thirds (2/3) of the condominium project, where the members do not resolve to proceed with repair or reconstruction, as in Section 3 of this Article provided for, in the event the cost of reconstruction or repair (as estimated by the Board of Directors) shall exceed an amount equal to two and one-half percent (2-1/2%) of the full replacement value of the condominium project, as estimated by the Board of Directors and the insurer pursuant to the requirements of Section 1 (a) of Article XIII of these By-Laws for the period during which such loss was sustained, and the institutional holder of any mortgages or other obligations secured by any condominium unit or units in the aggregate principal sum of more than \$150,000.00 (hereinafter in this Section 4 called the "mortgagee") shall so require, all proceeds of insurance shall be paid over to a trust company or bank (the "Insurance Trustee") having trust powers and authorized to engage in trust business in the jurisdiction wherein the condominium project is located, selected by the Board of Directors with the approval of the mortgagee, and shall be paid out from time to time as the reconstruction or repair progresses in accordance with the provisions of an Insurance Trust Agreement satisfactory in form and substance to the mortgagee and which contain, inter alia, the following provisions:

(a) the reconstruction or repair shall be in charge of an architect or engineer, who may be an employee of the Association, satisfactory to the mortgagee, and hereinafter in this Section 4 called the "architect".

(b) prior to the commencement of the reconstruction or repair, other than such work as may be necessary to protect the condominium project from further damage, the mortgagee shall have approved the plans and specifications for such reconstruction or repair, which approval shall not be unreasonably withheld or delayed.

(c) unless otherwise required by the mortgagee, each request for an advance of the proceeds of insurance shall be made to the mortgagee at least ten (10) days prior to delivery to the Insurance Trustee and shall be accompanied by a certificate from the architect to the effect that (i) all work then completed has been performed in accordance with the plans and specifications and all building codes or similar governmental requirements; and (ii) the amount requested to be advanced is required to reimburse the Board of Directors for payments previously made by the Board of Directors or is due to the contractor responsible for the restoration or repair, or to subcontractors, materialmen, laborers, engineers, architects or to other persons responsible for services or materials in connection with such restoration or repair, or for fees or the like necessarily incurred in connection with the same; and (iii) when added to amounts previously advanced by the Insurance Trustee, the amount requested to be advanced does not unreasonably exceed the value of the work done and materials delivered to the date of such request; and (iv) funds remaining available to the Insurance Trustee for the purpose are sufficient to complete the reconstruction or repair.

(d) each request for an advance of the proceeds of insurance shall if required by the mortgagee, be accompanied by satisfactory waivers of liens covering that portion of the repair or reconstruction for which payment or reimbursement is being requested, together with appropriate evidence from a title insurance company or the like to the effect that there has not been filed with respect to the condominium project any mechanic's or other lien, or notice of intention to file the same, which has not been dismissed or satisfied of record.

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(e) the fees and expenses of the Insurance Trustee, as agreed upon by the Board of Directors and the Insurance Trustee, shall be paid by the Association as a common expense, and such fees and expenses may be deducted from any insurance proceeds in the hands of the Insurance Trustee, pro rata as the reconstruction or repair progresses.

(f) such other provisions not inconsistent with the provisions hereof as the Board of Directors, the Insurance Trustee or the mortgagee may reasonably require.

Upon completion of the reconstruction or repair and payment in full of all amounts due on account thereof, any proceeds of insurance then in the hands of the Insurance Trustee shall be paid to the Board of Directors and shall be considered as one fund and shall be divided among the owners of all of the condominium units in the same proportion as that previously established for ownership of appurtenant undivided interests in the common elements, after first paying out of the share of the owner of any condominium unit, to the extent such payment is required by any lienor and to the extent the same is sufficient for the purpose, all liens upon said condominium unit.

ARTICLE XIV

Rights of First Refusal

Section 1. Right of First Refusal. In the event the owner of any condominium unit wishes to transfer the title thereto (and as a condition precedent to each and every such transfer) and shall have received a bona fide offer to purchase same, such owner shall notify the Board of Directors in writing by registered or certified mail - return receipt requested to the principal office of the Association, that the condominium unit is for sale and shall supply the Board of Directors with an executed copy of such offer and the terms thereof, including the name of the prospective purchaser and such other information as the Board of Directors, in the reasonable exercise of its discretion, may request. For a period of ten (10) days following the mailing of the aforesaid notice to the Board of Directors, the Association shall have the right to purchase the subject condominium unit upon the same terms and conditions as set forth in the offer therefor. Such right may be exercised by the Board of Directors by notice in writing to the owner, by registered or certified mail - return receipt requested, to the address of the owner as it appears on the books of the Association. The failure or refusal by the Board of Directors to exercise the right of first refusal shall not constitute or be deemed a waiver of such right in the event the owner of any condominium unit receives any subsequent bona fide offer from the same or a different party.

Section 2. Application. The right of first refusal provided for in this Article shall not apply to any transfers made by the Grantor, the Association or any nominee thereof, nor shall it apply to transfers of any condominium unit designated on the Record Plat or in the Master Deed for commercial purposes, or to transfers to or by any affiliate or subsidiary of the Grantor, or to transfers made solely for the purpose of securing the performance of any obligation, transfers involving a foreclosure sale or other judicial sale or any transfer to a mortgagee in lieu of foreclosure, any transfer by a mortgagee following foreclosure or any proceeding, arrangement or deed in lieu thereof, the transfer of one joint tenant's or other co-tenant's interest to another, by operation of law or otherwise, or transfers by will or intestate distribution.

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Section 3. Certificate of Termination. The Association shall upon demand at any time furnish to any member, or other party legitimately interested in the same, a certificate in writing signed by any officer of the Association, or execute an appropriate certificate on any deed for any condominium unit, stating that the requirements of this Article have been complied with, or duly waived by the Board of Directors, and that the right of the Board of Directors thereunder have terminated. Such certificate shall be conclusive evidence of compliance with the requirements of this Article for all persons who rely thereon on good faith. A charge not to exceed Thirty Dollars (\$30.00) may be levied in advance by the Association for each certificate so delivered, except that no charge shall be levied against any mortgagee of any condominium unit in the project who requests such a certificate.

Section 4. Presumption of Waiver. Any other provision of this Article to the contrary notwithstanding, the requirements of this Article shall be deemed to have been fully complied with and the right of first refusal herein provided for shall be deemed to have been duly waived by the Board of Directors of the Association in the event that either (a) a certificate to that effect has been executed by any officer of the Association in accordance with the provisions of Section 3 of this Article or (b) a period of ninety (90) days has passed following the record transfer of title to any condominium unit in violation of the requirements of this Article without the filing of any suit or other judicial proceeding by the Association to set aside such transfer or to otherwise enforce the rights of the Association under this Article. The presumptions created by this Section shall not be rebuttable.

ARTICLE XV

Parking

Section 1. General Requirements. Except for parking areas designated on the Record Plat as parking units, or as limited common elements, all parking areas within the condominium project shall be considered part of the general common elements. Parking may be regulated by the Board of Directors and parking spaces may initially be assigned by the Grantor and thereafter by the Board of Directors. No member shall make use of any parking space other than the space or spaces appurtenant or assigned to his condominium unit by the Board of Directors, if any, without the express written consent of both the member to whom such space has been assigned and the Board of Directors nor shall any member invite, encourage or permit the use by his guests of parking spaces appurtenant or assigned to condominium units other than his own. No vehicle belonging to any member, or to any guest or employee of any member, shall be parked in a manner which unreasonably interferes with or impedes ready vehicular access to any parking space assigned to any other member. Nothing shall be stored upon any parking space nor shall the same be permitted to accumulate trash or debris. Each member shall comply in all respects with such supplementary rules and regulations which are not inconsistent with the provisions of these By-Laws which the Board of Directors may from time to time adopt and promulgate with respect to parking and traffic control within the condominium project and the Board of Directors is hereby, and elsewhere in these By-Laws authorized to adopt such rules and regulations.

The Board of Directors may make reasonable efforts to assign parking spaces in a manner calculated to make reasonable adjustments to accommodate the elderly and handicapped.

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ARTICLE XVI

Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year of the Association which shall begin at the date of recordation of the Master Deed among the Land Records for Horry County, South Carolina. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should the practice of the Association subsequently dictate.

Section 2. Principal Office - Change of Same. The principal office of the Association shall be as set forth in Article I of these By-Laws. The Board of Directors, by appropriate resolution, shall have the authority to change the location of the principal office of the Association from time to time; provided, however, that no such change shall become effective until a certificate evidencing such change shall have been made by the Secretary or any Assistant Secretary of the Association and recorded, in the name of the Association, among the Land Records for the jurisdiction where the Master Deed is originally recorded.

Section 3. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures and other transactions of the Association and its administration and shall specify the maintenance and repair expenses of the common elements of the project, services provided with respect to the same and any other expenses incurred by the Association. That amount of any assessment required for payment of any capital expenditures or reserves of the Association may be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the members. Unless the Board of Directors shall resolve otherwise, the receipts and expenditures of the Association shall be credited and charged to other accounts under at least the following classifications:

(a) "Current Operations" which shall involve the control of actual expenses of the Association, including reasonable allowances and necessary contingencies and working capital funds in relation to the assessments and expenses hereinelsewhere provided for; and

(b) "Reserves for Deferred Maintenance" which shall involve the control of monthly funding and maintenance of such deferred maintenance costs and/or reserves as are approved by the Board of Directors from time to time; and

(c) "Reserves for Replacement" which shall involve the control of such reserves for replacement as are provided for in these By-Laws and as may from time to time be approved by the Board of Directors; and

(d) "Other Reserves" which shall involve the control over funding and charges against any other reserve funds which may from time to time be approved by the Board of Directors; and

(e) "Investments" which shall involve the control over investment of reserve funds and such other funds as may be deemed suitable for investment on a temporary basis by the Board of Directors; and

(f) "Betterments" which shall involve the control over funds to be used for the purpose of defraying the cost of any construction or reconstruction, unanticipated repair or replacement of a described capital improvement and/or for expenditures for additional capital improvements or personal property made or acquired by the Association with the approval of the Board of Directors.

Section 4. Auditing. At the close of each fiscal year, the books and records of the Association shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards, consistently applied. Based upon such report, the Association shall furnish its members and any mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Association.

Section 5. Inspection of Books. The books and accounts of the Association and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Association, and/or their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any condominium unit and/or its duly authorized agents or attorneys, during normal business hours (which shall be set and announced for general knowledge) and for purposes reasonably related to their respective interests, all pursuant to the provisions and requirements of Section 57-511 of The Horizontal Property Act.

Section 6. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or a Vice President, and all checks shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

Section 7. Seal. The Board of Directors may provide a suitable corporate seal containing the name of the Association, which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any assistant secretary or assistant treasurer.

ARTICLE XVII

Amendment

Section 1. Amendments. These By-Laws may be amended by the affirmative vote of members representing two-thirds (2/3) of the total value of the condominium project at any meeting of the members duly called for such purpose in accordance with the provisions of Section 57-509 of The Horizontal Property Act, effective only upon the recordation among the Land Records for Horry County, South Carolina, of an amendment to the By-Laws attached as "EXHIBIT B" to the Master Deed setting forth such amendments to these By-Laws and only after thirty (30) days' prior written notice to the institutional holders of all first mortgages on the condominium units in the project. Amendments may be proposed by the Board of Directors or by petition signed by members representing at least thirty percent (30%) of the total value of the condominium project. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

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ARTICLE XVIII

Mortgages - Notice

Section 1. Notice to Board of Directors. Any owner of any condominium unit in the condominium project who mortgages such unit shall promptly notify the Board of Directors of the name and address of his mortgagee and, if requested so to do, shall file a conformed copy of such mortgage with the Board of Directors. The Board of Directors shall maintain suitable records pertaining to such mortgages.

Section 2. Consents. Any other provision of these By-Laws or of the Master Deed to the contrary notwithstanding, the Association shall not, and neither the members nor the Board of Directors shall institute any proceeding without the prior written consent of all first mortgagees of record, to take any of the following actions:

- (a) abandon or terminate the condominium property regime; or
- (b) modify or amend any of the substantive provisions of these By-Laws or of the Master Deed; or
- (c) substantially modify the method of determining and collecting common expense assessments and/or other assessments as provided in Article IX of these By-Laws; or
- (d) partition, subdivide, transfer or otherwise dispose of any of the common elements of the condominium project; or
- (e) resolve to use the proceeds of casualty insurance for any purpose other than the repair or restoration of the common elements.

Section 3. Definition. As used in this Article, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees, and the term "mortgage" shall include a deed of trust. As used generally in these By-Laws, the term "institutional holder" or "institutional mortgagee" shall include (but not necessarily be limited to) banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, pension funds, real estate investment trusts, mortgage companies, FNMA, FHLMC, and any corporation, including a corporation of, or affiliated with the United States Government, or any agency thereof.

ARTICLE XIX

Compliance - Interpretation - Miscellaneous

Section 1. Compliance. These By-Laws are set forth in compliance with the requirements of The Horizontal Property Act.

Section 2. Conflict. These By-Laws are subordinate and subject to all provisions of the Master Deed and to the provisions of The Horizontal Property Act. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Master Deed or the aforesaid statute. In the event of any conflict between these By-Laws and the Master Deed, the provisions of the Master Deed shall control; and in the event of any conflict between the aforesaid Master Deed and The Horizontal Property Act, the provisions of The Horizontal Property Act shall control.

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Section 3. Notices. Unless another type of notice is hereinelsewhere specifically provided for, any and all notices called for in the Master Deed and in these By-Laws shall be given in writing.

Section 4. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 5. Waiver. No restriction, condition, obligation or provisions of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 6. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 7. Gender, etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

"EXHIBIT C"

<u>Unit No.</u>	<u>Unit Value</u>	<u>Percentage Interest *</u> <u>In Common Elements</u>
1-I	\$120,000.00	1/253
1-II	\$120,000.00	1/253
1-III	\$120,000.00	1/253
1-IV	\$120,000.00	1/253
1-V	\$120,000.00	1/253
1-VI	\$120,000.00	1/253
1-VII	\$120,000.00	1/253
1-VIII	\$120,000.00	1/253
1-IX	\$120,000.00	1/253
1-X	\$120,000.00	1/253
1-XI	\$120,000.00	1/253

* This percentage is also determinative of voting rights and common expenses.

"EXHIBIT C", page 1 of 23 pages, attached to and made a part of a certain Master Deed made by MAISONS-SUR-MER, INC., a South Carolina corporation, on the 13th day of November , 1975.

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"EXHIBIT C"

<u>Unit No.</u>	<u>Unit Value</u>	<u>Percentage Interest *</u> <u>In Common Elements</u>
2-I	\$120,000.00	1/253
2-II	\$120,000.00	1/253
2-III	\$120,000.00	1/253
2-IV	\$120,000.00	1/253
2-V	\$120,000.00	1/253
2-VI	\$120,000.00	1/253
2-VII	\$120,000.00	1/253
2-VIII	\$120,000.00	1/253
2-IX	\$120,000.00	1/253
2-X	\$120,000.00	1/253
2-XI	\$120,000.00	1/253

* This percentage is also determinative of voting rights and common expenses.

"EXHIBIT C", page 2 of 23 pages, attached to and made a part of a certain Master Deed made by MAISONS-SUR-MER, INC., a South Carolina corporation on the 13th day of November, 1975.

"EXHIBIT C"

699

<u>Unit No.</u>	<u>Unit Value</u>	<u>Percentage Interest *</u> <u>In Common Elements</u>
3-I	\$120,000.00	1/253
3-II	\$120,000.00	1/253
3-III	\$120,000.00	1/253
3-IV	\$120,000.00	1/253
3-V	\$120,000.00	1/253
3-VI	\$120,000.00	1/253
3-VII	\$120,000.00	1/253
3-VIII	\$120,000.00	1/253
3-IX	\$120,000.00	1/253
3-X	\$120,000.00	1/253
3-XI	\$120,000.00	1/253

* This percentage is also determinative of voting rights and common expenses.

"EXHIBIT C", page 3 of 23 pages, attached to and made a part of a certain Master Deed made by MAISONS-SUR-MER, INC., a South Carolina corporation, on the 13th day of November, 1975.

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"EXHIBIT C"

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<u>Unit No.</u>	<u>Unit Value</u>	<u>Percentage Interest *</u> <u>In Common Elements</u>
4-I	\$120,000.00	1/253
4-II	\$120,000.00	1/253
4-III	\$120,000.00	1/253
4-IV	\$120,000.00	1/253
4-V	\$120,000.00	1/253
4-VI	\$120,000.00	1/253
4-VII	\$120,000.00	1/253
4-VIII	\$120,000.00	1/253
4-IX	\$120,000.00	1/253
4-X	\$120,000.00	1/253
4-XI	\$120,000.00	1/253

* This percentage is also determinative of voting rights and common expenses.

"EXHIBIT C", page 4 of 23 pages, attached to and made a part of a certain Master Deed made by MAISONS-SUR-MER, INC., a South Carolina corporation, on the 13th day of November, 1975.

"EXHIBIT C"

701

<u>Unit No.</u>	<u>Unit Value</u>	<u>Percentage Interest *</u> <u>In Common Elements</u>
5-I	\$120,000.00	1/253
5-II	\$120,000.00	1/253
5-III	\$120,000.00	1/253
5-IV	\$120,000.00	1/253
5-V	\$120,000.00	1/253
5-VI	\$120,000.00	1/253
5-VII	\$120,000.00	1/253
5-VIII	\$120,000.00	1/253
5-IX	\$120,000.00	1/253
5-X	\$120,000.00	1/253
5-XI	\$120,000.00	1/253

* This percentage is also determinative of voting rights and common expenses.

"EXHIBIT C", page 5 of 23 pages, attached to and made a part of a certain Master Deed made by MAISONS-SUR-MER, INC., a South Carolina corporation, on the 13th day of November, 1975.

"EXHIBIT C

702

<u>Unit No.</u>	<u>Unit Value</u> <small>BOOK</small> 544	<u>Percentage Interest *</u> <u>In Common Elements</u>
6-I	\$120,000.00	1/253
6-II	\$120,000.00	1/253
6-III	\$120,000.00	1/253
6-IV	\$120,000.00	1/253
6-V	\$120,000.00	1/253
6-VI	\$120,000.00	1/253
6-VII	\$120,000.00	1/253
6-VIII	\$120,000.00	1/253
6-IX	\$120,000.00	1/253
6-X	\$120,000.00	1/253
6-XI	\$120,000.00	1/253

*This percentage is also determinative of voting rights and common expenses.

"EXHIBIT C", page 6 of 23 pages, attached to and made a part of a certain Master Deed made by MAISONS-SUR-MER, INC., a South Carolina corporation, on the 13th day of November, 1975.

703

"EXHIBIT C"

<u>Unit No.</u>	<u>Unit Value</u>	<u>Percentage Interest *</u> <u>In Common Elements</u>
7-I	\$120,000.00	1/253
7-II	\$120,000.00	1/253
7-III	\$120,000.00	1/253
7-IV	\$120,000.00	1/253
7-V	\$120,000.00	1/253
7-VI	\$120,000.00	1/253
7-VII	\$120,000.00	1/253
7-VIII	\$120,000.00	1/253
7-IX	\$120,000.00	1/253
7-X	\$120,000.00	1/253
7-XI	\$120,000.00	1/253

* This percentage is also determinative of voting rights and common expenses.

"EXHIBIT C", page 7 of 23 pages, attached to and made a part of a certain Master Deed made by MAISONS-SUR-MER, INC., a South Carolina corporation, on the 13th day of November, 1975.

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"EXHIBIT C"

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BOOK 544 PAGE 734

<u>Unit No.</u>	<u>Unit Value</u>	<u>Percentage Interest *</u> <u>In Common Elements</u>
8-I	\$120,000.00	1/253
8-II	\$120,000.00	1/253
8-III	\$120,000.00	1/253
8-IV	\$120,000.00	1/253
8-V	\$120,000.00	1/253
8-VI	\$120,000.00	1/253
8-VII	\$120,000.00	1/253
8-VIII	\$120,000.00	1/253
8-IX	\$120,000.00	1/253
8-X	\$120,000.00	1/253
8-XI	\$120,000.00	1/253

* This percentage is also determinative of voting rights and common expenses.

"EXHIBIT C", page 8 of 23 pages, attached to and made a part of a certain Master Deed made by MAISONS-SUR-MER, INC., a South Carolina corporation, on the 13th day of November, 1975.

"EXHIBIT C"

705

<u>Unit No.</u>	<u>Unit Value</u>	<u>Percentage Interest *</u> <u>In Common Elements</u>
9-I	\$120,000.00	1/253
9-II	\$120,000.00	1/253
9-III	\$120,000.00	1/253
9-IV	\$120,000.00	1/253
9-V	\$120,000.00	1/253
9-VI	\$120,000.00	1/253
9-VII	\$120,000.00	1/253
9-VIII	\$120,000.00	1/253
9-IX	\$120,000.00	1/253
9-X	\$120,000.00	1/253
9-XI	\$120,000.00	1/253

* This percentage is also determinative of voting rights and common expenses.

"EXHIBIT C", page 9 of 23 pages, attached to and made a part of a certain Master Deed made by MAISONS-SUR-MER, INC., a South Carolina corporation, on the 13th day of November, 1975.

"EXHIBIT C"

706

<u>Unit No.</u>	BOOK 544 PAGE 736	<u>Unit Value</u>	<u>Percentage Interest *</u> <u>In Common Elements</u>
10-I		\$120,000.00	1/253
10-II		\$120,000.00	1/253
10-III		\$120,000.00	1/253
10-IV		\$120,000.00	1/253
10-V		\$120,000.00	1/253
10-VI		\$120,000.00	1/253
10-VII		\$120,000.00	1/253
10-VIII		\$120,000.00	1/253
10-IX		\$120,000.00	1/253
10-X		\$120,000.00	1/253
10-XI		\$120,000.00	1/253

* This percentage is also determinative of voting rights and common expenses.

"EXHIBIT C", page 10 of 23 pages, attached to and made a part of a certain Master Deed made by MAISONS-SUR-MER, INC., a South Carolina corporation, on the 13th day of November, 1975.

"EXHIBIT C"

707

<u>Unit No.</u>	<u>Unit Value</u>	<u>Percentage Interest *</u> <u>In Common Elements</u>
11-I	\$120,000.00	1/253
11-II	\$120,000.00	1/253
11-III	\$120,000.00	1/253
11-IV	\$120,000.00	1/253
11-V	\$120,000.00	1/253
11-VI	\$120,000.00	1/253
11-VII	\$120,000.00	1/253
11-VIII	\$120,000.00	1/253
11-IX	\$120,000.00	1/253
11-X	\$120,000.00	1/253
11-XI	\$120,000.00	1/253

* This percentage is also determinative of voting rights and common expenses.

"EXHIBIT C", page 11 of 23 pages, attached to and made a part of a certain Master Deed made by MAISONS-SUR-MER, INC., a South Carolina corporation on the 13th day of November, 1975.

BOOK 544 PAGE 707

"EXHIBIT C"

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BOOK 544 PAGE 708

<u>Unit No.</u>	<u>Unit Value</u>	<u>Percentage Interest *</u> <u>In Common Elements</u>
12-I	\$120,000.00	1/253
12-II	\$120,000.00	1/253
12-III	\$120,000.00	1/253
12-IV	\$120,000.00	1/253
12-V	\$120,000.00	1/253
12-VI	\$120,000.00	1/253
12-VII	\$120,000.00	1/253
12-VIII	\$120,000.00	1/253
12-IX	\$120,000.00	1/253
12-X	\$120,000.00	1/253
12-XI	\$120,000.00	1/253

* This percentage is also determinative of voting rights and common expenses.

"EXHIBIT C", page 12 of 23 pages, attached to and made a part of a certain Master Deed made by MAISONS-SUR-MER, INC., a South Carolina corporation, on the 13th day of November, 1975.

"EXHIBIT C"

709

<u>Unit No.</u>	<u>Unit Value</u>	<u>Percentage Interest *</u> <u>In Common Elements</u>
14-I	\$120,000.00	1/253
14-II	\$120,000.00	1/253
14-III	\$120,000.00	1/253
14-IV	\$120,000.00	1/253
14-V	\$120,000.00	1/253
14-VI	\$120,000.00	1/253
14-VII	\$120,000.00	1/253
14-VIII	\$120,000.00	1/253
14-IX	\$120,000.00	1/253
14-X	\$120,000.00	1/253
14-XI	\$120,000.00	1/253

* This percentage is also determinative of voting rights and common expenses.

"EXHIBIT C", page 13 of 23 pages, attached to and made a part of a certain Master Deed made by MAISONS-SUR-MER, INC., a South Carolina corporation, on the 13th day of November, 1975.

"EXHIBIT C"

710

<u>Unit No.</u>	<u>Unit Value</u>	<u>Percentage Interest *</u> <u>In Common Elements</u>
15-I	\$120,000.00	1/253
15-II	\$120,000.00	1/253
15-III	\$120,000.00	1/253
15-IV	\$120,000.00	1/253
15-V	\$120,000.00	1/253
15-VI	\$120,000.00	1/253
15-VII	\$120,000.00	1/253
15-VIII	\$120,000.00	1/253
15-IX	\$120,000.00	1/253
15-X	\$120,000.00	1/253
15-XI	\$120,000.00	1/253

* This percentage is also determinative of voting rights and common expenses.

"EXHIBIT C", page 14 of 23 pages, attached to and made a part of a certain Master Deed made by MAISONS-SUR-MER, INC., a South Carolina corporation, on the 13th Day of November, 1975.

"E. T. C."

711

<u>Unit No</u>	<u>Unit</u>	<u>Percentage Interest *</u> <u>In Common Elements</u>
16-I	\$120 00	1/253
16-II	\$120 00	1/253
16-III	\$120, 00	1/253
16-IV	\$120,00	1/253
16-V	\$120,000	1/253
16-VI	\$120,000.00	1/253
16-VII	\$120,000.00	1/253
16-VIII	\$120,000.00	1/253
16-IX	\$120,000.00	1/253
16-X	\$120,000.00	1/253
16-XI	\$120,000.00	1/253

* This percentage is also determinative of voting rights and common expenses.

"EXHIBIT C", page 15 of 23 pages, attached to and made a part of a certain Master Deed made by MAISONS-SUR-MER, INC., a South Carolina corporation, on the 13th day of November, 1975.

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"EXHIBIT C"

712

<u>Unit No.</u>	<u>Unit Value</u>	<u>Percentage Interest *</u> <u>In Common Elements</u>
17-I	\$120,000.00	1/253
17-II	\$120,000.00	1/253
17-III	\$120,000.00	1/253
17-IV	\$120,000.00	1/253
17-V	\$120,000.00	1/253
17-VI	\$120,000.00	1/253
17-VII	\$120,000.00	1/253
17-VIII	\$120,000.00	1/253
17-IX	\$120,000.00	1/253
17-X	\$120,000.00	1/253
17-XI	\$120,000.00	1/253

* This percentage is also determinative of voting rights and common expenses.

"EXHIBIT C", page 16 of 23 pages, attached to and made a part of a certain Master Deed made by MAISONS-SUR-MER, INC., a South Carolina corporation, on the 13th day of November, 1975.

"EXHIBIT C"

713

<u>Unit No.</u>	<u>Unit Value</u>	<u>Percentage Interest *</u> <u>In Common Elements</u>
18-I	\$120,000.00	1/253
18-II	\$120,000.00	1/253
18-III	\$120,000.00	1/253
18-IV	\$120,000.00	1/253
18-V	\$120,000.00	1/253
18-VI	\$120,000.00	1/253
18-VII	\$120,000.00	1/253
18-VIII	\$120,000.00	1/253
18-IX	\$120,000.00	1/253
18-X	\$120,000.00	1/253
18-XI	\$120,000.00	1/253

* This percentage is also determinative of voting rights and common expenses.

"EXHIBIT C", page 17 of 23 pages, attached to and made a part of a certain Master Deed made by MAISONS-SUR-MER, INC., a South Carolina corporation, on the 13th day of November, 1975.

"EXHIBIT C"

714

<u>Unit No.</u>	<u>Unit Value</u>	<u>Percentage Interest *</u> <u>In Common Elements</u>
19-I	\$120,000.00	1/253
19-II	\$120,000.00	1/253
19-III	\$120,000.00	1/253
19-IV	\$120,000.00	1/253
19-V	\$120,000.00	1/253
19-VI	\$120,000.00	1/253
19-VII	\$120,000.00	1/253
19-VIII	\$120,000.00	1/253
19-IX	\$120,000.00	1/253
19-X	\$120,000.00	1/253
19-XI	\$120,000.00	1/253

544 PAGE 714

* This percentage is also determinative of voting rights and common expenses.

"EXHIBIT C", page 18 of 23 pages, attached to and made a part of a certain Master Deed made by MAISONS-SUR-MER, INC., a South Carolina corporation, on the 13th day of November, 1975.

"EXHIBIT C"

715

<u>Unit No.</u>	<u>Unit Value</u>	<u>Percentage Interest *</u> <u>In Common Elements</u>
20-I	\$120,000.00	1/253
20-II	\$120,000.00	1/253
20-III	\$120,000.00	1/253
20-IV	\$120,000.00	1/253
20-V	\$120,000.00	1/253
20-VI	\$120,000.00	1/253
20-VII	\$120,000.00	1/253
20-VIII	\$120,000.00	1/253
20-IX	\$120,000.00	1/253
20-X	\$120,000.00	1/253
20-XI	\$120,000.00	1/253

* This percentage is also determinative of voting rights and common expenses.

"EXHIBIT C", page 19 of 23 pages, attached to and made a part of a certain Master Deed made by MAISONS-SUR-MER, INC., a South Carolina corporation, on the 13th day of November, 1975.

"EXHIBIT C"

7/6

<u>Unit No.</u>	<u>Unit Value</u>	<u>Percentage Interest *</u> <u>In Common Elements</u>
21-I	\$120,000.00	1/253
21-II	\$120,000.00	1/253
21-III	\$120,000.00	BOOK 544 PAGE 716 1/253
21-IV	\$120,000.00	1/253
21-V	\$120,000.00	1/253
21-VI	\$120,000.00	1/253
21-VII	\$120,000.00	1/253
21-VIII	\$120,000.00	1/253
21-IX	\$120,000.00	1/253
21-X	\$120,000.00	1/253
21-XI	\$120,000.00	1/253

* This percentage is also determinative of voting rights and common expenses.

"EXHIBIT C", page 20 of 23 pages, attached to and made a part of a certain Master Deed made by MAISONS-SUR-MER, INC., a South Carolina corporation, on the 13th day of November, 1975.

"EXHIBIT

717

<u>Unit No.</u>	<u>Unit Value</u>	<u>Percentage Interest *</u> <u>In Common Elements</u>
22-I	\$120,000.00	1/253
22-II	\$120,000.00	1/253
22-III	\$120,000.00	1/253
22-IV	\$120,000.00	1/253
22-V	\$120,000.00	1/253
22-VI	\$120,000.00	1/253
22-VII	\$120,000.00	1/253
22-VIII	\$120,000.00	1/253
22-IX	\$120,000.00	1/253
22-X	\$120,000.00	1/253
22-XI	\$120,000.00	1/253

* This percentage is also determinative of voting rights and common expenses.

"EXHIBIT C", page 21 of 23 pages, attached to and made a part of a certain Master Deed made by MAISONS-SUR-MER, INC., a South Carolina corporation, on the 13th day of November, 1975.

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"EXHIBIT C"

<u>Unit No.</u>	<u>Unit Value</u>	<u>Percentage Interest *</u> <u>In Common Elements</u>
23-I	\$120,000.00	1/253
23-II	\$120,000.00	1/253
23-III	\$120,000.00	1/253
23-IV	\$120,000.00	1/253
23-V	\$120,000.00	1/253
23-VI	\$120,000.00	1/253
23-VII	\$120,000.00	1/253
23-VIII	\$120,000.00	1/253
23-IX	\$120,000.00	1/253
23-X	\$120,000.00	1/253
23-XI	\$120,000.00	1/253

* This percentage is also determinative of voting rights and common expenses.

"EXHIBIT C", page 22 of 23 pages, attached to and made a part of a certain Master Deed made by MAISONS-SUR-MER, INC., a South Carolina corporation, on the 13th day of November, 1975.

"EXHIBIT C"

719

<u>Unit No.</u>	<u>Value</u>	<u>Percentage Interest *</u> <u>In Common Elements</u>
24-I	\$100.00	1/253
24-II	\$100.00	1/253
24-III	\$120,000.00	1/253
24-IV	\$120,000.00	1/253
24-V	\$120,000.00	1/253
24-VI	\$120,000.00	1/253
24-VII	\$120,000.00	1/253
24-VIII	\$120,000.00	1/253
24-IX	\$120,000.00	1/253
24-X	\$120,000.00	1/253
24-XI	\$120,000.00	1/253

1975 NOV 19 AM 11 45
F. J. HORTON
CLERK OF COURT

* This percentage is also determinative of voting rights and common expenses.

"EXHIBIT C", page 23 of 23 pages, attached to and made a part of a certain Master Deed made by MAISONS-SUR-MER, INC., a South Carolina corporation, on the 13th day of November, 1975.