

Sands Ocean Club

Master Deed

For

Sands Ocean Club
Horizontal Property Regime
Myrtle Beach, South Carolina

BY-LAWS

Of

SANDS OCEAN CLUB HOMEOWNER'S ASSOCIATION
A SOUTH CAROLINA NON-PROFIT ORGANIZATION

AUGUST 1985

MASTER DEED
For
SANDS OCEAN CLUB
Horizontal Property Regime
MYRTLE BEACH, SOUTH CAROLNA

Sands Investments No. 4, Inc., A South Carolina Corporation, having its principal office at Myrtle Beach, County of Horry, State of South Carolina, hereinafter referred to as the GRANTOR, as the sole owner in fee-simple of the land and improvements hereinafter described, does hereby make, declare and publish its intention and desire to submit, and does hereby submit, the lands and buildings herein below described, together with all other improvements thereon, including all easements, rights and appurtenances thereto belonging, to a Horizontal Property Regime (sometimes termed "condominium" ownership to be known as Sands Ocean Club) in the manner provided for by Sections 27-31-1- through 27-31-10 through 27-31-300 (both inclusive) of Chapter 31 entitled "Horizontal Property Act of the 1976 Code of Laws of South Carolina" as amended, hereinafter referred to as The Act. In conformity with Sections 27-31-30 and 27-31-100 of said Act, the Grantor sets forth the following Particulars:

I.

The lands which are hereby submitted to the Horizontal Property Regime are described as follows:

All and singular that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in the County and State aforesaid and being more particularly shown and delineated upon a map as "Phase I" consisting of 0.6376 acres, more or less, prepared by Surveying Services Company, Inc. dated November 2 and 3, 1983; revised February 10, 1984 and recorded in Condominium Plat Book 3 at Page 8, records of Horry County.

Together with a necessary and reasonable right of ingress and egress to and from the aforesaid property and Shore Drive.

Derivation: Deed of Sand Shores Partners, Inc. dated March 1, 1984 and recorded in Deed Book 855 at Page 445, records of Horry County.

Subject to restrictions, reservations, covenants and easements of record including, but not limited to, those shown upon the aforesaid map and/or contained in this Master Deed.

II.

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Annexed hereto and expressly made a part hereof, as Exhibit A, is a plot plan showing the location of the buildings and other improvements, a set of floor plans of the buildings which show graphically the dimensions, area and location of each UNIT therein and the dimensions, area, and location of COMMON ELEMENTS affording access to each UNIT. Each UNIT is identified by specific number on said Exhibit A, and no UNIT bears the same designation as any other UNIT. Exhibit A is also recorded as a separate condominium plat in the public records of aforesaid County, maintained by the Clerk of Court. The attached Exhibit "A" also contains certain warranty information.

III.

ADDITIONAL PHASES AND EASEMENTS THEREFORE

In addition to the lands with improvements thereon in Phase I the Grantor shall have the right and option to complete construction of additional UNITS on the following described property or any portion or portions thereof and to submit them to the Regime in two phases:

All and singular, all of the balance of the property consisting of 2.729 acres, more or less, as shown upon the above referred to map recorded in Condominium Plat Book 3 at Page 8, records of Horry County, as well as any property which may lie on the other side of and abutt Shore Drive.

In the event the Grantor exercises its right and option to add Phase II, the property of said phase will become an integral part of Sands Ocean Club Horizontal Property Regime once appropriate amendments have been filed as hereinafter provided. Phase II, if constructed and submitted, shall contain not over 301 additional UNITS which may consist of efficiency, and/or one bedroom and/or two bedroom UNITS and including within said total number of UNITS not over one commercial UNIT which such commercial UNIT may be used for any legal commercial purposes including, but not limited to, purposes of general rentals, management, shops, stores, sales, interval ownership administration and sales, meeting rooms, restaurant, lounge, game room, health spa, night club or any combination of such uses whether or not related to the Phase I and/or Phase II properties. Such commercial UNIT, if submitted, shall have as LIMITED COMMON ELEMENTS associated with it storage areas, maid and other support rooms, laundry rooms, dumb waiters, service elevators, laundry chutes and/or mail chutes together with necessary and proper easements for access to and maintenance of said areas.

If, after submitting Phase II, the Grantor exercises its right and option to add Phase III, the property of said phase will become an integral part of Sands Ocean Club Horizontal Property Regime once appropriate amendments have been filed as hereinafter provided. Phase III, if constructed and submitted shall contain not over 251 additional UNITS which may consist of efficiency, and/or one bedroom and/or two bedroom UNITS and including within said total number of UNITS not over one commercial UNIT which such commercial UNIT may be used for any legal commercial purposes, including but not limited to, purposes of general rentals, management, shops, stores, sales, interval ownership administration and sales, meeting rooms, restaurant, lounge, game room, health spa, night club or any combination of such uses whether or not related to the Phase I, Phase II and/or Phase III properties. Such commercial UNIT, if submitted, shall have as LIMITED COMMON ELEMENTS associated with it storage areas, maid and other support rooms, laundry rooms, dumb waiters, service elevators, laundry chutes and/or mail chutes together with necessary and proper easements for access to and maintenance of said areas.

The Grantor hereby reserves unto itself, its successors or assigns, the rights and options, to be exercised in its sole discretion, to submit the said Phase II property to the provisions of this Master Deed (including amendments hereto) at any time prior to January 1, 1989 or its right and option to submit Phase II shall be void and to likewise submit the Phase III property to the provisions of this Master Deed (including amendments hereto) at any time prior to January 1, 1994 or its right and option as to Phase III shall be void. The particular Phase to be submitted shall be added only upon execution by the Grantor, its successors or assigns, within the time specified above, of an amendment or amendments to this Master Deed which shall be filed for record in the Office of the Clerk of Court for Horry County, South Carolina. Any such amendment shall expressly submit the applicable Phase property to all of the provisions of this Master Deed and By-Laws of Sands Ocean Club Horizontal Property Regime, such By-Laws made a part hereof as either or both may be amended. Upon the exercise, if any, of said rights or options, the provisions of this Master Deed and all exhibits hereto shall then be construed and understood as embracing Phase I (the basic "property" herein defined" and the Phase II, and if appropriate, Phase III,

together with all improvements then or thereafter constructed. Should the Grantor fail to exercise its rights or options within the time specified herein, then in that event, said option shall expire and be of no further force or effect. Phase II must be submitted prior to Phase III.

The right to add either Phase II or Phase III is assignable by the Grantor. If Grantor elects to assign any such right, the assignee shall be solely responsible therefore including but not limited to quality of construction and compliance with this Master Deed.

As to Phase I property, Grantor reserves the right and option including, but not limited to, all necessary easements and right to (at Grantors sole cost and expense and provided the structural integrity of the building is not endangered) enclose the portion of the COMMERCIAL UNIT lying adjacent to the pool area to extend the southwest side of the UNIT and enclose same and to generally refurbish and/or modify the COMMERCIAL UNIT and the exterior of the building surrounding the COMMERCIAL UNIT, provided, however, any such work shall not materially interfere with the rights of ingress and egress by other UNIT owners, their guests and invitees, to and from their particular UNIT or UNITS. Any such modifications shall not increase the statutory value attached to the COMMERCIAL UNIT and shall, as to all interior spaces, be a part of said COMMERCIAL UNIT.

As to Phase I, Phase II, and/or Phase III, Grantor reserves all necessary rights and easements for the construction, development, and marketing of each other phase or phases and the UNITS contained or to be contained therein. In addition Grantor specifically reserves a right and easement of support as to all three phases should Phase II and/or Phase III be constructed so as to physically attach to any prior phase and the further right and easement to so connect and attach any such phase or phases to each other phase or phases and to open and extend halls, lobbies, utility lines, and other COMMON or LIMITED COMMON ELEMENTS through exterior walls of such connected phases at their point or points of connection.

All of the rights, easements and reservations set out above shall insure to the benefit of Grantor, its successors and assigns as Grantor.

IV. UNITS AND COMMON ELEMENTS

The CONDOMINIUM consists of UNITS, COMMON ELEMENTS, and LIMITED COMMON ELEMENTS as said terms are hereinafter defined.

UNITS, as the term is used herein, shall mean and comprise the two hundred thirty-six (236) residential and one (1) commercial separate and numbered UNITS which are designated in Exhibit A to this Master Deed, excluding, however, all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the undecorated and/or unfinished inner surfaces of the ceilings of each UNIT, and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior loadbearing walls and/or unfinished bearing partitions, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishings of utility services to UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS. Where portions of the COMMERCIAL UNIT are separated by common interior halls which are COMMON ELEMENTS, the walls and doors of the COMMERCIAL UNIT which border said halls shall be a part of the COMMERCIAL UNIT and not be COMMON ELEMENTS.

COMMON ELEMENTS, as the term is used herein, shall mean and comprise all of the real property, improvements and facilities of the CONDOMINIUM including but not limited to lobbies, stairways, elevator and hallways, other than the UNITS, as same are hereinabove defined or are as described on the plans,

and shall include easements through UNITS for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to units COMMON ELEMENTS and LIMITED COMMON

ELEMENTS and easements of support in every portion of a UNIT which contributes to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all such UNITS.

LIMITED COMMON ELEMENTS, as the term is used herein, shall be those COMMON ELEMENTS which are reserved for the exclusive use of a particular UNIT. LIMITED COMMON ELEMENTS are more particularly set for on Exhibit "A".

**V.
INTERVAL OWNERSHIP**

"Interval Ownership" is a concept whereby UNITS and the share of the COMMON ELEMENTS and LIMITED COMMON ELEMENTS assigned to the UNIT are conveyed for periods of time, the purchaser receiving a stated time period for a period of years, together with a remainder over in fee simple as tenant-in-common with all other purchasers of "UNIT WEEKS" in each such CONDOMINIUM UNIT in that percentage interest determined and established by Exhibit B-1, to the Declaration of Condominium at 12:00 noon on the first Saturday, in the year 2024.

**VI.
UNIT WEEKS**

"UNIT WEEK" means a period of ownership in a UNIT committed to Interval Ownership which shall consist of not less than seven (7) days. UNIT WEEK No. 1 is the seven (7) days commencing on the first Saturday in each year. UNIT WEEK No. 2 is the seven (7) days succeeding. Additional weeks up to and including UNIT WEEK NO. 51 are computed in a like manner. UNIT WEEK No. 52 contains the seven (7) days succeeding the end of UNIT WEEK No. 51 without regard to the month or year, plus any excess days not otherwise assigned. UNIT WEEKS run from noon on the first Saturday of the period to noon on the last Saturday of the period. Wherever the context requires the term "UNIT" as used in this Master Deed shall include the term "UNIT WEEK" in UNITS committed to INTERVAL OWNERSHIP.

**VII.
COMMITTING A UNIT TO INTERVAL OWNERSHIP**

A UNIT shall become a UNIT committed to Interval Ownership upon the recording of the first deed in said Unit, conveying UNIT WEEKS by the Grantor. No UNIT may be committed to Interval Ownership by any persons, or other entity other than the Grantor. A UNIT will no longer be committed to Interval Ownership anytime all UNIT WEEKS are owned by the same legal entity. Notwithstanding the above, the Grantor may assign its right to commit UNITS to Interval ownership to any other entity to which it conveys substantially all UNITS which it owns in the Condominium Property or to whom it assigns the right to add either or both additional Phases. The Grantor may reacquire a UNIT which it had previously sold (not committed to Interval Ownership) and subsequent to such acquisition commit same to Interval Ownership as herein provided.

**VIII.
OWNERSHIP OF UNITS AND APPURTENANT
INTEREST IN COMMON ELEMENTS**

Each UNIT shall be conveyed and treated as an individual property capable of independent use and fee-simple ownership, and the owner or owners of each UNIT shall own, as an appurtenance to the

ownership of each said UNIT, an undivided interest in the COMMON ELEMENTS and LIMITED COMMON ELEMENTS, the undivided interest appurtenant to each said UNIT being that which is hereinafter specifically assigned thereto. The percentage of undivided interest in the COMMON ELEMENTS and LIMITED COMMON ELEMENTS assigned to each UNIT shall not be changed except with the unanimous consent of all of the owners of all of the UNITS, and except as provided in the herein below Article with regard to the amendments of this Master Deed. Whenever the term Unit Owner(s) is used herein (or any Amendment hereto) it shall be construed to include all owners of UNIT WEEKS within any UNIT committed to Interval Ownership as one Unit Owner. The respective interest of each owner of UNIT WEEKS within such UNIT committed to Interval Ownership with respect to each other shall be delineated on Exhibit B-1, which is annexed to this Declaration and made a part hereof.

IX.

**RESTRICTION AGAINST FURTHER SUBDIVIDING
OF UNITS AND SEPARATE CONVEYANCE
OF APPURTENANT COMMON ELEMENTS, ETC.**

No UNIT may be divided or subdivided into a smaller Unit or smaller Units than as shown on Exhibit A attached hereto, nor shall any UNIT, or portion thereof, be added to or incorporated into any other UNIT. The undivided interest in the COMMON ELEMENTS and LIMITED COMMON ELEMENTS declared to be an appurtenance to each UNIT shall not be conveyed, devised, encumbered or otherwise dealt with separately from said UNIT shall not be conveyed, devised, encumbered or otherwise dealt with separately from said UNIT, and the undivided interest in COMMON ELEMENTS and LIMITED COMMON ELEMENTS APPURTENANT to each UNIT shall be deemed conveyed, devised, encumbered, or otherwise included with the UNIT even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering, or otherwise dealing with such UNIT. Any conveyance, mortgage, or other instrument which purports to affect the conveyance, devise or encumbrance, or which purports to grant any right, interest or lien in, to, or upon, UNIT, shall be null, void and of no effect insofar as the same purports to affect any interest in a UNIT and its appurtenant undivided interest in COMMON ELEMENTS and LIMITED COMMON ELEMENTS, unless the same purports to convey, devise, encumber or otherwise trade or deal with the entire UNIT. Any instrument conveying, devising, encumbering or otherwise dealing with any UNIT which describes said UNIT by the UNIT Number assigned thereto in Exhibit A without limitation or exception, shall be deemed and construed to affect the entire UNIT and its appurtenant undivided interest in the COMMON ELEMENTS and LIMITED COMMON ELEMENTS. Nothing herein contained shall be construed as limiting or preventing ownership of any UNIT and its appurtenant undivided interest in the COMMON ELEMENTS by more than one person or entity as tenants in common, joint tenants, or as tenants by the entirety. Provided, that nothing contained herein shall be deemed to prohibit the establishment of Interval Ownership or the conveyance of UNIT WEEKS. Further, nothing contained herein shall be construed as limiting or preventing the Grantor, its successors or assigns, from adding Phase II and III as provided herein.

X.

CONDOMINIUM SUBJECT TO RESTRICTIONS, ETC.

The UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS shall be, and the same are hereby, declared to be subject to the restrictions, easements, conditions and covenants prescribed and established herein, governing the use of said UNITS, LIMITED COMMON ELEMENTS and COMMON ELEMENTS, and setting forth the obligations and responsibilities incident to ownership of each UNIT and its appurtenant undivided interest in the COMMON ELEMENTS, and said UNITS, LIMITED COMMON

ELEMENTS and COMMON ELEMENTS are further declared to be subject to the restrictions, easements, conditions, and limitations now of record affecting the land and improvements of the CONDOMINIUM.

XI.

PERPETUAL NON-EXCLUSIVE EASEMENT IN COMMON ELEMENTS

Except for the LIMITED COMMON ELEMENTS which are reserved for the exclusive use of particular owners, the COMMON ELEMENTS shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of UNITS in the CONDOMINIUM for their use and the use of their immediate families, guests, and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners of UNITS subject nevertheless to the easements and rights herein elsewhere set out or reserved in favor of Grantor with respect to the construction of additional phases and modifications of Phase I. Notwithstanding anything above provided in this Article, Sands Ocean Club Homeowners Association, Inc., hereinafter identified, shall have the right to establish the rules and regulations pursuant to which the owner or owners of any UNIT may be entitled to the exclusive use of any parking space or spaces and to exclusive use of any individual mailbox or receptacle. Provided further, that if the Board of Directors of said Association determines it to be in the best interest of all of the Co-owners, the Board of Directors may hereafter grant easements for the benefit of the Regime Property and the Co-owners or any number of them. Each Co-owner, by the acceptance of the deed to his UNIT does hereby grant to the Board of Directors an irrevocable power of attorney to execute, deliver and record for and in the name of each Co-owner, such instruments as may be necessary and proper to the granting of such easements. Use of COMMON ELEMENTS and LIMITED COMMON ELEMENTS by Owners of UNIT WEEKS in UNITS committed to Interval Ownership, or any other person using the facilities through said Owner, shall be limited to the period of ownership each year of said Owner of UNIT WEEKS in such UNIT.

In addition to the LIMITED COMMON ELEMENTS specified in Exhibit A (and the amendments thereto if subsequent Phases are incorporated herein) the COMMERCIAL UNIT(S) and its (their) LIMITED COMMON ELEMENTS shall have easements for service elevator, laundry chute and dumb waiter purposes lying in common areas between floors so as to connect vertically each of the said LIMITED COMMON ELEMENTS where appropriate and as depicted on Exhibit A or any amendment to Exhibit "A" and easements over and across all COMMON ELEMENTS and LIMITED COMMON ELEMENTS in favor of the owner of the COMMERCIAL UNIT(S) and its agents, employees, servants and other invitees for the purpose of carrying on the permitted activities of the COMMERCIAL UNIT(S). The owner of the COMMERCIAL UNIT(S) may also erect such signs as it may choose on the COMMON ELEMENTS to advertise its permitted activities.

The easements herein granted shall be located in Phases I, II and III and, as to Phase II and Phase III property, shall become automatically operative and enforceable by submission of Phase II or Phase III, as applicable, to the Regime if not specifically referred to.

XII.

EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT 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 or LIMITED COMMON ELEMENTS as a result of the construction, repair or modification of any building or if any such encroachment shall occur hereafter as a result of settlement or

shifting of any 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 any building, any condominium UNIT, any adjoining condominium UNIT, or any adjoining COMMON ELEMENT or LIMITED COMMON ELEMENT shall be partially or totally destroyed as the result of fire or other casualty or as the result of condemnation or eminent domain proceedings and the reconstructed encroachments of parts of the COMMON ELEMENTS or LIMITED COMMON ELEMENTS upon any condominium UNIT or over any condominium UNIT, upon any other condominium UNIT or upon any portion of the COMMON ELEMENTS or LIMITED COMMON ELEMENTS due to such reconstruction shall be permitted and valid easements for such encroachments and maintenance thereof shall exist so long as the building shall stand.

XIII.

**RESTRAINT UPON SEPARATION AND PARTITION
OF COMMON ELEMENTS**

Recognizing that the proper use of a UNIT by any owner or owners is dependent upon the use and enjoyment of the COMMON ELEMENTS and LIMITED COMMON ELEMENTS in common with the owners of all other UNITS, and that it is in the interest of all owners of UNITS that the ownership of the COMMON ELEMENTS and LIMITED COMMON ELEMENTS be retained in common by the owners of UNITS in the CONDOMINIUM, it is declared that the percentage of the undivided interest in the COMMON ELEMENTS and LIMITED COMMON ELEMENTS appurtenant to each UNIT shall remain undivided and no owner of any UNIT shall bring or have any right to bring any action for partition or division. Provided, however, that the co-owners interest in the COMMON ELEMENTS and LIMITED COMMON ELEMENTS may be diminished by the addition of the additional Phases as herein provided.

XIV.

**PERCENTAGE OF UNDIVIDED INTEREST IN
COMMON ELEMENTS APPURTENANT TO
EACH UNIT**

The undivided interest in COMMON ELEMENTS and LIMITED COMMON ELEMENTS appurtenant to each UNIT is that percentage of undivided interest which is set forth and assigned to each UNIT in that certain Schedule which is annexed hereto and expressly made a part hereof as Exhibit B.

XV.

EASEMENT FOR AIR SPACE

The owner of each UNIT shall have an exclusive easement for the use of the air space occupied by said UNIT as it exists at any particular time and as said UNIT may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

XVI.

**ADMINISTRATION OF SANDS OCEAN CLUB
(A CONDOMINIUM) BY
SANDS OCEAN CLUB HOMEOWNERS ASSOCIATION, INC.**

To efficiently and effectively provide for the administration of the CONDOMINIUM by the owners of UNITS, a non-profit South Carolina corporation, known and designated as Sands Ocean Club Homeowners Association, Inc. has been organized, and said corporation shall administer the operation

and management of the CONDOMINIUM and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of the Master Deed, and in accordance with the terms of the Certificate of Incorporation of Sands Ocean Club Homeowners Association, Inc. hereinafter referred to as the ASSOCIATION, and by-laws of said corporation. A true copy of the Certificate of Incorporation and By-Laws of said ASSOCIATION are annexed hereto and expressly made a part hereof as Exhibits C and D respectively. The owner or owners of each UNIT shall automatically become members of the ASSOCIATION upon his, their or its acquisition of an ownership interest in title to any UNIT and its appurtenant undivided interest in COMMON ELEMENTS and LIMITED COMMON ELEMENTS, and the membership of such owner or owners shall terminate automatically upon each owner or owners being divested of such ownership interest in the title to such UNIT, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any UNIT shall be entitled, by virtue of such lien, mortgage, or other encumbrance, to membership in the ASSOCIATION, or to any of the rights or privileges of such membership. In the administration of the operation and management of the CONDOMINIUM, said ASSOCIATION shall have and is hereby granted the authority and power to enforce the provisions of this Master Deed, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS, as the Board of Directors of the ASSOCIATION may deem to be in the best interests of the CONDOMINIUM. Provided, however, that no action shall be permitted which would limit the owners of the COMMERCIAL UNIT(S) from carrying on its permitted activities.

XVII.

MANAGEMENT AGREEMENT

A. The ASSOCIATION has entered into a Management Agreement, a copy of which is annexed hereto as Exhibit E, and made a part hereof. Each Unit Owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purposes therein expressed, including but not limited to:

1. Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the ASSOCIATION.
2. Covenanting and promising to perform each and every one of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefore in said Management Agreement.
3. Ratifying, confirming and approving each and every provision of said Management Agreement, and acknowledging that all of the terms and provisions thereof are reasonable
4. Agreeing that the persons acting as Directors and Officers of the ASSOCIATION entering into such an Agreement have not breached any of their duties or obligations to the ASSOCIATION.
5. It is specifically recognized that some or all of the persons comprising the original Board of Directors of the ASSOCIATION, are or may be stockholders, Officers and Directors of the Management Firm, and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the ASSOCIATION, nor as possible grounds to invalidate such Management Agreement, in whole or in part.
6. The acts of the Board of Directors and Officers of the ASSOCIATION in entering into the Management Agreement by and the same are hereby ratified, approved, confirmed and adopted.

XVIII.
VOTING RIGHTS

There shall be one person with respect to each UNIT who shall be entitled to vote at any meeting of the ASSOCIATION and such person shall be known (and is hereinafter referred to) as the "Voting Member". If a UNIT is owned by more than one person, the Owners of said UNIT shall designate one of them as the Voting Member, or in the case of a Corporate Unit Owner, an officer or employee thereof shall be the Voting Member. The designation of the Voting Member shall be made as provided by and subject to the provisions and restrictions set forth in the By-Laws of the ASSOCIATION.

Each Owner or group of Owners shall be entitled to a vote equal to the percentage ownership of COMMON ELEMENTS and LIMITED COMMON ELEMENTS as set out or determined by reference to Exhibit B of the Master Deed. The vote of a Condominium Unit is not divisible.

Notwithstanding the above, each Owner of UNIT WEEKS in a UNIT committed to Interval Ownership shall be entitled to vote at meetings of the ASSOCIATION and shall be entitled to one fifty-first (51st) vote for each UNIT WEEK owned.

XIX.
**RESIDENTIAL USE RESTRICTION APPLICABLE
TO UNITS**

Except for the COMMERCIAL UNIT(S), its LIMITED COMMON ELEMENTS, rights and easements, each UNIT is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests, and invitees; provided, however, that so long as Grantor shall retain any interest in CONDOMINIUM, it may utilize a UNIT or UNITS of its choice from time to time, for sales office, model, or other usage for the purpose of selling UNITS in said CONDOMINIUM. Further still, Grantor may assign this commercial usage right to such other persons or entities as it may choose; provided, however, that when all UNITS have been conveyed, this right of commercial usage shall immediately cease. Notwithstanding the foregoing, nothing in this Declaration shall be construed to restrict the Grantor, or any successor in interest to the Grantor, from selling and/or conveying any UNIT under a plan of Interval Ownership, or any person, group of persons, corporation, partnership, or other entity, from selling, reconveying, or in any other way transferring same, at any time under said plan of Interval Ownership. The termination of commercial usage upon the sale of all UNITS (including all Interval Ownerships) shall not apply to the COMMERCIAL UNIT(S). Nothing contained in this Master Deed shall be deemed to allow any person or entity other than Grantor, its successors and assigns, to commit a UNIT to Interval Ownership or other form of timesharing and the acceptance of a conveyance of any interest in the property shall constitute an acknowledgement by the Grantee thereof of the reasonableness of this provision.

Any person who is the Owner of a UNIT, together with members of his family, social guests, lessees, invitees and licensees, may use the recreational facilities which may be COMMON ELEMENTS or areas. Where a Corporation is a UNIT Owner, the use of said recreational facilities shall be limited at any one time to such Officer, Director or employee of said Corporation who is in actual residence or possession of the UNIT and such individual shall be deemed to be the UNIT Owner for the purposes of this paragraph. Where a party owns one Condominium UNIT and leases same, the lessee shall be entitled to the use of the recreational facilities and said lessee's rights thereto shall be the same as though said lessee were the UNIT Owner and during the term of lease, the UNIT Owner and his family shall not be entitled to the use of the recreational facilities. Use of the recreational facilities by Owner of UNIT WEEKS in UNITS committed to Interval Ownership, or any other person using the facilities through said Owner shall be limited to the period of Ownership each year of said Owner of UNIT WEEKS in such UNIT.

Provided, however, nothing in this Master Deed shall prohibit the owner of the COMMERCIAL UNIT(S) from permitting and declaring that such UNIT or any portion of such UNIT shall be subject to use for residential purposes only and be subject to the residential restrictions set out in this Article.

XX.

USE OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS RULES OF ASSOCIATION

The use of COMMON ELEMENTS and LIMITED COMMON ELEMENTS by the owner or owners of all UNITS, and all other parties authorized to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may hereafter be prescribed and established by the ASSOCIATION. Provided the Grantor shall have the right so long as one (1) CONDOMINIUM UNIT or UNIT WEEK is being held by the Grantor for sale in the ordinary course of business to use a portion of the COMMON ELEMENTS and LIMITED COMMON ELEMENTS for the purpose of aiding in the sale of CONDOMINIUM UNITS and/or UNIT WEEKS including the right to use portions of the CONDOMINIUM PROPERTY for parking for prospective purchasers and such other parties as Grantor determines. The foregoing right shall mean and include the right to display and erect signs, billboards and placards and store, keep and exhibit same and distribute audio and visual promotional materials upon the COMMON ELEMENTS and LIMITED COMMON ELEMENTS. The use of the LIMITED COMMON ELEMENTS appurtenant to the COMMERCIAL UNIT(S) shall be exclusively that of the Owner thereof (except as the Owner thereof may permit) and such use shall be and is expressly permitted to be in the nature of storage, supply, maid service, laundry, vending machines, restaurant, lounge, stores, shops, night club, game room and other commercial uses and all other useful, lawful and/or necessary functions which are related to or supportive of the permitted uses of the COMMERCIAL UNIT.

XXI.

HOLDOVER INTERVAL OWNERSHIP

In the event any Owner of a UNIT WEEK in a UNIT committed to Interval Ownership fails to vacate his UNIT at the expiration of his period of Ownership each year, or at such earlier time as may be fixed by the Rules and Regulations adopted by the ASSOCIATION from time to time, he shall be deemed a "Holdover Owner". It shall be the responsibility of the ASSOCIATION to take such steps as may be necessary to remove such Holdover Owner from the UNIT, and to assist the Owner of any subsequent UNIT WEEK, who may be affected by the Holdover Owner's failure to vacate, to find alternate accommodations during such holdover period.

In addition to such other remedies as may be available to it, the ASSOCIATION shall secure at its expense, alternate accommodations for any Owner who may not occupy his UNIT due to the failure to vacate of any Holdover Owner. Such accommodations shall be as near in value to the Owner's own UNIT as possible. The Holdover Owner shall be charged for the cost of such alternate accommodations, any other costs incurred due to his failure to vacate, and an administrative fee of \$50.00, per day, or such administrative fee which is then specified in the Rules and Regulations, during his period of holding over. In the event it is necessary that the ASSOCIATION contract for a period greater than the actual period of holding over, in order to secure alternate accommodations as set forth above, the entire period shall be the responsibility of the Holdover Owner, although the aforesaid daily administrative fee shall cease upon actual vacating by the Holdover Owner.

The ASSOCIATION shall submit a bill to the Holdover Owner in accordance with this paragraph. In the event the Holdover Owner fails to pay same within ten (10) days of the date of same, a lien shall be filled against said Holdover Owner's UNIT WEEKS in accordance with the provisions of Article XXXII, hereof.

The above provisions of Article XXXII, shall not abridge the ASSOCIATION'S right to take such other action as is provided by law.

XXII.

CONDOMINIUM TO BE USED FOR LAWFUL PURPOSES, RESTRICTION AGAINST NUISANCES, ETC.

No immoral, improper, offensive or unlawful use shall be made of any UNIT, the COMMON ELEMENTS or the LIMITED COMMON ELEMENTS, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the CONDOMINIUM shall be observed. No owner of any UNIT shall permit or suffer anything to be done or kept in this UNIT, on the COMMON ELEMENTS or on the LIMITED COMMON ELEMENTS, which will increase the rate of insurance on the CONDOMINIUM, or which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a UNIT, or which interferes with the peaceful possession and proper use of any other UNIT, the COMMON ELEMENTS or the LIMITED COMMON ELEMENTS. Interpretation of this Article shall take into account natural differences between the COMMERCIAL UNIT(S) and the balance of the UNITS.

XXIII.

RIGHT OF ENTRY INTO UNITS IN EMERGENCIES

In case of any emergency or originating in or threatening any UNIT, regardless of whether the owner is present at the time of such emergency, the Board of Directors of Association or any other person authorized by it, or the building Superintendent or Managing Agent, shall have the right to enter such UNIT for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each UNIT, if required by the ASSOCIATION, shall deposit under the control of the ASSOCIATION a key to such UNIT.

XXIV.

RIGHT OF ENTRY FOR MAINTENANCE OF COMMON ELEMENTS

Whenever it is necessary to enter any UNIT for the purpose of performing any maintenance, alteration or repair to any portion of the COMMON ELEMENTS, or LIMITED COMMON ELEMENTS, the owner of each UNIT shall permit other owners or their representatives, or the duly constituted and authorized Agent of ASSOCIATION, to enter such UNIT, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

XXV.

**LIMITATION UPON RIGHT OF OWNERS
TO ALTER AND MODIFY UNITS**

No owner of a UNIT shall permit there to be made any structural modifications or alterations therein without first obtaining the written consent of ASSOCIATION, which consent may be withheld in the event that a majority of the Board of Directors of said ASSOCIATION determine, in their sole discretion, that such structural modifications or alterations would affect or in any manner endanger the Building in part or in its entirety. If the modification or alteration desired by the owner of any UNIT involves the removal of any permanent interior partition, ASSOCIATION shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition, and as long as the removal thereof would in no manner affect or interfere with the provision of utility services constituting COMMON ELEMENTS located therein. No owner shall cause the balcony abutting his UNIT to be enclosed, or cause any improvements or changes to be made on the exterior of the Building, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning unit, which may protrude through the walls or roof of the Building, or in any manner change the appearance of any portion of the building not within the walls of such UNIT, nor shall storm panels or awnings be affixed, without the written consent of ASSOCIATION being first obtained. Nothing contained herein, however, shall prevent the replacement of the window unit air conditioners with similar air conditioning units as initially installed by the Grantor.

As to UNITS committed to Interval Ownership, and in addition to all other provisions of this Article XXV, no owner of a UNIT WEEK shall in any way alter, modify, redecorate (including paint, wall paper, upholstery, furniture, fixtures, etc.) or change such UNIT without first obtaining the written permission of the Board of Directors of the ASSOCIATION.

The Owner of the COMMERCIAL UNIT(S) may, without consent of the Board of Directors of the ASSOCIATION, make such modifications in the COMMERCIAL UNIT(S) (including the LIMITED COMMON ELEMENTS appurtenant thereto) as it deems advisable so long as such change does not affect the structural integrity of the building in which they are located and may, additionally, make such modifications as are specifically provided for in Article III.

XXVI.

**RIGHT OF ASSOCIATION TO ALTER AND
IMPROVE COMMON ELEMENTS AND
ASSESSMENT THEREFORE**

ASSOCIATION shall have the right to make or cause to be made such alterations or improvements to the COMMON ELEMENTS which do not prejudice the rights of the owner of any UNIT, unless such owner's written consent has been obtained, provided the making of such alterations and improvements are approved by the Board of Directors of said ASSOCIATION, and the cost of such alterations or improvements shall be assessed as common expense to be assessed and collected from all of the owners of UNITS according to the percentages set out in Exhibit B of the Master Deed. However, where any alterations and improvements are exclusively or substantially exclusively for the benefit of the owner or owners of a UNIT or UNITS requesting the same, then the cost of such alterations and improvements shall be assessed against and collected solely from the owner or owners of the UNIT or UNITS exclusively or substantially exclusively benefited, the assessment to be levied in such proportion as may be determined by the Board of Directors of ASSOCIATION. Alterations or improvements may not be made by ASSOCIATION to LIMITED COMMON ELEMENTS without the express written consent of the Owner of the UNIT to whom use of the LIMITED COMMON ELEMENT is restricted. Provided, that a UNIT committed to Interval Ownership and the LIMITED COMMON ELEMENTS appurtenant thereto may be altered and/or improved by direction of the ASSOCIATION.

XXVII.
**MAINTENANCE AND REPAIR BY OWNERS
OF UNITS**

Every owner must perform promptly all maintenance and repair work within his UNIT which, if omitted, would affect the CONDOMINIUM in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liability which his failure to do so may engender. The owner of each UNIT shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, stoves, refrigerators, fans, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his UNIT and which may now or hereafter be situated in his UNIT. Such owner shall further be responsible and liable for maintenance, repair and replacement of any and all window glass, wall, ceiling and floor exterior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place or maintain in his UNIT. Wherever the maintenance, repair and replacement of any items for which the owner of a UNIT is obligated to maintain, repair and replacement of any items for which the owner of a UNIT is obligated to maintain, repair or replace at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by ASSOCIATION, the proceeds of the insurance received by ASSOCIATION, or the Insurance Trustee hereinafter designated, shall be used for the purpose of making such maintenance, repair or replacement, except that the owner of such UNIT shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. Further, each owner shall, at his expense, keep the balcony, floor, walls facing the balcony and balcony railing (LIMITED COMMON ELEMENT) adjacent to his UNIT and intended for his exclusive use in a clean and sanitary condition and be responsible for the maintenance thereof. ASSOCIATION shall not be liable for loss by theft of owners personal property kept on his balcony.

XXVIII.
**MAINTENANCE AND REPAIR OF COMMON ELEMENTS
AND LIMITED COMMON ELEMENTS BY ASSOCIATION**

Except as set out below, ASSOCIATION, at its expense, shall be responsible for the maintenance, repair and replacement of all of the COMMON ELEMENTS, and, except as set out below, LIMITED COMMON ELEMENTS, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the COMMON ELEMENTS or LIMITED COMMON ELEMENTS for the furnishing of utility services to the UNITS and said COMMON ELEMENTS or LIMITED COMMON ELEMENTS, and should any incidental damage be caused to any UNIT by virtue of any work which may be done or caused to be done by ASSOCIATION in the maintenance, repair, or replacement of any COMMON ELEMENTS or LIMITED COMMON ELEMENTS, the said ASSOCIATION shall, at its expense, repair such incidental damage. The interior surfaces of walls and floors, the doors located within the LIMITED COMMON ELEMENTS or COMMON ELEMENTS shall be repaired and maintained by the owners of the UNITS to which the exclusive use is reserved, although this shall not include replacement or repair following a fire or other catastrophe or happening for which the ASSOCIATION carries insurance and in such case the insurance proceeds shall be used to replace or repair pursuant to the Article dealing with insurance and damage to COMMON ELEMENTS or LIMITED COMMON ELEMENTS.

XXIX.

MAINTENANCE AND REPAIR BY OWNERS OF UNIT WEEKS

Each Owner of UNIT WEEKS in a UNIT committed to Interval Ownership agrees:

A. To pay his proportionate share of the cost of the maintenance and repair of all interior and exterior components of said UNIT, the cost of maintenance, repair and replacement of all appliances, furniture, carpeting, fixtures, equipment, utensils, and other personal property within said UNIT, and such other costs of repair, maintenance, upkeep and operation of the UNIT as is necessary to the continued enjoyment of said UNIT by all said Owners of UNIT WEEKS therein.

B. Not to make, cause or allow to be made, any repairs, modifications, alterations, or replacements to the COMMON ELEMENTS, LIMITED COMMON ELEMENTS, outside or exterior portion of the buildings whether within a UNIT or part of the LIMITED COMMON ELEMENTS or COMMON ELEMENTS, exterior or interior of his UNIT, or of the furnishings, appliances, personal property, or décor thereof, without the prior written consent of the Board of Directors of the ASSOCIATION, and all other Owners of UNIT WEEKS therein.

C. Expenses of repairs or replacements to the UNIT or its components, furnishings, carpeting, appliances, or other property, real, personal, or mixed, occasioned by the specific use or abuse of any Owner of UNIT WEEKS in any UNIT, or any licensee or tenant of said Owner, shall be borne in their entirety by said Owner.

D. The ASSOCIATION, shall determine the interior color scheme, décor and furnishings, of each such UNIT, as well as the proper time for redecorating and replacements thereof.

XXX.

FAILURE TO MAINTAIN UNIT

In the event the Owner of a UNIT fails to maintain the said UNIT and LIMITED COMMON ELEMENTS, as required herein, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the ASSOCIATION, shall have the right to proceed in a Court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the ASSOCIATION shall have the right to levy an assessment against the Owner of a UNIT, and the UNIT, for such necessary sums to remove any unauthorized addition or alteration and to restore the property to good condition and repair. Where said failure, alteration, addition, or other violation is attributable to an Owner of UNIT WEEKS in a UNIT committed to Interval Ownership, any such levy of an assessment shall be limited to the UNIT WEEKS owned by said OWNER OF UNIT WEEKS and shall be of no force and effect as to any other Owner of UNIT WEEKS in said UNIT.

Said assessment shall have the same force and effect as all other special assessments and maintenance fees. The ASSOCIATION, shall have the further right to have its employees or agents, or any subcontractors appointed by it, enter a UNIT at all reasonable times to do such work as is deemed necessary by the Board of Directors of the ASSOCIATION, to enforce compliance with the provisions hereof.

XXXI.

**PERSONAL LIABILITY AND RISK OF LOSS
OF OWNER OF UNIT AND SEPARATE
INSURANCE COVERAGE, ETC.**

To the extent of such owners interest therein, the owner of each UNIT may, at his own expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such owner and may, at his own expense and option, obtain insurance coverage against personal liability for injury to the person or property of another while within such owner's UNIT, upon the COMMON ELEMENTS or upon the LIMITED COMMON ELEMENTS. All such insurance obtained by the owner of each UNIT shall, wherever such provision shall be available, provided that the insurer waives its right of subrogation as to any claims against other owners of UNITS, ASSOCIATION, and the respective servants, agents and guests of said other owners and ASSOCIATION, and such other insurance coverage should be obtained from the insurance company from which ASSOCIATION obtains coverage against the same risk, liability or peril, if said ASSOCIATION has such coverage. Risk of loss of or damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the COMMON ELEMENTS) belonging to or carried on the person of the owner of each UNIT, or which may be stored in any UNIT, or in, to or upon COMMON ELEMENTS or LIMITED COMMON ELEMENTS shall be borne by the owner of each such UNIT. All furniture, furnishings and personal property constituting a portion of the COMMON ELEMENTS and held for the joint use and benefit of all owners of all UNITS shall be covered by such insurance as shall be maintained in force and effect by ASSOCIATION as hereinafter provided. The owner of a UNIT shall have no personal liability for any damages caused by the ASSOCIATION or in connection with the use of the COMMON ELEMENTS. The owner of a UNIT shall be liable for injuries or damage resulting from an accident in his own UNIT, to the same extent and degree that the owner of a house would be liable for an accident occurring within the house. Any rental, sales or management entity utilizing any portion of the COMMON ELEMENTS or LIMITED COMMON ELEMENTS shall hold the ASSOCIATION harmless from any claims or demands for property damage or personal injury arising by reason of the acts or negligence of such entity, its employees, servants or agents.

XXXII.

**INSURANCE COVERAGE TO BE MAINTAINED BY
ASSOCIATION: INSURANCE TRUSTEE, APPOINTMENT AND
DUTIES: APPROVAL OF INSURORS BY INSTITUTIONAL
LENDER: USE AND DISTRIBUTION OF INSURANCE PROCEEDS, ETC.**

The following insurance coverage shall be maintained in full force and effect by ASSOCIATION covering the operation and management of the CONDOMINIUM and the said CONDOMINIUM, meaning the UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS, to-wit:

A. Casualty insurance covering all of the UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS, in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier, such coverage to afford protection against (i) loss or damage by fire or other hazards covered by the standard extended coverage or other peris endorsements; and (ii) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to the CONDOMINIUM, including but not limited to vandalism, malicious mischief, windstorm, water damage, flood and war risk insurance, if available.

B. Public liability and property damage insurance in such amounts and in such form as shall be required by ASSOCIATION to protect said ASSOCIATION and the owners of all UNITS, including but not limited to, water damage, legal liability, hired automobile, nonowned automobile and offpremises employee coverage.

C. Workmen's Compensation insurance to meet the requirements of law.

D. The Board of Directors of the ASSOCIATION, shall obtain casualty and liability insurance, as needed, on all UNITS committed to Interval Ownership, in such amounts and with such coverage as shall be required by the Board of Directors. Each such policy shall reflect the respective interests of the ASSOCIATION, and all Owners of UNIT WEEKS in each such UNIT. The named insured shall be the ASSOCIATION, individually and as agent for all of the UNIT WEEK Owners in each such UNIT, without naming them, and as agent for their mortgagee. The premiums shall be a part of the maintenance fee. All losses thereunder shall be payable to the Insurance Trustee hereinafter designated. All such proceeds shall be used for the purpose of repair or replacement of any loss, or in the event such loss is not to be repaired or replaced, as determined elsewhere, to be divided among all Owners of UNIT WEEKS in such UNIT in accordance with their percentage interest in remainder. Any deficit in such proceeds, after repair or replacement, shall be divided among all such Owners of UNIT WEEKS in that UNIT in accordance with their percentage interest in remainder. Any deficit in such proceeds, after repair or replacement, shall be divided among all such Owners of UNIT WEEKS in that UNIT in accordance with Exhibit "B-1", to this Declaration. Deficits shall be treated as part of the maintenance fee next due. Overage, if any, shall be added to that UNIT'S maintenance fund.

E. Such other insurance coverage, other than title insurance, as the Board of Directors of ASSOCIATION, in its sole discretion may determine from time to time to be in the best interests of ASSOCIATION and the owners of all of the UNITS or as an institutional type lender may reasonably require so long as it is the owner of a mortgage on any UNIT.

All policies of insurance must provide that they may not be cancelled or substantially modified by any party, without at least ten (10) days prior written notice to the ASSOCIATION and to each holder of a first mortgage who is listed as such upon the policy.

All liability insurance maintained by ASSOCIATION shall contain cross liability endorsements to cover liability of all owners of UNITS as a group to each UNIT owner.

All insurance coverage authorized to be purchased shall be purchased by ASSOCIATION for itself and for the benefit of all of the owners of all UNITS. The cost of obtaining the insurance coverage authorized above is declared to be a common expense, as are any other fees and expenses incurred which may be necessary or incidental to carrying out the provisions hereof.

All policies of casualty insurance covering the CONDOMINIUM shall provide for the insurance proceeds covering any loss to be payable to the Insurance Trustee named as hereinafter provided, or to its successor, and the insurance proceeds from any casualty loss shall be held for the use and benefit of ASSOCIATION and all of the owners of all UNITS and their respective Mortgagees, as their interests may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. ASSOCIATION is hereby declared to be and appointed as Authorized Agent for all of the owners of all UNITS for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

Institutional First Mortgagees owning and holding first mortgages encumbering UNITS and/or UNIT WEEKS shall have the right to approve all such insurance policies, the companies issuing same and the amounts of coverage.

The ASSOCIATION shall have the right to designate the Insurance Trustee and all parties beneficially interested in such insurance coverage shall be bound thereby.

The Insurance Trustee need not be appointed until a loss arises and then must be appointed and such Trustee, shall be a banking institution having trust powers and doing business in the State of South Carolina. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal of any policy or policies of casualty insurance, nor for the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds.

The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold same in trust for the purposes herein stated, and for the benefit of ASSOCIATION and the owners of all UNITS and their respective mortgagees, such insurance proceeds to be disbursed and paid by the Insurance Trustee as hereinafter provided. ASSOCIATION, as a common expense, shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of said Insurance Trustee. Wherever the Insurance Trustee may be required to make distribution of insurance proceeds to owners of UNITS and their Mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a Certificate of the President and Secretary of ASSOCIATION, executed under oath, and which Certificate will be provided to said Insurance Trustee upon request of said Insurance Trustee made to ASSOCIATION, such Certificate to certify unto said Insurance Trustee the name or names of the owners of each UNIT, the name or names of the Mortgagee or Mortgagees who may hold a mortgage or mortgages encumbering each UNIT, and the respective percentages of any distribution which may be required to be made to the owner or owner's of any UNIT or UNITS and his or their respective Mortgagee or Mortgagees, as their respective interests may appear. Where any insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder or holders of any mortgage or mortgages encumbering a UNIT shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage or mortgages, unless such insurance proceeds represent a distribution to the owner or owners of any UNIT or UNITS, and their respective mortgagees, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner or owners of any UNIT or UNITS, and their respective mortgagee or mortgagees, by reason of loss of or damage to personal property constituting a part of COMMON ELEMENTS and as to which a determination is made not to repair, replace or restore such personal property. So long as Lenders shall have the right to approve the company or companies with whom said casualty insurance coverage is placed, Lenders shall also have the right to approve the amount of such insurance coverage to be maintained.

In the event of the loss of or damage only to COMMON ELEMENTS or LIMITED COMMON ELEMENTS, real or personal, which loss or damage is covered by the casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of such COMMON ELEMENTS or LIMITED COMMON ELEMENTS, then such excess insurance proceeds shall be paid by the Insurance Trustee to the ASSOCIATION. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then ASSOCIATION shall deposit

with the Insurance Trustee a sum which, together with the insurance proceeds received or to be received, will enable said Insurance Trustee to completely pay for the repair, replacement or reconstruction of any loss or damage, as the case may be. The monies to be deposited by ASSOCIATION with the Insurance Trustee, in said latter event, may be paid by ASSOCIATION out of its Reserve for Replacement Fund, and if the amount in such Reserve for Replacements Fund is not sufficient, then ASSOCIATION shall levy and college an assessment against the owners of all UNITS and said UNITS in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction.

In the event of the loss of or damage to COMMON ELEMENTS or LIMITED COMON ELEMENTS and any UNIT or UNITS which loss or damage is covered by the casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be first applied to the repair, replacement or reconstruction, as the case may be, of COMMON ELEMENTS and LIMITED COMMON ELEMENTS, real or personal, and then any remaining insurance proceeds shall be applied to the repair, replacement or reconstruction of any UNIT or UNITS which may have sustained any loss or damage so covered. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of the COMMON ELEMENTS and LIMITED COMMON ELEMENTS and the insurance proceeds shall be paid and distributed by the Insurance Trustee to the ASSOCIATION. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that insurance proceeds when collected will not be so sufficient, then the Board of Directors of ASSOCIATION shall, based upon reliable and detailed estimates obtained by it from competent and qualified parties, determine and allocate the cost of repair, replacement or reconstruction between the COMMON ELEMENTS, LIMITED COMMON ELEMENTS and the UNIT or UNITS, sustaining any loss or damage. If the proceeds of said casualty insurance are sufficient to pay for the repair, replacement or reconstruction of any loss of or damage to COMMON ELEMENTS and LIMITED COMMON ELEMENTS but should the same not be sufficient to repair, replace or reconstruct any loss of or damage to any UNIT or UNITS, then ASSOCIATION shall levy and collect an assessment from the owner or owners of the UNIT or UNITS sustaining any loss or damage, and the assessment so collected from said owner or owners shall be deposited with said Insurance Trustee so that the sum on deposit with said Insurance Trustee shall be sufficient to completely pay for the repair, replacement or reconstruction of all COMMON ELEMENTS, LIMITED COMMON ELEMENTS and UNIT or UNITS. In said latter event, the assessment to be levied and collected from the owner or owners of each UNIT or UNITS sustaining loss or damage shall be apportioned between such owner or owners in such manner that the assessment levied against each owner of a UNIT and his UNIT shall bear the same proportion to the total assessment levied against all of said owners of UNITS sustaining loss or damage as does the cost of repair, replacement or reconstruction of each owner's UNIT bear to the cost applicable to all of said UNITS sustaining loss or damage. If the casualty insurance proceeds payable to the Insurance Trustee in the event of the loss of or damage to COMMON ELEMENTS, LIMITED COMMON ELEMENTS and UNIT or UNITS is not in an amount which will pay for the complete repair, replacement or reconstruction of the COMMON ELEMENTS and LIMITED COMMON ELEMENTS, it being recognized that such insurance proceeds are to be first applied to payment for repair, replacement or reconstruction of said COMMON ELEMENTS and LIMITED COMMON ELEMENTS before being applied to the repair, replacement or reconstruction of a UNIT or UNITS, then the cost to repair, replace or reconstruct said COMMON ELEMENTS and LIMITED COMMON ELEMENTS in excess of available casualty insurance proceeds shall be levied and collected as an assessment from all of the owners of all UNITS in the same manner as would such assessment be levied and collected had the loss or damage sustained been solely to COMMON ELEMENTS and LIMITED COMMON ELEMENTS and the casualty insurance proceeds been not sufficient to cover the cost of repair, replacement or reconstruction, and the cost of repair, replacement or reconstruction of

each UNIT or UNITS sustaining loss or damage shall then be levied and collected by assessment of the owner or owners of UNIT or UNITS sustaining the loss or damage in the same manner as is above provided for the apportionment of such assessment between the owner or owners of UNIT or UNITS sustaining such loss or damage.

In the event of loss of or damage to property covered by such casualty insurance, ASSOCIATION shall, within sixty (60) days after any such occurrence, obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premium for such Bond as the Board of Directors of ASSOCIATION may deem to be in the best interests of the membership of said ASSOCIATION. Wherever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of the repair, replacement or reconstruction thereof, the additional monies required to completely pay for such repair replacement or reconstruction of said loss or damage, whether to be paid by all of the owners of UNITS or only by the owner or owners of any UNIT or UNITS sustaining loss or damage, or both, shall be deposited with said Insurance Trustee not later than thirty (30) days from the date on which said Insurance Trustee shall receive the monies payable under the policy or policies of casualty insurance.

In the event of the loss or damage to personal property belonging to ASSOCIATION, the insurance proceeds, when received by the Insurance Trustee, shall be paid to ASSOCIATION. In the event of the loss of or damage to personal property constituting a portion of the COMMON ELEMENTS, and should the Board of Directors of Association determine not to replace such personal property as may be lost or damaged, then the insurance proceeds received by the Insurance Trustee shall be paid to the ASSOCIATION.

The proceeds of any such insurance shall be applied to reconstruct the improvements as provided in The Act; provided, however, reconstruction shall not be compulsory where it comprises the whole or more than two-thirds of the Property as is provided in The Act. In such event, the proceeds shall be divided as provided in The Act unless unanimously agreed upon by the Owners and all mortgagees upon the Property or any portion thereof, of record. In the event of such prorata division, the mortgagees of record shall have first claim upon such insurance proceeds delivered to the Owner of the UNIT upon which such mortgagee holds a mortgage lien to the extent of the indebtedness due and owing upon the debt which such mortgage secures and to the extent the mortgage agreement provides. Property as used herein shall be defined as in The Act, but shall not include any land, improvements or rights which comprise Phase II until such time as Phase II is submitted to the Regime.

If the Property is not insured or if the insurance proceeds are insufficient to cover the costs of reconstruction, rebuilding costs shall be paid as provided in The Act by all of the Owners directly affected by the damage and each shall be responsible for a share equal to the total cost times a fraction, the numerator of which is one and the denominator of which is the number of units directed affected. Failure or refusal of payment of any of the Owners so affected shall result in a lien upon his UNIT in favor of the ASSOCIATION in such amount and may be enforced in the manner provided for collection or unpaid assessments herein and/or in The Act.

Any repair an/or restoration must be substantially in accordance with the plans and specifications for the original buildings and improvements or as the buildings or improvements were last constructed or according to plans approved by the ASSOCIATION and all Institutional Mortgagees of record, which approval shall not be unreasonably withheld.

XXXIII.

**APPORTIONMENT OF TAX OR SPECIAL
ASSESSMENT IF LEVIED AND ASSESSED
AGAINST THE CONDOMINIUM AS A WHOLE**

In the event that any taxing authority having jurisdiction over the CONDOMINIUM shall levy or assess any Tax or Special Assessment against the CONDOMINIUM, as a whole, as opposed to levying and assessing such Tax or Special Assessment against each UNIT and its appurtenant undivided interest in COMMON ELEMENTS and LIMITED COMMON ELEMENTS as now provided by law, then such Tax or Special Assessment so levied shall be paid as a common expense by ASSOCIATION, and any Taxes or Special Assessments which are to be so levied shall be included, wherever possible, in the estimated Annual Budget of ASSOCIATION, or shall be separately levied and collected as an assessment by ASSOCIATION against all of the owners of all UNITS and said UNITS if not included in said Annual Budget. The amount of any Tax or Special Assessment paid or to be paid by ASSOCIATION in the event that such Tax or Special Assessment is levied against the CONDOMINIUM, as a whole, instead of against each separate UNIT and its appurtenant undivided interest in COMMON ELEMENTS and LIMITED COMMON ELEMENTS shall be apportioned among the owners of all UNITS so that the amount of such Tax or Special Assessment so paid or to be paid by ASSOCIATION and attributable to and to be paid by the owner or owners of each UNIT shall be that portion of such total Tax or Special Assessment which bears the same ratio to said total Tax or Special Assessment as the undivided interest in COMMON ELEMENTS and LIMITED COMMON ELEMENTS appurtenant to each UNIT bears to the total undivided interest in COMMON ELEMENTS and LIMITED COMMON ELEMENTS appurtenant to all UNITS. In the event that any Tax or Special Assessment shall be levied against the CONDOMINIUM in its entirety, without apportionment by the taxing authority to the UNITS and appurtenant undivided interests in COMMON ELEMENTS and LIMITED COMMON ELEMENTS, then the assessment by ASSOCIATION, which shall include the proportionate share of such Tax or Special Assessment attributable to each UNIT and its appurtenant undivided interest in COMMON ELEMENTS and LIMITED COMMON ELEMENTS, shall separately specify and identify the amount of such assessment attributable to such Tax of Special Assessments, and the amount of such Tax or Special Assessment so designated shall be and constitute a lien prior to all mortgages and encumbrances upon any UNIT and its appurtenant undivided interest in COMMON ELEMENTS and LIMITED COMMON ELEMENTS, regardless of the date of the attachment and/or recording of such mortgage or encumbrance, to the same extent as though such Tax or Special Assessment had been separately levied by the taxing authority upon each UNIT and its appurtenant undivided interest in COMMON ELEMENTS and LIMITED COMMON ELEMENTS.

All personal property taxes levied or assessed against personal property owned by ASSOCIATION shall be paid by said ASSOCIATION and shall be included as a common expense in the Annual Budget of the ASSOCIATION. Ad valorem taxes on a UNIT committed to Interval Ownership shall be paid by the ASSOCIATION and said taxes shall be collected as part of the maintenance fee in the event the UNIT WEEK Owners are not billed individually for ad valorem taxes.

XXXIV.

**ASSOCIATION TO MAINTAIN REGISTRY
OF OWNERS AND MORTGAGEES**

ASSOCIATION shall at all times maintain a Register setting forth the names of the owners of all of the UNITS, and, in the event of a UNIT committed to Interval Ownership, all Owners of UNIT WEEKS, and in the event of the sale or transfer of any UNIT to a third party, the purchaser or transferee shall notify ASSOCIATION in writing of his interest in such UNIT or UNIT WEEK together with such recording

information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any UNIT. Further the owner of each UNIT or UNIT WEEK shall at all times notify ASSOCIATION of the names of the parties holding any mortgage or mortgages on any UNIT or UNIT WEEK, the amount of such mortgage or mortgages, and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any UNIT or UNIT WEEK may, if he so desires, notify ASSOCIATION of the existence of any mortgage held by such party on any UNIT or UNIT WEEK, and upon receipt of such notice, ASSOCIATION shall register in its records all pertinent information pertaining to the same.

XXXV.

ASSESSMENTS, MAINTENANCE FEE, LIABILITY, LIEN AND ENFORCEMENT

ASSOCIATION, as and for the Council of Co-Owners, is given the authority to administer the operation and management of the CONDOMINIUM, it being recognized that the delegation of such duties to one entity is in the best interests of the owners of all UNITS. To properly administer the operation and management of the project, ASSOCIATION will incur, for the mutual benefit of all of the owners of UNITS, costs and expenses which will be continuing or nonrecurring costs, as the case may be, which costs and expenses are sometimes herein referred to as "common expense." To provide the funds necessary for such proper operation and management, the said ASSOCIATION has heretofore been granted the right to make, levy and collect assessments against the owners of all UNITS and said UNITS. In furtherance or said grant of authority to ASSOCIATION to make, levy and collect assessments to pay the costs and expenses for the operation and management of the CONDOMINIUM, the following provisions shall be operative and binding upon the owners of all UNITS, to wit:

A. All assessments levied against the owners of UNITS and said UNITS shall be uniform and, unless specifically otherwise provided for in this Master Deed, the assessments made by ASSOCIATION shall be in such proportion that the amount of assessment levied against each owner of a UNIT and his UNIT shall bear the same ratio to the total assessment made against all owners of UNITS and their UNITS as does the undivided interest in COMMON ELEMENTS and LIMITED COMMON ELEMENTS appurtenant to each UNIT bear to the total undivided interest in COMMON ELEMENTS and LIMITED COMMON ELEMENTS appurtenant to all UNITS. Should ASSOCIATION be the owner of any UNIT or UNITS, the assessment which would otherwise be due and payable to ASSOCIATION by the owner of such UNIT or UNITS, reduced by an amount of income which may be deprived from the leasing such UNIT or UNITS by ASSOCIATION, shall be apportioned and assessment thereof levied ratably among the Owners of all UNITS which are not owned by ASSOCIATION, based upon their proportionate interests in the COMMON ELEMENTS and LIMITED COMMON ELEMENTS exclusive of the interests therein appurtenant to any UNIT or UNITS owned by ASSOCIATION.

B. The assessment levied against the owner of each UNIT and his UNIT shall be payable in annual, quarterly or monthly installments, or in such other installments and at such times as may be determined by the Board of Directors of ASSOCIATION. Maintenance fees shall also be payable by Owners of UNIT WEEKS in like manner.

B. The Board of Directors of ASSOCIATION shall establish an Annual Budget in advance for each fiscal year which shall correspond to the calendar year, and such Budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the CONDOMINIUM, including a reasonable allowance for contingencies and reserves, such Budget to take into account projected anticipated income which is to be applied in reduction of the amount required to be collected as an assessment each year. Upon adoption of such Annual Budget by the Board of Directors

of ASSOCIATION, copies of said Budget shall be delivered to each owner of a UNIT and the assessment for said year shall be established based upon such Budget, although the delivery of a copy of said Budget to each owner shall not affect the liability of any owner for such assessment. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the CONDOMINIUM, or in the event of emergencies, said Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

D. The Board of Directors of ASSOCIATION, in establishing said Annual Budget for operation, management and maintenance of the Project shall include therein a sum to be collected and maintained as a reserve fund for replacement of COMMON ELEMENTS and LIMITED COMMON ELEMENTS, which reserve fund shall be for the purpose of enabling ASSOCIATION to replace structural elements and mechanical equipment constituting a part of the COMMON ELEMENTS and LIMITED COMMON ELEMENTS as well as the replacement of personal property which may constitute a portion of the COMMON ELEMENTS and LIMITED COMMON ELEMENTS held for the joint use and benefit of all of the owners of all UNITS. The amount to be allocated to such Reserve Fund for Replacements shall be established by said Board of Directors so as to accrue and maintain at all times a sum reasonably necessary to anticipate the need for replacements of said COMMON ELEMENTS and LIMITED COMMON ELEMENTS. The amount collected and allocated to the Reserve Fund for Replacements from time to time shall be maintained in a separate account by ASSOCIATION, although nothing herein contained shall limit ASSOCIATION from applying any monies in such Reserve Fund for Replacements to meet other needs or requirements of ASSOCIATION in operating or managing the Project in the event of emergencies, or in the event that the sums collected from the owners of UNITS are insufficient to meet the then fiscal financial requirements of ASSOCIATION, but it shall not be a requirement that these monies be used for such latter purposes, as a separate assessment may be levied therefore if deemed to be preferable by the Board of Directors of ASSOCIATION in the sole discretion of said Board of Directors

E. The Board of Directors of ASSOCIATION, in establishing said Annual Budget for operation, management and maintenance of the Project, shall include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of UNITS, as a result of emergencies or for other reason placing financial stress upon the ASSOCIATION.

F. All monies collected by ASSOCIATION shall be treated as the separate property of the said ASSOCIATION, and such monies may be applied by the said ASSOCIATION to the payment of any expense of operating and managing the CONDOMINIUM, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Master Deed and the Articles of Incorporation and By-Laws of said ASSOCIATION and as the monies for any assessment are paid unto ASSOCIATION by any owner of a UNIT the same may be comingled with the monies paid to the said ASSOCIATION by the owner of UNITS. Although all funds and other assets of ASSOCIATION, and any increments thereto or profits derived therefrom, or from the leasing or use of COMMON ELEMENTS and LIMITED COMMON ELEMENTS, shall be held for the benefit of the members of ASSOCIATION, who shall own any common surplus in the proportions of their percentage or undivided interest in the CONDOMINIUM, no member of said ASSOCIATION shall have the right to assign, hypothecate, pledge or in any manner transfer this membership interest therein, except as an appurtenance to his UNIT.

G. The payment of any assessment, maintenance fee or installment thereof due to ASSOCIATION shall be in default if such assessment, maintenance fee or any installment thereof, is not paid unto ASSOCIATION, on or before the due date for such payment. When in default, the Board of Directors may accelerate the remaining installments of the annual assessment or maintenance fee upon notice thereof to the UNIT owner, or owner of a UNIT WEEK, whereupon the entire unpaid balance of the annual assessment or maintenance fee shall become due upon the date stated in the notice, which shall not be less than ten (10) days after the date of the notice. In the event any assessment, maintenance fee, installment, or accelerated assessments are not paid within twenty (20) days after their due date, the ASSOCIATION, through its Board of Directors, may proceed to enforce and collect the said assessments or maintenance fees against the UNIT or UNIT WEEK owner owing the same in any manner provided for by the Act, including the right of foreclosures and sale. When in default, the delinquent assessment, maintenance fee or delinquent installment thereof due to ASSOCIATION shall bear interest at the then highest rate of interest permitted by law or if no such rate, at 10 per annum until such delinquent assessment or installment thereof, and all interest due thereon, has been paid to ASSOCIATION.

H. The owner or owners of each UNIT or UNIT WEEK shall be personally liable to ASSOCIATION for the payment of all assessments, regular or special, and maintenance fees which may be levied by ASSOCIATION while such party or parties are owner or owners of a UNIT or UNIT WEEK in the CONDOMINIUM. In the event that any owner or owners are in default in payment of any assessment, maintenance fee or installment thereof owed to ASSOCIATION, such owner or owners of any UNIT or UNIT WEEK shall be personally liable for interest on such delinquent assessment, maintenance fee or installment thereof as above provided, and for all cost of collecting such assessment, maintenance fee or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

I. No owner of a UNIT or UNIT WEEK may exempt himself from liability for any assessment or maintenance fee levied against such owner and his UNIT or UNIT WEEK by waiver of the use or enjoyment of any of the COMMON ELEMENTS or LIMITED COMMON ELEMENTS, or by abandonment of the UNIT or UNIT WEEK, or in any other manner.

J. Recognizing that the necessity for providing proper operation and management of the Project entails the continuing payment of costs and expenses, therefore, which results in benefit to all of the owners of UNITS or UNIT WEEKS, and that the payment of such common expense represented by the assessments and maintenance fees levied and collected by ASSOCIATION is necessary in order to preserve and protect the investment of the owner of each UNIT or UNIT WEEK, ASSOCIATION is hereby granted a lien upon such UNIT or UNIT WEEK and its appurtenant undivided interest in COMMON ELEMENTS and LIMITED COMMON ELEMENTS, which lien shall secure and does secure the monies due for all assessments or maintenance fees now or hereafter levied against the owner of each UNIT or UNIT WEEK, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments or maintenance fees owing to ASSOCIATION, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by ASSOCIATION in enforcing this lien upon said UNIT or UNIT WEEK and its appurtenant undivided interest in the COMMON ELEMENTS and LIMITED COMMON ELEMENTS. The lien granted to ASSOCIATION may be foreclosed in the same manner as mortgages may be foreclosed in the State of South Carolina, and in any suit for the foreclosure of said lien, the ASSOCIATION shall be entitled to rental from the owner of any UNIT or UNIT WEEK from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for said UNIT or UNIT WEEK. The rental required to be paid shall be equal to the rental charged on comparable type of UNITS or UNIT WEEKS in Myrtle Beach, South Carolina. The lien granted to the ASSOCIATION shall further secure such advances for taxes, and payments on account of superior mortgages, liens or encumbrances which may be required to be

advanced by the ASSOCIATION in order to preserve and protect its lien, and the ASSOCIATION shall further be entitled to interest at the then highest rate or, if no such rate, at 10 per annum on any such advances made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any UNIT or UNIT WEEK, or who may be given or acquire a mortgage, lien or other encumbrance thereon, is hereby placed on notice of the lien granted to ASSOCIATION, and shall acquire such interest in any UNIT or UNIT WEEK expressly subject to such lien. In the case of a lien against an owner of UNIT WEEKS in a UNIT committed to Interval Ownership, said lien shall be limited to the UNIT WEEKS owned by said owner and shall not encumber the Property, real or personal, of any other owner of UNIT WEEKS in said UNIT.

K. The lien herein granted unto ASSOCIATION shall be effective from and after the time of recording in the Public Records of Horry County, South Carolina, a claim of lien stating the description of the UNIT or UNIT WEEK encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall be fully paid. Such claims of lien shall include only assessments or maintenance fees which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed, and verified by an officer or agent of the ASSOCIATION. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The claim of lien filed by the ASSOCIATION shall be subordinate to the lien of any bona fide good faith mortgage or any other bona fide and good faith lien recorded prior to the time of recording of the ASSOCIATION'S Claim of Lien.

In the event that any persons, firm or corporation shall acquire title to any UNIT or UNIT WEEK and its appurtenance undivided interest in COMMON ELEMENTS and LIMITED COMMON ELEMENTS by virtue of any foreclosure of judicial sale, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments or maintenance fees as shall accrue and become due and payable for said UNIT or UNIT WEEK and its appurtenance undivided interest in COMMON ELEMENTS and LIMITED COMMON ELEMENTS subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments or maintenance fees which were in default and delinquent at the time it acquired such title subject to the lien of any assessment or maintenance fee by ASSOCIATION representing an apportionment of Taxes or Special Assessment levied by taxing authorities against the CONDOMINIUM in its entirety. In the event of the acquisition of title to a UNIT or UNIT WEEK by foreclosure or judicial sale, any assessment or maintenance fee or assessments or maintenance fees as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all UNITS and UNIT WEEKS as a part of the common expense, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment or maintenance fee from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

L. Whenever any UNIT or UNIT WEEK may be sold or mortgaged by the owner thereof, which sale shall be concluded only upon compliance with other provisions of this Master Deed, ASSOCIATION, upon written request of the owner of such UNIT or UNIT WEEK, shall furnish to the proposed purchaser or mortgagee, a statement verifying the status of payment of any assessment or maintenance fee which shall be due and payable to ASSOCIATION by the owner of such UNIT or UNIT WEEK. Such statement shall be executed by any Officer of the ASSOCIATION and any purchaser or mortgagee may rely upon such statement in concluding the proposed purchase or mortgage transaction, and ASSOCIATION shall be bound by such statement.

In the event that a UNIT or UNIT WEEK is to be sold or mortgaged at the time when payment of any assessment or maintenance fee against the owner of said UNIT or UNIT WEEK and such UNIT or UNIT WEEK due to ASSOCIATION shall be in default (whether or not a claim of lien has been recorded by the ASSOCIATION) then the proceeds of such purchase or mortgage proceeds, shall be applied by the purchaser or mortgagee first to payment of any then delinquent assessment, maintenance fee or installment thereof due to ASSOCIATION before the payment of any proceeds of purchase or mortgage proceeds to the owner of any UNIT or UNIT WEEK who is responsible for payment of such delinquent assessment or maintenance fee.

In any voluntary conveyance of a UNIT or UNIT WEEK, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments and maintenance fee against Grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee thereof.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment or maintenance fee shall not be deemed to be an election by ASSOCIATION which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sums then remaining owing to it.

Notwithstanding anything in this Master Deed to the contrary, it is declared that until three years from the date each phase is submitted to the Regime with respect to each UNIT or UNIT WEEK in such phase, each UNIT or UNIT WEEK in the applicable phase shall be exempt from the assessment and maintenance fee created herein until such time as the UNIT or UNIT WEEK is conveyed by the Grantor to a Grantee (Owner). Except as expressly provided herein, no UNIT or UNIT WEEK and its appurtenant percentage interest shall be exempt from said assessment or maintenance fee. Moreover, until such time as a UNIT or UNIT WEEK is conveyed by the Grantor, to a Grantee, the Grantor shall be assessed and pay to the ASSOCIATION in lieu of an assessment or maintenance fee thereof a sum equal to the actual amount of actual operating expenditures for the calendar year less an amount equal to the total assessments and maintenance fees made by the ASSOCIATION against Owners of UNITS and UNIT WEEKS other than those owned by Grantor. The actual operating expenditures for this purpose shall also include any reserve for replacements or operating reserves. Commencing at each appropriate date as set out above, the Grantor shall be subject to assessments and maintenance fees as provided for in this Master Deed so that it will pay assessments and maintenance fees on the same basis provided for under this Master Deed as the same are paid by UNIT or UNIT WEEK owners.

XXXVI.

MAINTENANCE FEE FOR UNITS COMMITTED TO INTERVAL OWNERSHIP

All Owners of UNIT WEEKS in UNITS committed to Interval Ownership shall pay a "maintenance fee". The maintenance fee shall include the following:

The UNIT'S share of common expenses, as set forth in Paragraph XXXV above;

Repair and upkeep of the UNIT for normal wear and tear (example: repainting interior walls);

Repair and replacement of furniture, fixtures, appliances, carpeting and utensils;

Casualty and/or liability insurance on the UNIT;

Utilities for the subject UNIT;

Personal property, real estate, and any other applicable taxes not billed directly to the Owners of the UNIT WEEK'S in the UNIT.

Any other expenses incurred in the normal operations and maintenance of the UNIT which cannot be attributed to a particular UNIT WEEK Owner.

The maintenance fee shall be pro-rated among all Owners of UNIT WEEKS in a specific UNIT by applying a fraction, the numerator of which is the number of UNIT WEEKS owned by a specific Owner, the denominator of which is fifty-one (51), to the total of all such expenses. The foregoing shall not apply to any UNIT WEEK conveyed to the ASSOCIATION.

In addition to all other remedies granted to the ASSOCIATION hereunder or by operation of law, the Board of Directors may deny any Interval Owner the right to use his UNIT WEEK so long as such Owner is delinquent in the payment of any maintenance fee, assessment or special assessment. In exercising this right, it shall be appropriate for the Board of Directors to instruct the Management Agent to deny such right to use all delinquent Owners.

XXXVII.

MAINTENANCE WEEK IN UNITS COMMITTEE TO INTERVAL OWNERSHIP

Upon conveying thirty (30) UNIT WEEKS in any UNIT committed to Interval Ownership, or six (6) months from the date of the first conveyance under Interval Ownership in any UNIT committed to Interval Ownership, whichever date comes first, the Grantor agrees to convey and the ASSOCIATION agrees to accept one (1) UNIT WEEK to be used for maintenance purposes. The Grantor shall have the right to choose the UNIT WEEK to be so conveyed. In the event any one (1) person, or other legal entity becomes holder of record title to all UNIT WEEKS in any one (1) UNIT, that person, or other legal entity, may cause the ASSOCIATION to convey said UNIT WEEK conveyed to the ASSOCIATION to it by notifying the ASSOCIATION, in writing, of its desire that said UNIT cease being a UNIT committed to Interval Ownership. The ASSOCIATION shall execute the necessary papers to complete said conveyance no later than sixty (60) days after Notice. All expenses of said conveyance, including state stamps and recording fees, shall be borne by the person, or other legal entity, desiring such conveyance.

XXXVIII.

CONTINUATION

A. This Master Deed and said Plan of Condominium Ownership may only be terminated by the unanimous consent of all of the owners of all UNITS and UNIT WEEKS and all of the parties holding mortgages, liens or other encumbrances against any of said UNITS, in which event the termination of the CONDOMINIUM shall be by such plan as may then be adopted by said Owners and parties holding any mortgages, liens or other encumbrances. Such election to terminate this Master Deed and the Plan of Condominium Ownership established herein shall be executed in writing by all of the aforementioned parties, and such instrument or instruments shall be recorded in the Public Records of Horry County, South Carolina.

B. It is understood that in the year 2024, the purchasers of UNITS committed to Interval Ownership shall become tenants-in-common. The Board of Directors of the ASSOCIATION shall, no less than thirty (30) days, nor more than sixty (60) days, prior to the actual date of such conversion to tenancy-in-common, call a meeting of all Owners of UNIT WEEKS in UNITS committed to Interval Ownership. At such meeting, a vote shall be taken to decide the disposition of the UNITS committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of UNIT WEEKS in UNITS committed to Interval Ownership. At such meeting the Owners, by a majority vote, may vote to continue their intervals, in which case the restrictive covenants set forth below will be adopted as covenants running with the land for a period of ten (10) years. The Board of Directors of the ASSOCIATION shall, no less than thirty (30) days, nor more than sixty (60) days, prior to

the actual expiration of said ten (10) year period, call a meeting of all Owners of UNIT WEEKS in UNITS, committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of UNIT WEEKS in UNITS committed to Interval Ownership. The Owners may then vote to continue the intervals for an additional ten (10) year period. This process shall be repeated as the end of each successive ten (10) year period approaches. Should less than a majority of the Owners vote to continue the intervals at any such meeting, then the Board of Directors of the ASSOCIATION shall take the necessary steps to discontinue the Interval Ownership program at the Condominium, at which time the Board of Directors of the ASSOCIATION and each Owner of a UNIT WEEK in a UNIT committed to Interval Ownership shall have the right to take such action as is permitted by this Declaration and laws of the State of South Carolina. This shall include, but not be limited to, filing suit in a court of competent jurisdiction in Horry County, South Carolina, for partition of the UNITS, if permitted by applicable law.

In the event the Owners vote to continue their UNIT WEEKS as provided above, then each Owner shall have the exclusive right to occupy his UNIT, and as between Owners to use and enjoy the COMMON ELEMENTS and LIMITED COMMON ELEMENTS of the Condominium, and the rights and easements appurtenant to his UNIT during his UNIT WEEKS (and, in the case of Grantor, during all UNIT WEEKS not theretofore conveyed, and to authorize others so to do, together with the non-exclusive right in common with all other Owners, but only when acting through the ASSOCIATION), to maintain and repair the UNITS during maintenance weeks. No Owner shall occupy his UNIT, or exercise any other rights of Ownership in respect of his UNIT other than the rights herein provided to him, during any other UNIT WEEKS unless expressly so authorized by the Owner entitled to occupy the UNIT during such UNIT WEEKS or during any maintenance week except when acting through the ASSOCIATION. Each Owner shall keep his UNIT and all furnishings in good condition and repair during his UNIT WEEKS, vacate the UNIT at the expiration of his UNIT WEEKS, remove all persons and property therefrom excluding only furnishings, leave the UNIT in good and sanitary condition and repair, and otherwise comply with such reasonable checkout and other procedures as may from time to time be contained in rules promulgated by the ASSOCIATION.

Subject to the laws of the State of South Carolina, no Owner or other person or entity acquiring any right, title or interest in a UNIT shall seek or obtain through any legal procedures, judicial partition of the UNIT or sale of the UNIT in lieu of partition at any date prior to the expiration of each successive ten (10) year period voted by a majority of Owners. If, however, any UNIT WEEKS shall be owned by two or more persons as tenants-in-common or as joint tenants, nothing herein contained shall prohibit a judicial sale of the UNIT WEEKS in lieu of partition as between such co-tenants or joint tenants.

XXXIX.

LIMITATION OF RIGHT TO PARTITION

No Condominium UNIT Owner shall bring, or have any right to bring, any action for partition or division of the Condominium Property, nor shall any Owner of UNIT WEEKS within any Condominium committed to Interval Ownership have any right to bring any such action with reference to other Owners or UNIT WEEKS in such Condominium UNIT, if permitted by law, until such time as is provided for in Article XXXIX.

The Interval Conveyance consists of an estate for years, together with a remainder over as tenants-in-common with all other purchasers of UNIT WEEKS, in each such Condominium UNIT as set forth in the Deed of Conveyance. No Owner of UNIT WEEKS in a UNIT committed to Interval Ownership, shall have the right to separate the estate for years from the remainder interest.

XXXX.

AMENDMENT OF MASTER DEED

Except for any alteration in the percentage of ownership in COMMON ELEMENTS and LIMITED COMMON ELEMENTS appurtenant to each UNIT, or alteration of the basis for apportionment of assessments which may be levied by ASSOCIATION in accordance with the provisions hereof, in which said instances consent of all of the owners of all UNITS and their respective mortgages shall be required, and except for any alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of Grantor, and the Lender which said rights and privileges granted and reserved unto the said Grantor and the Lender shall only be altered, amended or modified with the respective express written consent of the said Grantor or Lender, as the case may be, this Master Deed may be amended in the following manner:

An amendment or amendments to this Master Deed may be proposed by the Board of Directors of ASSOCIATION acting upon a vote of the majority of the Directors, or by the members of ASSOCIATION owning a majority of the UNITS in the CONDOMINIUM, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to the Master Deed being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of ASSOCIATION, or other Officer of ASSOCIATION in the absence of the President, who shall thereupon call a Special Meeting of the members of ASSOCIATION for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such Special Meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail addressed to the member at his Post Office address as it appears on the records of ASSOCIATION, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice and such waiver, when filed in the records of ASSOCIATION, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of two-thirds (2/3) of the eligible votes represented at such meeting in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Master Deed shall be transcribed and certified by the President and Secretary of ASSOCIATION as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a Deed shall be recorded in the Public Records of Horry County, South Carolina, within ten (10) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording data identifying the Master Deed. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the Officers of ASSOCIATION shall be delivered to all of the Owners of all UNITS and mailed to the mortgagees listed in the Registry required to be maintained by Article XXV hereof, but delivery and mailing of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of ASSOCIATION shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of ASSOCIATION at or prior to such meeting. Furthermore, no amendment to this Master Deed shall be adopted which would operate to affect the validity or priority of any Mortgage held by a Mortgagee or which would alter, amend or modify in any manner whatsoever the rights, powers and privileges granted and reserved herein in favor of any Mortgagee or in favor of Grantor without the consent of all such Mortgagees or Grantor as the case may be.

The Grantor reserves the right to make changes in this Master Deed to correct typographical or similar errors, provided that any such corrections shall not adversely affect the interest of any owner or owners, by recording an appropriate document in the Office of the Clerk of Court of Horry County.

Notwithstanding the foregoing paragraphs of this Article XXXX:

A. The Grantor, so long as it owns more than ten (10%) percent of the Condominium UNITS or UNIT WEEKS in the Condominium, reserves the right at any time to amend the Declaration, as may be required by any lending institution or public body, or in such manner as the Grantor may determine to be necessary in its sole discretion provided that such Amendment shall not increase the proportion of common expenses nor decrease the Ownership of COMMON ELEMENTS borne by the UNIT Owners, change a UNIT Owner's voting rights or change the size of the COMMON ELEMENTS to the prejudice of the UNIT Owners. Said Amendment need only be executed and acknowledged by the Grantor and the consent of the UNIT Owners, the ASSOCIATION, the owner and holder of any lien encumbering a Condominium UNIT or UNIT WEEK in this Condominium, or any others shall not be required.

B. This Master Deed shall not be amended to alter the rights of the Owners of UNIT WEEKS or the plan of Interval Ownership except with the unanimous consent of the Owners of all UNIT WEEKS.

C. The Grantor, its successors or assigns, may, without the consent of the UNIT Owners or Mortgagees, at any time prior to January 1, 1989 and January 1, 1994, amend this Master Deed in the manner set forth in Paragraph 111 so as to subject the Phase II property and the Phase III property respectively to the provisions of the Master Deed and the Horizontal Property Regime. Any such amendment shall, together with this Master Deed, contain all of the particulars required by the said Horizontal Property Act of South Carolina and from and after the recording of such amendment, Sands Ocean Club Horizontal Property Regime shall include all of said Phase II property and Phase III property as may be appropriate. The designation of each apartment number and its proportionate interest in the LIMITED COMMON ELEMENTS and COMMON ELEMENTS are set forth in Exhibit B, which is attached hereto and made a part and parcel hereof. It is not contemplated that the COMMON ELEMENTS and LIMITED COMMON ELEMENTS which may be submitted in Phase II or Phase III will substantially increase the proportionate amount of the common expenses payable by existing UNIT Owners.

XXXXI.

REMEDIES IN EVENT OF DEFAULT

The Owner or Owners of each UNIT as heretofore defined (which term includes the Owners of UNIT WEEKS) shall be governed by and shall comply with the provisions of this Master Deed, and the Articles of Incorporation and the By-Laws of ASSOCIATION and its rules and regulations as any of the same are now constituted or as they may be adopted and/or amended from time to time. A default by the Owner or Owners of any UNIT shall entitle ASSOCIATION or the Owner or Owners of other UNIT or UNITS to the following relief:

A. Failure to comply with any of the terms of this Master Deed or other restrictions and regulations contained in the Articles of Incorporation, By-Laws of ASSOCIATION, or its rules and regulations, shall be grounds for relief which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof and which relief may be sought by ASSOCIATION, or, if appropriate, by an aggrieved owner of a UNIT.

B. The Owner or Owners of each UNIT shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by ASSOCIATION. Such liability shall include any increase

in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a UNIT or its appurtenances. Nothing herein contained, however, shall be construed, so as to modify any waiver by insurance companies of rights of subrogation.

C. In any proceeding arising because of an alleged default by the Owner of any UNIT, the ASSOCIATION, if successful, shall be entitled to recover the costs of the proceedings, and such reasonable attorney's fees as may be determined by the Court, but in no event shall the Owner of any UNIT be entitled to such attorney's fees.

D. The failure of ASSOCIATION or of the Owner of a UNIT to enforce any right, provision, covenant, or condition which may be granted by this Master Deed or other above mentioned documents shall not constitute a waiver of the right of ASSOCIATION or of the Owner of a UNIT to enforce such right, provision, covenant or condition in the future.

E. All rights, remedies and privileges granted to ASSOCIATION or the Owner or Owners of a UNIT pursuant to any terms, provisions, covenants or conditions of this Master Deed or other above mentioned documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional right, remedies, or privileges as may be available to such party at law or in equity.

F. The failure of the Grantor, or the Lender to enforce any right, privilege, covenant or condition which may be granted to them, or either of them, by this Master Deed or other above mentioned document shall not constitute waiver of the right of either of said parties to thereafter enforce such right, provision, covenant or condition in the future.

XXXXII.

USE OF ACQUISITION OF INTEREST IN THE CONDOMINIUM TO RENDER USER OR ACQUIRER SUBJECT TO PROVISIONS OF MASTER DEED, RULES AND REGULATIONS

All present or future owners, tenants, or any other person who might use the facilities of the CONDOMINIUM in any manner, are subject to the provisions of this Master Deed and all documents appurtenant hereto and incorporated herewith, and the mere acquisition or rental of any UNIT, or the mere act of occupancy of any UNIT, shall signify that the provisions of this Master Deed are accepted and ratified in all respects.

XXXXIII.

RIGHT OF GRANTOR TO SELL OR LEASE UNITS OWNED BY IT AND RIGHT OF GRANTOR TO REPRESENTATION ON BOARD OF DIRECTORS OF ASSOCIATION

So long as the Grantor herein shall own any UNIT, the said Grantor shall have the absolute right to lease or sell any such UNIT to any person, firm or corporation, for and upon any term or terms and conditions as it shall deem to be in its own best interest. Further, so long as Grantor is the Owner of three (3) or more UNITS or the majority of UNIT WEEKS in three (3) or more UNITS or the right to add additional phases, then the said Grantor shall have the right to designate and select a majority of the persons who shall serve as members of each Board of Directors of the ASSOCIATION. Whenever Grantor shall be entitled to designate and select any person or persons to serve on any Board of

Directors of ASSOCIATION the manner in which such person or persons shall be designated shall be as provided in the Articles of Corporation and/or By-Laws of ASSOCIATION, and Grantor shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and to replace such person or persons with another person or other persons to act and serve in the place of any Director or Directors so removed for the remainder of the unexpired term of any Director or Directors so removed. Any Director designated and selected by Grantor need not be a resident in the Condominium. The Developer shall have the right, in its sole discretion, to waive the terms of this paragraph.

Any representative of Grantor serving on the Board of Directors of ASSOCIATION shall not be required to disqualify himself upon any vote any management contract or other matter between Grantor and ASSOCIATION where the said Grantor may have a pecuniary or other interest. Similarly, Grantor as a member of ASSOCIATION, shall not be required to disqualify itself in any vote which may come before the membership of ASSOCIATION upon any management contract or other matter between Grantor and ASSOCIATION where Grantor may have a pecuniary or other interest.

The Grantor shall have the right so long as one (1) Condominium UNIT or UNIT WEEK is being held by the Grantor for sale in the ordinary course of business to use a portion of the COMMON ELEMENTS for the purpose of aiding in the sale of Condominium UNITS and/or UNIT WEEKS including the right to use portions of the Condominium Property for parking for prospective purchasers and such other parties as Grantor determines. The foregoing right shall mean and include the right to display and erect signs, billboards and placards and store, keep and exhibit same and distribute audio and visual promotional materials upon the COMMON ELEMENTS.

XXXXIV.

ANNUAL REPORTS TO BE PROVIDED TO LENDER

So long as an Institutional Lender is the Owner or holder of a mortgage encumbering a UNIT in the CONDOMINIUM, ASSOCIATION shall furnish said Lender with at least one (1) copy of the Annual Financial Statement and Report of ASSOCIATION in form and content satisfactory to Lender and setting forth such details as the said Lender may reasonably require, including a detailed statement of annual carrying charges or income collected, and operating expenses, such Financial Statement and Report to be furnished within ninety (90) days following the end of each fiscal year.

XXXXVI.

SEVERABILITY

In the event that any of the terms, provisions or covenants of this Master Deed are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

XXXXVI.

LIBERAL CONSTRUCTION AND ADOPTION OF PROVISIONS OF CONDOMINIUM ACT

The provisions of this Master Deed shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium ownership. The South Carolina Horizontal Property Act, 1976 Code of Laws, as the same may be amended from time to time thereafter is hereby adopted and expressly made a part hereof. In the event of any conflict between the provisions of this Master Deed and the said South Carolina Horizontal Property Act of South Carolina, as the same may be amended, shall take the place of the provisions in conflict with the Master Deed.

XXXXVII.
**MASTER DEED BINDING UPON GRANTOR,
ITS SUCCESSORS AND ASSIGNS, AND SUBSEQUENT
OWNERS**

The restrictions and burdens imposed by the covenants of this Master Deed are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each UNIT and its appurtenant undivided interest in COMMON ELEMENTS and LIMITED COMMON ELEMENTS and this Master Deed shall be binding upon its successors and assigns, and upon all parties who may subsequently become Owners of UNITS in the CONDOMINIUM, and their respective heirs, legal representatives, successors and assigns.

XXXXVIII.
DEFINITIONS

A. The term "UNIT", "UNITS", "DWELLING", or "DWELLINGS", shall be synonymous with the term "Apartment", "Apartments" as those terms are used under the Horizontal Property Act of the 1976 Code of laws of South Carolina, as amended and shall include "UNIT WEEK" or "UNIT WEEKS" where the context requires.

B. "Building" means a structure or structures containing in the aggregate two or more apartments comprising part of the property.

C. "Co-Owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof, who owns a UNIT within the building.

D. "Assessment" means a UNIT Owner's prorata share of the common expenses which from time to time is assessed against a UNIT Owner by the ASSOCIATION.

E. "ASSOCIATION" means council of co-owners as defined by the Horizontal Property Act and also means the corporate form by which the council of co-owners shall operate.

F. "Common Expense" means the expenses for which the UNIT Owners are liable to the ASSOCIATION and include:

1. Expenses of administration, expenses of maintenance, insurance, operation, repair or replacement of the COMMON ELEMENTS and of the portions of UNITS which are the responsibility of the ASSOCIATION;
2. Expenses declared common expenses by provisions of the Master Deed;
3. Any valid charges against the Regime as a whole.

G. "Common Surplus" means the excess of or receipts of the ASSOCIATION, including, but not limited to assessments over the amount of common expenses.

H. "Condominium" means the form of individual ownership of a particular UNIT (apartment) in a building and the common right to a share with other co-owners in the general COMMON ELEMENTS.

I. "COMMON ELEMENTS" means and includes the elements described in the Horizontal Property Act, and in this Master Deed (including Exhibits), as "general common elements" and also the following:

1. Easements through apartments for conduits, ducts, plumbing, chimneys, wiring, and other facilities for the furnishings of utility services to apartments and the general common elements; provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building is constructed unless approved in writing by the apartment owner.

2. An easement of support in every portion of an apartment which contributes to the support of a building.

3. Easements through the apartments and general common elements for maintenance, repair and replacement of the apartments and general common elements.

4. Installations for the furnishing of utility services to more than one apartment or to the general common elements or to an apartment other than the one containing the installation, which installation shall include ducts, plumbing, wiring and other facilities for the rendering of such services.

5. The tangible personal property required for the maintenance and operation of the Regime, even though owned by the ASSOCIATION.

J. "LIMITED COMMON ELEMENTS" means and includes those COMMON ELEMENTS reserved for the exclusive use of certain UNITS.

K. "Maintenance Fee", means a share of the funds required for the payment of those expenses associated with a UNIT committed to Interval Ownership, which from time to time, are assessed against Owners of UNIT WEEKS within such UNIT.

L. "Institutional Lender" means the Grantor if it holds a mortgage securing a portion of the purchase price of a UNIT or a UNIT WEEK or the assignee of the Grantor. In addition, "Institutional Lender" shall include any Bank, Savings and Loan Association or Mortgage Banking Firm holding a mortgage given to finance a portion of the purchase price of a UNIT or a UNIT WEEK or their assignees.

IN WITNESS WHEREOF, Sands Investments No. 4, Inc., A South Carolina Corporation, has caused these presents to be executed this 1st day of March, 1984.

SANDS OCEAN CLUB – A CONDOMINIUM

PHASE I

EXHIBIT “A”

TO

MASTER DEED

NOTE: Exhibit “A” is a survey showing the location of the building and other improvements, a set of floor plans of the building which shows graphically the dimensions, area and location of each Dwelling therein, and the dimensions, area and location of Common Elements affording access to each Dwelling. Both plat and plans have been recorded in Condominium Plat Book 3, at Page 8, records of Horry County. Said Exhibit further includes the following:

There are 237 units including one Commercial Unit which is designated C-1. Each unit, other than C-1, is located on floors numbered two (2) through sixteen (16), there being no floor numbered thirteen. Access to all units is through the lobby, public hallways, elevator and stairs all as shown upon the plans by Timbes, Wilund and Usry dated February 20, 1984. The location of units on each floor in relation to each other are as shown upon said plans. Unit number designations are as shown upon said plans and each such number is prefixed by another number which designates upon which floor the unit is located i.e. Unit 310 is unit 10 on the third floor. The designation of any unit as “rental” or “timeshare” on said plans is for convenience only and is not intended, nor shall it be implied, to create any restriction, negative reciprocal easement, admission of or commitment to any particular use or purpose, nor is it intended to be relied upon or constitute any type of notice.

The plot plan by Surveying Services Company, Inc. revised February 10, 1984, shall control over the said plans as to the actual ground location of the items shown upon said plot plan.

As to each Dwelling: All built-in kitchen appliances, counters, cabinets, the refrigerator, any air conditioner units and condensers and hot water heaters which may be located in any Dwelling are a part of the Dwelling in which they are located and are not Common Elements. The balcony adjacent to any Dwelling, including the railing thereof, is a Limited Common Element for the use of that Dwelling and is subject to restrictions as set out elsewhere in this Master Deed.

All laundry rooms, storage rooms, the service elevators and easements therefore, the laundry and mail chutes and easements therefore, the maids’ rooms and vending machine rooms are Limited Common Elements for the exclusive use and benefit of the Commercial Unit (C-1). The elevator machinery room is a Common Element.

Reference to areas as Common Elements and Limited Common Elements or areas in this paragraph shall be in addition to and read in conjunction with the further designations of Common and Limited Common Elements and areas as set out in other portions of this Master Deed and the survey and floor plans making up the balance of this Exhibit “A”.

This Exhibit “A” shall be amended if Phase II or Phase III becomes a part of the Horizontal Property Regime in accordance with the terms of the Master Deed.

All construction warranties are contained in purchase agreements, separate warranty instruments and/or individual deeds to original purchasers of units or interests therein and GRANTOR MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, nor are the benefits of any warranties, except those expressly granted to original purchasers, extended to any subsequent title holders or other parties claiming any interest in any unit or common area.

EXHIBIT B

PERCENTAGE INTEREST IN GENERAL AND LIMITED COMMON ELEMENTS

Section 1. The percentage of undivided interest appurtenant to each unit in Phase I in the General Common Elements and Limited Common Elements has been determined by the ratio of the value of the individual unit as the same bears to the value of the whole property (which values have been assigned in accordance with the statutory requirements) all of which are as follows:

UNIT	PHASE	STATUTORY VALUE	PERCENTAGE
201		\$1,000.00	.3831
202		\$1,000.00	.3831
203		\$1,000.00	.3831
204		\$1,000.00	.3831
205		\$1,000.00	.3831
206		\$1,000.00	.3831
207		\$1,500.00	
208		\$1,000.00	.3831
209		\$1,000.00	.3831
210		\$1,500.00	.5747
211		\$1,000.00	.3831
212		\$1,500.00	.5747
213		\$1,000.00	.3831
214		\$1,000.00	.3831
215		\$1,000.00	.3831
216		\$1,000.00	.3831
217		\$1,000.00	.3831
301		\$1,000.00	.3831
302		\$1,000.00	.3831
303		\$1,000.00	.3831
304		\$1,000.00	.3831
305		\$1,000.00	.3831
306		\$1,000.00	.3831
307		\$1,500.00	.5747
308		\$1,000.00	.3831
309		\$1,000.00	.3831
310		\$1,500.00	.5747
311		\$1,000.00	.3831
312		\$1,500.00	.5747
313		\$1,000.00	.3831
314		\$1,000.00	.3831
315		\$1,000.00	.3831
316		\$1,000.00	.3831
317		\$1,000.00	.3831
401		\$1,000.00	.3831
402		\$1,000.00	.3831
403		\$1,000.00	.3831
404		\$1,000.00	.3831
405		\$1,000.00	.3831
406		\$1,000.00	.3831
407		\$1,500.00	.5747
408		\$1,000.00	.3831
409		\$1,000.00	.3831

UNIT	PHASE	STATUTORY VALUE	PERCENTAGE
410		\$1,500.00	.5747
411		\$1,000.00	.3831
412		\$1,500.00	.5747
413		\$1,000.00	.3831
414		\$1,000.00	.3831
415		\$1,000.00	.3831
416		\$1,000.00	.3831
417		\$1,000.00	.3831
501		\$1,000.00	.3831
502		\$1,000.00	.3831
503		\$1,000.00	.3831
504		\$1,000.00	.3831
505		\$1,000.00	.3831
506		\$1,000.00	.3831
507		\$1,500.00	.5747
508		\$1,000.00	.3831
509		\$1,000.00	.3831
510		\$1,500.00	.5747
511		\$1,000.00	.3831
512		\$1,500.00	.5747
513		\$1,000.00	.3831
514		\$1,000.00	.3831
515		\$1,000.00	.3831
516		\$1,000.00	.3831
517		\$1,000.00	.3831
601		\$1,000.00	.3831
602		\$1,000.00	.3831
603		\$1,000.00	.3831
604		\$1,000.00	.3831
605		\$1,000.00	.3831
606		\$1,000.00	.3831
607		\$1,500.00	.5747
608		\$1,000.00	.3831
609		\$1,000.00	.3831
610		\$1,500.00	.5747
611		\$1,000.00	.3831
612		\$1,500.00	.5747
613		\$1,000.00	.3831
614		\$1,000.00	.3831
615		\$1,000.00	.3831
616		\$1,000.00	.3831
617		\$1,000.00	.3831
701		\$1,000.00	.3831
702		\$1,000.00	.3831
703		\$1,000.00	.3831
704		\$1,000.00	.3831
705		\$1,000.00	.3831
706		\$1,000.00	.3831
707		\$1,500.00	.5747
708		\$1,000.00	.3831
709		\$1,000.00	.3831

UNIT	PHASE	STATUTORY VALUE	PERCENTAGE
710		\$1,500.00	.5747
711		\$1,000.00	.3831
712		\$1,500.00	.5747
713		\$1,000.00	.3831
714		\$1,000.00	.3831
715		\$1,000.00	.3831
716		\$1,000.00	.3831
717		\$1,000.00	.3831
801		\$1,000.00	.3831
802		\$1,000.00	.3831
803		\$1,000.00	.3831
804		\$1,000.00	.3831
805		\$1,000.00	.3831
806		\$1,000.00	.3831
807		\$1,500.00	.5747
808		\$1,000.00	.3831
809		\$1,000.00	.3831
810		\$1,500.00	.5747
811		\$1,000.00	.3831
812		\$1,500.00	.5747
813		\$1,000.00	.3831
814		\$1,000.00	.3831
815		\$1,000.00	.3831
816		\$1,000.00	.3831
817		\$1,000.00	.3831
901		\$1,000.00	.3831
902		\$1,000.00	.3831
903		\$1,000.00	.3831
904		\$1,000.00	.3831
905		\$1,000.00	.3831
906		\$1,000.00	.3831
907		\$1,500.00	.5747
908		\$1,000.00	.3831
909		\$1,000.00	.3831
910		\$1,500.00	.5747
911		\$1,000.00	.3831
912		\$1,500.00	.5747
913		\$1,000.00	.3831
914		\$1,000.00	.3831
915		\$1,000.00	.3831
916		\$1,000.00	.3831
917		\$1,000.00	.3831
1001		\$1,000.00	.3831
1002		\$1,000.00	.3831
1003		\$1,000.00	.3831
1004		\$1,000.00	.3831
1005		\$1,000.00	.3831
1006		\$1,000.00	.3831
1007		\$1,500.00	.5747
1008		\$1,000.00	.3831
1009		\$1,000.00	.3831

UNIT	PHASE	STATUTORY VALUE	PERCENTAGE
1010		\$1,500.00	.5747
1011		\$1,000.00	.3831
1012		\$1,500.00	.5747
1013		\$1,000.00	.3831
1014		\$1,000.00	.3831
1015		\$1,000.00	.3831
1016		\$1,000.00	.3831
1017		\$1,000.00	.3831
1101		\$1,000.00	.3831
1102		\$1,000.00	.3831
1103		\$1,000.00	.3831
1104		\$1,000.00	.3831
1105		\$1,000.00	.3831
1106		\$1,000.00	.3831
1107		\$1,500.00	.5747
1108		\$1,000.00	.3831
1109		\$1,000.00	.3831
1110		\$1,500.00	.5747
1111		\$1,000.00	.3831
1112		\$1,500.00	.5747
1113		\$1,000.00	.3831
1114		\$1,000.00	.3831
1115		\$1,000.00	.3831
1116		\$1,000.00	.3831
1117		\$1,000.00	.3831
1201		\$1,000.00	.3831
1202		\$1,000.00	.3831
1203		\$1,000.00	.3831
1204		\$1,000.00	.3831
1205		\$1,000.00	.3831
1206		\$1,000.00	.3831
1207		\$1,500.00	.5747
1208		\$1,000.00	.3831
1209		\$1,000.00	.3831
1210		\$1,500.00	.5747
1211		\$1,000.00	.3831
1212		\$1,500.00	.5747
1213		\$1,000.00	.3831
1214		\$1,000.00	.3831
1215		\$1,000.00	.3831
1216		\$1,000.00	.3831
1217		\$1,000.00	.3831
1401		\$1,000.00	.3831
1402		\$1,000.00	.3831
1403		\$1,000.00	.3831
1404		\$1,000.00	.3831
1405		\$1,000.00	.3831
1406		\$1,000.00	.3831
1407		\$1,500.00	.5747
1408		\$1,000.00	.3831
1409		\$1,000.00	.3831

UNIT	PHASE	STATUTORY VALUE	PERCENTAGE
1410	I	\$1,500.00	.5747
1411	I	\$1,000.00	.3831
1412	I	\$1,500.00	.5747
1413	I	\$1,000.00	.3831
1414	I	\$1,000.00	.3831
1415	I	\$1,000.00	.3831
1416	I	\$1,000.00	.3831
1417	I	\$1,000.00	.3831
1501	I	\$1,000.00	.3831
1502	I	\$1,000.00	.3831
1503	I	\$1,000.00	.3831
1504	I	\$1,000.00	.3831
1505	I	\$1,000.00	.3831
1506	I	\$1,000.00	.3831
1507	I	\$1,500.00	.5747
1508	I	\$1,000.00	.3831
1509	I	\$1,000.00	.3831
1510	I	\$1,500.00	.5747
1511	I	\$1,000.00	.3831
1512	I	\$1,500.00	.5747
1513	I	\$1,000.00	.3831
1514	I	\$1,000.00	.3831
1515	I	\$1,000.00	.3831
1516	I	\$1,000.00	.3831
1517	I	\$1,000.00	.3831
1601	I	\$1,000.00	.3831
1602	I	\$1,000.00	.3831
1603	I	\$1,000.00	.3831
1604	I	\$1,000.00	.3831
1605	I	\$1,000.00	.3831
1606	I	\$1,000.00	.3831
1607 (PH)	I	\$2,000.00	.7662
1610 (PH)	I	\$2,000.00	.7662
1611	I	\$1,000.00	.3831
1612	I	\$1,500.00	.5747
1613	I	\$1,000.00	.3831
1614	I	\$1,000.00	.3831
1615	I	\$1,000.00	.3831
1616	I	\$1,000.00	.3831
1617	I	\$1,000.00	.3831
C-1	I	\$3,000.00	1.1494
		\$261,000.00	100.0000*

*Rounded from 99.99112

Section 2. The percentage of undivided interest appurtenant to each unit in Phase I through Phasae III, in the event the Developer elects, in accordance with the provisions of the Master Deed, to which this Exhibit is attached, to proceed with the development Phase II and subsequently Phase III, within the times provided in the Master Deed, then, in that event, as of the date of recording the amendment incorporating each additional Phase, the percentage of interest appurtenant to each unit in Phase I, Phase II and any additional phases in the General and Limited Common Elements will automatically be the percentage to be set forth in a chart which Developer must record as part of its election to construct

Phase II and subsequently Phase III, to be determined by the ratio of the value of the individual unit as the same bears to the value of the whole property. Provided, however, the assigned values at to be reflected in the chart for units in additional phases must be the values depending on the type of unit involved as follows:

Efficiencies	\$1,000.00
One Bedroom Units (regardless of number of baths)	\$1,500.00
Two Bedroom Units (regardless of number of baths)	\$2,000.00
Commercial Unit	\$3,000.00

The Developer may construct in Phase II and any subsequent phase through Phase III any combination or mixture of the above type units (except that only one (1) commercial unit per phase is permitted) provided that Developer at the time of recording its election specifies in the chart amending this Exhibit B the percentage of interest of each unit in Phase I and in so many additional phases as might have at that time been incorporated hereunder, not to exceed the limits set out in Article III of this Master Deed, using the values of the different units assigned above, and as to each phase such incorporation shall reduce the percentage of interest of any unit in Phase I in accordance with the following chart:

PHASE	DECREASE IN PERCENTAGE OF INTEREST		
	STATUTORY VALUE	MINIMUM DECREASE	MAXIMUM DECREASE
II	\$1,000.00	.0015	.2674
II	\$1,500.00	.0022	.4011
II	\$2,000.00	.0029	.5348
II	\$3,000.00	.0044	.8022
III	\$1,000.00	.0029	.3824
III	\$1,500.00	.0044	.5737
III	\$2,000.00	.0058	.7648
III	\$3,000.00	.0088	1.1473

PHASE II

Minimum	- one efficiency (\$1,000.00)
Maximum	- 300 two bedrooms plus 1 commercial (\$601,000.00)

PHASE III

Minimum	- Phase I + Phase II minimum + one efficiency (\$1,000.00)
Maximum	- Phase I + Phase II maximum + 250 two bedroom units + 1 commercial

**SANDS OCEAN CLUB
A CONDOMINIUM
EXHIBIT B-1
TO
MASTER DEED**

Each Unit is identified by letter and/or numerical designation and is delineated on Exhibit A (or may be so delineated on an amendment to Exhibit A in the case of Phase II and Phase III Units).

In the case of a Unit committed to Interval Ownership, each owner of Unit Weeks in said Unit will own in remainder, a percentage share of the Unit and the percentage interest assigned to the Unit by Exhibit B according to the following.

Each owner of a Unit Week within a Unit shall have a 1/51 interest therein and shall be responsible for 1/51 of the common expenses of said Unit.

EXHIBIT "C"

**Certificate of Incorporation
By the Secretary of State**

**DATED: February 2, 1984
By: John T. Campbell
Secretary of State**

EXHIBIT "D"
BY-LAWS OF
SANDS OCEAN CLUB HOMEOWNERS ASSOCIATION, INC.
A SOUTH CAROLINA NON-PROFIT CORPORATION

ARTICLE 1. IDENTITY

The following By-Laws shall govern the operation of the Condominium created by the Master Deed to which these By-Laws are attached.

The Association whose name appears at the end of this instrument is a South Carolina Corporation not for profit, organized and existing under the laws of the State of South Carolina for the purpose of administering the Condominium created by the Master Deed to which these By-Laws are attached.

Section 1. The office of the Association shall be at the Condominium property, or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 2. The Seal of the Corporation shall bear the name of the Corporation, the words "South Carolina", the words, "Corporation not for profit", and the year of incorporation.

Section 3. As used herein, the word, "Corporation", shall be the equivalent of "Association"; as defined in the Master Deed to which these By-Laws are attached. All other words, as used herein, shall have the same definitions as attributed to them in the Master Deed to which these By-Laws are attached.

Section 4. All provisions of these By-Laws shall apply to Phase I from the date hereof and shall apply to Phase II and to Phase III, when and at such time as they may be submitted as set forth in the Master Deed. All provisions hereof shall be subject to the right to submit said additional phases and nothing herein contained shall operate to preclude such submission.

ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership in the Association shall be limited to Owners of the Condominium Units in Condominiums wherein this Corporation has been designated the Association to operate and administer said Condominium by virtue of the Master Deed of said Condominium. Transfer of Unit Ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If Unit Ownership is vested in more than one person, then all of the persons so owning said Unit shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a Unit shall be cast by the "voting member". If Unit Ownership is vested in a Corporation, said Corporation may designate an individual officer or employee of the Corporation as its "voting member". Notwithstanding the foregoing, each Owner of Unit Weeks in a Condominium Unit committed to Interval Ownership shall be entitled to cast his share of the vote of the Unit in which he owns his Unit Weeks. Unit committed to Interval Ownership" and "Interval Ownership" are defined in the Master Deed.

Section 2. Voting:

A. The Owner(s) of each Condominium Unit shall be entitled a vote equal to his percentage ownership of Common Elements and Limited Common Elements as designated in Exhibit "B" of the Master Deed. If a Condominium owner owns more than one (1) Unit, he shall be entitled to vote his percentage vote as to all such Units owned. Notwithstanding the foregoing, each Owner of a Unit Week in a Unit committed to Interval Ownership shall be entitled to 1/51 of the total vote assigned to the Unit in which he owns his Unit Week(s) for each Unit Week owned. The Association shall not have a vote for any Unit Week(s) conveyed to it.

B. A majority of the Unit Owners' total votes shall decide any question, unless the Master Deed, By-Laws or Articles of Incorporation of the Association provide otherwise.

Section 3. Quorum: Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the Unit Owners' total votes shall constitute a quorum.

Section 4. Proxies: Votes may be cast in person or in proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5).

Section 5. Designation of Voting Member: If a Condominium Unit is owned by one person, his right to vote shall be established by the recorded title to the Unit. If a Condominium Unit is owned by more than one (1) person, the person entitled to cast the vote for the Unit shall be designated in a Certificate, signed by all of the recorded Owners of the Unit and filed with the Secretary of the Association. If a Condominium Unit is owned by a Corporation, the officer or employee thereof entitled to cast the vote of the Unit for the Corporation shall be designated in a Certificate for this purpose, signed by the President or Vice President, attested to by the Secretary or Assistant Secretary of the Corporation, and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the vote for a Unit shall be known as the "voting member". If such a Certificate is not on file with the Secretary of the Association for a Unit owned by more than one person or by a Corporation, the vote of the Unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Unit. Such Certificates shall be valid until revoked or until superseded by a subsequent Certificate, or until a change in the Ownership of the Unit concerned.

Section 6. Units Committed to Interval Ownership: Notwithstanding any other provisions in these By-Laws, each Owner of Unit Weeks in a Unit committed to Interval Ownership shall be entitled to cast the fractional vote attributable to his Unit Weeks owned. In the case of a Unit committed to Interval Ownership, the provisions of Section 5, Designation of Voting Member, shall apply to each Unit Week owned.

ARTICLE III. MEETING OF THE MEMBERSHIP

Section 1. Place: All meetings of the Association membership shall be held at the Condominium(s) property, or at such other place and at such time as shall be designated by the Board of Directors of the Association and stated in the Notice of the meeting, and shall be open to all Unit Owners.

Section 2. Notices: It shall be the duty of the Secretary to mail or deliver a Notice of each annual or special meeting, stating the time and place thereof, to each Unit Owner of record at least ten (10) but not more than thirty (30) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All Notices shall be mailed to or served at the address of the Unit Owner as it appears on the books of the Association.

Section 3. Annual Meeting: The annual meeting shall be held in October of each year at a date, time and place to be determined by the Board for the purpose of electing Directors and transacting any other business authorized to be transacted by the members, provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next secular day following. At the annual meeting, the members shall elect by plurality vote a Board of Directors, and shall transact such other business as may properly be brought before the meeting.

Section 5. Special Meeting: Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of voting members representing twenty-five percent (25%) of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the objects stated in the Notice thereof.

Section 5. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than a majority of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken; however, Notice of such action shall be given to all members, unless all members approve such action.

Section 6. Adjourned Meeting: If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 7. Approval or Disapproval: Approval or disapproval of a Unit Owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members.

Section 8. The Management Firm: The Management Firm, as long as any Management Agreement remains in effect, shall be entitled to Notice of All Association meetings, and shall be entitled to attend the Association's meetings, and it may designate such person(s) as it desires to attend such meetings on its behalf.

ARTICLE IV. DIRECTORS

Section 1. Number, Term and Qualifications: The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons. All Directors, except those designated by the Developer, shall be members of the Association. All officers of a Corporate Unit Owner shall be deemed to be members of the Association so as to qualify as a Director herein. The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below.

Section 2. First Board of Directors:

A. The first Board of Directors of the Association who shall hold office and serve until their successors have been elected and qualified, shall consist of the following:

Leslie M. Morris, Jr.
Thomas E. Baugh, Jr.
Girard M. Blount

B. The organizational meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days of their election, at such place and time shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

Section 3. Removal of Directors: At any time after the first annual meeting of the membership at any duly convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the voting members casting not less than a majority of the total votes present at said meeting, and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 4 below.

Section 4. Vacancies on Directorate: If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

Section 5. Disqualification and Resignation of Directors: Any Director may resign at any time by sending a written Notice of such resignation to the office of the Corporation, delivered to the Secretary.

Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the Directors elected at such first annual meeting of the membership, the transfer of title of his Unit by a Director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of any assessment or maintenance fee and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

Section 6. Regular Meetings: The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall nevertheless, be given to each Director personally or by mail, telephone or telegram at least five (5) days prior to the day named for such meeting. All meetings of the Board of Directors, including special meetings in accordance with Section 7 below, shall be open to all Unit Owners.

Section 7. Special Meetings: Special meetings of the Board of Directors may be called by the President, and in his absence, by the Vice-President, or by a majority of the members of the Board of Directors, by giving five (5) days Notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All Notices of special meetings shall state the purpose of the meeting.

Section 8. Directors' Waiver of Notice: Before or at any meeting of the Board of Directors, any Director may waive Notice of such meeting and such waiver shall be deemed equivalent to the giving of Notice. Attendance by a Director at any meeting of the Board shall be a waiver of Notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no Notice shall be required and any business may be transacted at such meeting.

Section 9. 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 such meetings 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 each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice. The jointer of a Director in the action of a meeting by signing and concurring in the Minutes thereof, shall constitute the presence of such Director for the purpose of determining a quorum.

Section 10. Compensation. The Directors' fees, if any, shall be determined by the voting members.

Section 11. Developer's Selection of Directors: So long as the Developer owns three (3) Units or a majority of the Unit Weeks in three (3) Units or has the right to add additional phases, the Developer shall have the right to designate a majority of the Directors who need not be Owners of Units or Unit Weeks in the Condominium, and said Directors may not be removed by members of the Association, as elsewhere provided herein; and where a vacancy occurs for any reason whatsoever, the vacancy shall be filled by the person designated by the Developer. The Developer shall have the right to waive the provisions of this Section in its sole discretion.

Section 12. The Management Firm: The Management Firm, as long as any Management Agreement remains in effect, shall be entitled to Notice of all Directors' meetings and shall be entitled to attend the Directors' meetings and it may designate such person(s) as it desires to attend such meetings on its behalf.

Section 13. Powers and Duties: The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and

things as are not by law or by the Master Deed, this Association's Articles of Incorporation, or these By-laws, directed to be exercised and done by Unit Owners. These powers shall specifically include, but shall not be limited to the following:

A. To exercise all powers specifically set forth in the Master Deed, this Association's Articles of Incorporation, in these By-Laws, and in the Condominium Act, and all powers incidental thereto.

B. To make and determine assessments and maintenance fees, collect said assessments and maintenance fees, and use and expend the assessments and maintenance fees, to carry out the purposes and powers of the Association.

C. To employ, dismiss and control the personnel necessary for the maintenance and operation of the Condominium, and of the common areas and facilities including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.

D. To make and amend regulations respecting the operation and use of the common elements and Condominium property, and the use and maintenance of the Condominium Units therein.

E. To contract for the management of the Condominium. To contract for the management or operation of portions of the common elements susceptible to the separate management or operation thereof, and to lease or concession such portions.

F. The further improvements of the Condominium property, both real and personal, and the right to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and the right to acquire and enter into Agreements, subject to the provisions of the applicable Master Deed, this Association's Articles of Incorporation and these By-Laws.

G. Designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association. Such committee shall consist of at least three (3) members of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular Minutes of their proceedings and report the same to the Board of Directors, as required. The foregoing powers shall be exercised by the Board of Directors or its contractor or employees, subject only to approval by Unit Owners when such is specifically required.

H. To enter into and terminate Agreements with organizations providing Owners of Unit Weeks the opportunity to exchange their time periods with Owners of time periods at other resorts.

ARTICLE V. OFFICERS

Section 1. Elective Officers: 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.

One person may not hold more than one of the aforementioned offices, except one person may be both Secretary and Treasurer. The President and Vice-President shall be members of the Board of Directors. Notwithstanding the foregoing, the restriction as to one person holding only one of the aforementioned offices or the President and Vice-President being members of the Board of Directors shall not apply while the Association is under the control of the Developer, the control being the right of the Developer to select a majority of the Board of Directors.

Section 2. Election: The officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members.

Section 3. Appointive Officers: The Board may appoint Assistant Secretaries and Assistant Treasurers, and such other officers as the Board of Directors deem necessary.

Section 4. Term: The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors (e.g. if the Board of Directors is composed of five persons, then three of said Directors must vote for removal). If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President: He shall be the chief executive officer of the Association; he shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated from time to time by the Board of Directors.

Section 6. The Vice-President: He shall perform all of the duties of the President in his absence, and such other duties as may be required of him from time to time by the Board of Directors of the Association.

Section 7. The Secretary: He shall issue Notices of all Board of Directors' meetings and all meetings of the Unit Owners; he shall attend and keep the Minutes of same; he shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 8. The Treasurer:

A. He shall have custody of the Association's funds and securities, except the funds payable to any Management Firm, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each Unit.

B. He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and financial condition of the Association.

C. He shall collect the assessments and maintenance fees and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

D. He shall give status reports to potential transferees on which reports the transferees may rely.

E. The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

F. The duties of the Treasurer may be fulfilled by a Management Firm employed by the Association, and said Management Firm shall fulfill the duties of the Treasurer, and shall have custody of such books of the Association as the Board of Directors determines in their sole discretion and the foregoing may include any books required to be kept by the Secretary of the Association.

ARTICLE VI. FINANCES, ASSESSMENTS AND MAINTENANCE FEES

Section 1. Depositories: The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two officers of the Association; provided, however, that the provisions of any Management Agreement between the Association and a Management Firm relative to the subject matter in this Section shall supercede the provisions hereof.,

Section 2. Fidelity Bonds: The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association Funds shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such Bonds shall be paid by the Association. The Bond shall be in an amount sufficient to equal the monies an individual handles or has control of via signatory or a bank account or other depository account.

Section 3. Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board of Directors deems it advisable.

Section 4. Determination of Assessments:

A. The Board of Directors of the Association shall fix and determine from time to time, the sum or sums necessary and adequate for the common expenses of the Condominium. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as common expenses from time to time by the Board of Directors of the Association, or under the provisions of the Master Deed to which these By-Laws are attached. The Board of Directors is specifically empowered, on behalf of the Association to make and collect assessments and to lease, maintain, repair and replace the common elements and limited common elements of the Condominium. Funds for the payment of common expenses shall be assessed against the Unit Owners in the proportions or percentages of sharing common expenses, as provided in the Master Deed. Regular assessments shall be due and payable monthly on the first day of each month. Maintenance fees for Units committed to Interval Ownership shall be payable quarterly and shall be due on the first day of January, April, July and October in advance, unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Directors.

B. When the Board of Directors has determined the amount of any assessment, the Treasurer has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each Unit Owner a statement of said Unit Owner's assessment. All assessments shall be payable to the Treasurer of the Association and, upon request, said Treasurer shall give a receipt for each payment made to him.

Section 5. Determination of Maintenance Fee:

A. The Board of Directors of the Association shall fix and determine from time to time, the sums necessary and adequate for the maintenance fee on Condominium Units committed to Interval Ownership. The maintenance fee on such Units shall include the items specified in the Master Deed to which these By-Laws are attached.

B. When the Board of Directors has determined the amount of any maintenance fee, the Treasurer of the Association shall mail or present to each owner of Unit Weeks within all Units committed to Interval Ownership a statement of said maintenance fee. All maintenance fees shall be payable to the Treasurer of the Association and, upon receipt, said Treasurer shall give a receipt for each payment made to him, if requested by the Unit Owners.

Section 6. Application of Payments and Co-Mingling of Funds: All sums collected by the Association from assessments and maintenance fees may be co-mingled in a single fund or divided into more than one fund, as determined by the Board of Directors of the Association. All assessment payments and maintenance fees by a Unit Owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, expenses and advances as provided herein and in the Master Deed and general or special assessments, in such manner and amounts as the Board of Directors determines in its sole discretion.

Section 7. Acceleration of Assessment Installments Upon Default: If a Unit Owner or Unit Week Owner shall be in default in the payment of an installment upon any assessment or maintenance fee, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon Notice thereof to the Unit Owner and, thereupon, the unpaid balance of the assessment or maintenance fee, shall become due upon the date stated in the Notice, but not less than fifteen (15) days after delivery of or the mailing of such Notice to the Unit Owner.

Section 8. Audits: An audit of the accounts of the Association shall be made annually. Said audit shall be prepared by such accountant as the Board of Directors determines, and a copy of said report shall be available to the members of the Association in the office of said Association and with the Treasurer of the Association. Such report shall be available not later than three (3) months after the end of the year for which the report is made.

Section 9. Application of Surplus: Any payments or receipts to the Association, whether from Unit Owners or otherwise, paid during the year in excess of the operating expenses and other common expenses of the Association shall be kept by the Association and applied against the Association's expenses for the following year.

ARTICLE VII. ADDITIONS OR ALTERATIONS

There shall be no additions or alterations to the common elements or limited common elements of the Condominium(s) which this Association operates and maintains except as specifically provided for in said Condominium's Master Deed.

ARTICLE VIII. COMPLIANCE AND DEFAULT

Section 1. Violations: In the event of a violation (other than the nonpayment of an assessment or maintenance fee) by the Unit Owner in any of the provisions of the Master Deed, of these By-Laws, or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify, the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of seven (7) days from the date of Notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Master Deed, of the By-Laws, or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

- A. An action at law to recover for its damage, on behalf of The Association or on behalf of the other Unit Owners.
- B. An action in equity to enforce performance on the part of the Unit Owner; or
- C. An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Unit Owner as a specific item, which shall be a lien against said Owner's Unit or Unit Week with the same force and effect as if the charge were a part of the common expenses.

Section 2. Negligence or Carelessness of Unit Owner, Etc.: All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment or any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by any insurance company of its rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said Unit Owner as a specific item which shall be a lien against Owner's Unit or Unit Week with the same force and effect as if the charge were a part of the common expenses.

Section 3. Costs and Attorneys' Fees: In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

Section 4. No Waiver of Rights: The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

Section 5. Election of Remedies: All rights, remedies and privileges granted to the Association or Unit Owner, pursuant to any terms, provisions, covenants or conditions of the Condominium documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by Condominium documents, or at law or in equity.

Section 6. Units Committed to Interval Ownership: Any liens or sanctions against an Owner of Unit Weeks in a Unit committed to Interval Ownership for an alleged default as set forth in this Article VIII, shall be limited to the Unit Weeks owned by such Owner and shall be of no force and effect as to any other Unit Weeks or Owner thereof. The term "Unit Owner" as used throughout this article shall be deemed to include Owners of Unit Weeks in Units committed to Interval Ownership.

ARTICLE IX. ACQUISITION OF UNITS OR UNIT WEEKS ON FORECLOSURE:

Section 1. Acquisition of Units or Unit Weeks on Foreclosure: At any foreclosure sale of a Unit or Unit Week, the Board of Directors may, with the authorization and approval by the affirmative vote of voting members casting not less than sixty percent (60%) of the total votes of the members present at any regular or special meeting of the members wherein said matter is voted upon, acquire in the name of the Association, or its designee, a Condominium parcel or Unit Week being foreclosed. The term "foreclosure", as used in this Section, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments or maintenance fees.

The power of the Board of Directors to acquire a Condominium parcel or Unit Week at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the

requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of Unit Owners at the foreclosure sale of a Unit or Unit Week, due to the foreclosure of the Association's lien for assessments or maintenance fees under the provisions of the Master Deed to which these By-Laws are attached notwithstanding the sum the Board of Directors determines to bid at such foreclosure sale.

Section 2. Transfer of Units: All Owners of Units or Unit Weeks in a Unit committed to Interval Ownership shall notify the Association, of any transfer, by sale or otherwise, of said Unit or Unit Week within ten (10) days of the date of same. Said Notice shall include such information and be in the form that the Association shall prescribe from time to time. The Association may send all necessary Notices to the person shown as Owner of said Unit or Unit Weeks in its records, and said Notice shall be binding as to any other Owner of said Unit or Unit Weeks where the Association has not been notified as provided herein.

ARTICLE X. AMENDMENTS TO THE BY-LAWS:

The By-Laws may be altered, amended or added to at any duly called meeting of the Unit Owners, provided:

1. Notice of the meeting shall contain a statement of the proposed Amendment.
2. If the Amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of the voting members casting a majority of the members of the Association.
3. If the Amendment has not been approved by the unanimous vote of the Board of Directors, then the Amendment shall be approved by the affirmative vote of the voting members casting not less than three-fourths (3/4) of the total votes of the members of the Association; and,
4. Said Amendment shall be recorded and certified as required by the Condominium Act.
5. Notwithstanding the foregoing, these By-Laws may only be amended with the written approval when required of the parties specified in the Master Deed to which these By-Laws are attached.

ARTICLE XI. NOTICES

Whatever Notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for Notices as set forth in the Master Deed to which these By-Laws are attached.

ARTICLE XII. INDEMNIFICATIONS

The Association shall indemnify every Director and every Officer, his heirs, executors, and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XIII. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Condominium shall not relieve or release any such former Owner or member from any liability or obligations incurred under or in any way connected with the

Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former Owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIV. LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other Owners or persons.

ARTICLE XV. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Condominium Act, the Master Deed, or these By-Laws.

ARTICLE XVI. LIENS

Section 1. Protection of Property: All liens against a Condominium Unit, other than for mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien is attached. All taxes and special assessments upon a Condominium Unit or Unit Week shall be paid before becoming delinquent, as provided in these Condominium documents or by law, whichever is sooner.

Section 2. Notice of Lien. A Unit Owner shall give Notice to the Association of every lien upon his Unit, other than for mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

Section 3. Notice of Suit: Unit Owners shall give Notice to the Association of every suit or other proceeding which will or may affect title to his Unit or any part of the property, such Notice to be given within five (5) days after the Unit Owner receives Notice thereof.

Section 4. Failure to Comply: Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

Section 5. Units Committed to Interval Ownership: In the case of a Unit committed to Interval Ownership, an Owner of Unit Weeks in such Unit shall be required to give Notices under Section 2, and Section 3, of this Article XVI, only as to liens, suits, and proceedings affecting title to the Unit Weeks which he owns. Any lien against an Owner of Unit Weeks in a Unit committed to Interval Ownership, or against the Unit Weeks owned by him, shall be limited to the Unit Weeks owned by him and shall not encumber the property, real or personal, of any other Owner of Unit Weeks in said Unit.

ARTICLE XVII. RULES AND REGULATIONS

Section 1. The Board of Directors may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the common elements and limited common elements of the Condominium and any facilities or services made available to the Unit Owners. A copy of the Rules and Regulations adopted from time to time as herein provided shall from time to time be posted in a conspicuous place and/or copies of same shall be furnished each Unit Owner.

Section 2. As to Condominium Units: The Board of Directors, may from time to time adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Condominium Units provided, however, that copies of such Rules and Regulations, prior to the time the same became effective, shall be posted in a conspicuous place and/or copies of same shall be furnished to each Unit Owner.

Section 3. Conflict: In the event of any conflict between the Rules and Regulations adopted, or from time to time amended, the Condominium documents, or the Condominium Act, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws and the Master Deed, the provisions of said Master Deed shall prevail.

The foregoing was adopted as the By-Laws of the Sands Ocean Club Homeowners Association, Inc., at the first meeting of the Board of Directors.

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

**AMENDMENT TO MASTER DEED
SANDS OCEAN CLUB
DEED BOOK 855 AT PAGE 448**

WHEREAS, Sands Investments No. 4, Inc., a South Carolina Corporation, submitted certain properties known as Sands Ocean Club to the terms and conditions of the Horizontal Property Act of South Carolina as is more fully shown by Master Deed dated March 1, 1984 and recorded in Deed Book 855 at Page 448 records of Horry County, which such Master Deed and all Exhibits thereto are incorporated herein by reference, and

WHEREAS, Sands Investments No. 4, Inc. is the owner of all dwellings which comprise the said Sands Ocean Club, a Horizontal Property Regime, and

WHEREAS, Sands Investments No. 4, Inc. as Grantor and sole owner of all dwellings, and pursuant to the terms of said Master Deed, herein and hereby amends said Master Deed in the following particulars:

Article VII (page 5) of said Master Deed is amended by deleting the sentence: "Notwithstanding the above, the Grantor may assign its right to commit UNITS to Interval Ownership to any other entity to which it conveys substantially all UNITS which it owns in the Condominium Property or to whom it assigns the right to add either or both Phase:, and in lieu thereof the following two (2) sentences are inserted: "Notwithstanding any of the above, the Grantor may assign or otherwise transfer its rights, or any portion thereof, to submit UNITS to Interval Ownership to any party or parties Grantor, in its sole discretion, may determine, and upon such terms and conditions as it may determine. Any such assignment or transfer must specifically refer to the rights being transferred and no transfer by implication shall be valid or is intended."

EXCEPT for the terms of the within Amendment, the said terms and conditions of said Master Deed and all Exhibits and Amendments thereto are hereby ratified and confirmed.

IN WITNESS WHEREOF, Sands Investments No. 4, Inc. has executed and delivered this Amendment to Master Deed this 27th day of March, 1984.

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PERSONALLY appeared before me the undersigned witness, and made oath that s/he saw the within named Sands Investments No. 4, Inc., a South Carolina Corporation, by Leslie M. Morris, Jr., its President and Tom E. Baugh, Jr., its Secretary, Sign, Seal and as the Corporate Act and Deed deliver the within written Amendment to Master Deed; and that s/he with the other witness subscribed above witness the execution thereof.

Tom E. Baugh, Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF Horry)

**AMENDMENT TO MASTER DEED
SANDS OCEAN CLUB
DEED BOOK 855 AT PAGE 448**

WHEREAS, Sands Investments Number 4, Inc., a South Carolina Corporation, submitted certain properties known as Sands Ocean Club to the terms and conditions of the Horizontal Property Act of South Carolina as is more fully shown by Master Deed dated March 1, 1984 and recorded in Deed Book 855 at Page 448 records of Horry County, which such Master Deed and all Exhibits thereto are incorporated herein by reference, and

WHEREAS, Sands Investments Number 4, Inc. is the owner of eighty-four (84) dwellings which comprise the said Sands Ocean Club, a Horizontal Property Regime, and Ocean Club Partners, Ltd. Is the owner of one hundred twelve (112) dwellings and Sands Beach Club, a South Carolina Limited Partnership, is the owner of the remaining forty (40) dwellings, and

WHEREAS, Sands Investments No. 4, Inc. pursuant to the terms of said Master Deed, herein and hereby amends said Master Deed in the following particulars:

1. To correct a scrivener's error in Article XXXV, Section J (page 26) by deleting the second (2nd) word in the eighth (8th) line "investment" and inserting in lieu thereof the word "interest".

2. Article XXXVIII (page 36) of the said Master Deed is amended by adding the following sentence to paragraph two (2) of the said Article: Notwithstanding anything to the contrary, GRANTOR'S right to designate and select a majority of the person who shall serve as members of each Board of Directors of ASSOCIATION and the manner in which such persons shall be designated shall expire no later than June 1, 1989.

EXCEPT for the terms of the within Amendments, the said terms and conditions of said Master Deed and all Exhibits and Amendments thereto are hereby ratified and confirmed.

IN WITNESS WHEREOF, Sands Investments No. 4, Inc. has executed and delivered this Amendment to Master Deed this 11th day of April, 1984.

Witness:

_____ J. F. Griffith _____

_____ Terry M. Conner _____

SANDS INVESTMENT NUMBER 4, INC.

By: _____ Leslie M. Morris, Jr., President _____

Attest: _____ Tom E. Baugh, Secretary _____

SANDS OCEAN CLUB HOMEOWNERS
ASSOCIATION

By: ITS DIRECTORS

_____ Jill F. Griffith _____

_____ Girard Blount _____

_____ Leslie M. Morris, Jr. _____

_____ Tom E. Baugh _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Sands Investment Number 4, Inc., a South Carolina Corporation, by Leslie M. Morris, Jr., its President and Tom E. Baugh, its Secretary, Sign, Seal and as its Act and Deed deliver the within written Amendment to Master Deed; and that s/he with Terry E. Conner witnessed the execution thereof.

Jill F. Griffith

SWORN to before me this 11th
day of April, 1984.

Terry E. Conner (L.S.)
Notary Public for South Carolina

My Commission Expires: 06/26/85

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Sands Ocean Club Homeowners Association by its Directors, Sign, Seal and as it Act and Deed deliver the within written Amendment to Master Deed; and that s/he with Jill Griffith witnessed the execution thereof.

Terry E. Conner

SWORN to before me this 11th
Day of A pril, 1984.

Terry E. Conner (L.S.)
Notary Public for South Carolina

My Commission Expires: 06/26/85

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

**AMENDMENT TO BY-LAWS
SANDS OCEAN CLUB**

Pursuant to Notice of Special Meeting of the Sands Ocean Club Homeowners Association, Inc., a meeting was held at 3:00 o'clock P.M. on April 11, 1984, at the offices of Bellamy, Rutenberg, Copeland, Epps, Gravely & Bowers, P.A., Myrtle Beach, South Carolina. The sole purpose of the meeting was to amend the By-Laws of the Association by adding a sentence to Article IV, Section II of the By-Laws of the Association. The owners of Dwellings in Sands Ocean Club constitute the members of the Association. All three members of the association were present and voting.

A motion was duly made, seconded, and unanimously carried to add the following sentence to Article IV, Section II of the By-Laws of the Association:

“Notwithstanding anything to the contrary, the Developer’s right to appoint Directors shall expire no later than June 1989.”

The Secretary of the Association was instructed to file this Amendment to the By-laws in the corporate records and with the Clerk of Court for Horry County, South Carolina.

There being no further business the meeting was adjourned.

IN WITNESS WHEREOF, Sands Ocean Club Homeowners Association, Inc., has executed and delivered this Amendment to By-Laws this 11th day of April, 1984.

WITNESS:

_____ Terry E. Conner _____

_____ Jill F. Griffith _____

SANDS OCEAN CLUB HOMEOWNERS
ASSOCIATION, INC.

Attest: Leslie M. Morris, Jr.
Leslie M. Morris, Jr., Secretary

By: Tom E. Baugh, Jr.
Tom E. Baugh, Jr., President

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

CONSENT OF OWNERS AND MORTGAGEES

The undersigned Owners and Mortgagees hereby consent to the attached Amendment of the Sands Ocean Club Master Deed and the Sands Ocean Club By-Laws this 11th day of April, 1984

WITNESSES:

_____ Jill F. Griffith _____.

_____ Jill F. Griffith _____.

SANDS INVESTMENTS No. 4, INC.

By: Leslie M. Morris, Jr. _____.
Leslie M. Morris, Jr.
ITS: President

Attest: Tom E. Baugh, Jr. _____.
Tom E. Baugh, Jr.
ITS: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF Horry)

**AMENDMENT TO MASTER DEED
SANDS OCEAN CLUB
DEED BOOK 855 AT PAGE 448**

WHEREAS, Sands Investments Number 4, Inc., a South Carolina Corporation, submitted certain properties known as Sands Ocean Club to the terms and conditions of the Horizontal Property Act of South Carolina as is more fully shown by Master Deed dated March 1, 1984 and recorded in Deed Book 855 at Page 448 records of Horry County, which such Master Deed and all exhibits thereto are incorporated herein by reference, and

WHEREAS, Sands Investments Number 4, Inc. is the owner of all dwellings which comprise the said Sands Ocean Club, a Horizontal Property Regime, and

WHEREAS, through inadvertence and error, that portion of Exhibit A to said Master Deed which delineates dwelling C-1 and is recorded in Condominium Plat Book 3 at Page 8 records of Horry County omits certain portions of the property which were intended to comprise a portion of the said dwelling C-1, and

WHEREAS, it is the intention of this amendment to so correct said error.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS that Sands Investments Number 4, Inc., a South Carolina Corporation, being the sole owner of all dwellings located in Sands Ocean Club, Horizontal Property Regime, as established by Master Deed dated March 1, 1984 and recorded in Deed book 855 at Page 448 records of Horry County herein and hereby amends Exhibit A of said Master Deed so as to reflect the description of dwelling C-1 and certain ground floor common areas as being shown and represented upon a plan prepared by Timbes, Wilund, Ustry Architects recorded in Condominium Plat Book 3 at Page 14 records of Horry County in lieu of the plans which delineate said dwelling C-1 and which are recorded in Condominium Plat Book 3 at Page 8 records of Horry County. It is intended that only a single page of said Exhibit A is hereby replaced.

EXCEPT for the terms of the within Amendment, the said terms and conditions of said Master Deed and all exhibits thereto are hereby ratified and confirmed.

IN WITNESS WHEREOF, Sands Investments Number 4, Inc. has executed and delivered this Amendment to Master Deed this 22nd day of March, 1984.

Witness:

SANDS INVESTMENT NUMBER 4, INC.

Stephanie S. Thompson

By: Leslie M. Morris, Jr., President

Terry E. Conner

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Sands Investments Number 4, Inc., a South Carolina Corporation, by Leslie M. Morris, Jr., its President and Tom E. Baugh, its Secretary, Sign, Seal and as its Act and Deed deliver the within written Amendment to Master Deed; and that s/he with Terry E. Conner witnessed the execution thereof.

**AMENDMENT TO MASTER DEED FOR SANDS
OCEAN CLUB HORIZONTAL PROPERTY REGIME,
SAID MASTER DEED BEING DATED MARCH 1, 1984 and
RECORDED MARCH 13, 1984, IN DEED BOOK 855 AT PAGE 448
RECORDS OF HORRY COUNTY**

Pursuant to the terms and conditions of the aforesaid Master Deed and related documents, Sands Development South Carolina, Inc., herein amends the said Master Deed and related documents as set out herein for the purpose of submitting Phase II to the Sands Ocean Club Horizontal Property Regime.

Therefore, Sands Development South Carolina, Inc. having its principal office at Myrtle Beach, County of Horry, State of South Carolina, hereinafter referred to as the GRANTOR, as the sole owner in fee-simple of the land and improvements hereinafter described, does hereby make, declare and publish its intention and desire to submit, and does hereby submit the lands and buildings herein below described (Phase II), together with all other improvements thereon, including all easements, rights and appurtenances thereto belonging, to a Horizontal Property Regime (sometimes termed "condominium" ownership to be known as Sands Ocean Club, a Horizontal Property Regime) in the manner provided for by Sections 27-31-10 through 27-31-300 (both inclusive) of Chapter 31 entitled "Horizontal Property Act of the 1976 Code of Laws of South Carolina" as amended, and as provided for in the Master Deed creating Sands Ocean Club, a Horizontal Property Regime, dated March 1, 1984 and recorded March 13, 1984 in Deed book 855 at page 448, records of Horry County.

Article 1 of said Master Deed is amended to add the following:

The lands which are hereby submitted to the Horizontal Property Regime are described as follows:

ALL AND SINGULAR, those certain pieces, parcels or tracts of land situate, lying and being in the county and state aforesaid, being shown and designated as 0.6112 acres, more or less, and 0.08303 acres, more or less, upon a map by Floyd, Askins and Kellahan dated July 18, 1985, and recorded in Condominium Cabinet B at page 450, being bounded generally on the southwest by Sands Ocean Club Phase I, and a 50' street which borders A Place at the Beach Myrtle Beach III, southeast by the southeastern property line of the original Lot 3, Egerton Acres and/or the Atlantic Ocean (as shown on said plat) and a 0.4167 tract, northeast by a 50' street and northwest by Shore Drive.

This being a portion of property conveyed to GRANTOR by deed of Sands Shares Partners, Inc. dated November 11, 1984 and recorded in Deed Book 914 at Page 007, records of Horry County.

Said property being subject to restrictions, reservations, covenants, agreements, rights of way and easements of record, including but not limited to, those shown upon the aforesaid map.

The lands hereby submitted are in addition to those heretofore submitted.

Article II is hereby amended to add thereto the following:

"Further annexed hereto and expressly made a part hereof, as Exhibit A-1, is a plot plan showing the location of the buildings and other improvements of Phase II, a set of floor plans of the buildings which show graphically the dimensions, and location of COMMON ELEMENTS affording access to each DWELLING. Each DWELLING is identified by specific number on said Exhibit A-1, and no DWELLING bears the same designation as any other DWELLING. Exhibit A-1 is also recorded as a separate condominium plat in the public records of aforesaid Horry

County, maintained by the Clerk of Court in Condominium Cabinet B at page 450.

Exhibit B is hereby amended by replacing Schedule 1 thereof with the attached Exhibit B-1, Schedule 1.

GENERALLY: The said Master Deed is further amended in all particulars, generalities and references so as to reflect and include the submission of and intent to submit the said Phase II to the Horizontal Property Regime and to reserve all rights to submit Phase III.

IN WITNESS WHEREOF, Sands Development South Carolina, Inc., a South Carolina Corporation, has caused these presents to be executed this 27th day of August, 1985.

STATE OF SOUTH CAROLINA)
)
COUNTY OF Horry)

PROBATE

PERSONALLY appeared before me, Cynthia C. Campbell, who, after being duly sworn, deposes and states that s/he saw the within Sands Development South Carolina, Inc., a South Carolina Corporation, by Leslie M. Morris, Jr., its President and Tom E. Baugh, Jr., its Secretary, Sign, Seal and Deliver with the within Amendment to Master Deed; and that s/he with the, Stephanie S. Thompson, witness the execution thereof.

SWORN to before me this 27th

Day of August, 1985

Stephanie S. Thompson (L.S.)
Notary Public for South Carolina

My Commission Expires: 09/02/86

SANDS OCEAN CLUB – A CONDOMINIUM

PHASE II

EXHIBIT “A-1”

TO

MASTER DEED

NOTE: Exhibit “A-1” is a survey showing the location of the building and other improvements, a set of floor plans of the building which shows graphically the dimensions, area and location of each Dwelling therein, and the dimensions, area and location of Common Elements affording access to each Dwelling. Both plat and plans have been recorded in Condominium Cabinet B, at Page 450, records of Horry Count. Said Exhibit further includes the following:

There are 256 units including one Commercial Unit which is designated C-2. Each unit, other than C-2, is located on floors numbered two (2) through seventeen (17), there being no floor numbered thirteen. Access to all units is through the lobby, public hallways, elevator and stairs all as shown upon the plans by Timbes, Wilund and Usry certified August 7, 1985. The location of units on each floor in relation to each other are as shown upon said plans. Unit number designations are as shown upon said plans and each such number is prefixed by another number which designates upon which floor the unit is located i.e. Unit 320 is unit 20 on the third floor.

The plot plan by Floyd, Askins and Kellahan, Engineers and Surveyors, Inc. dated July 18, 1985, shall control over the said plans as to the actual ground location of the items shown upon said plot plan.

As to each Dwelling: All built-in kitchen appliances, counters, cabinets, the refrigerator, any air conditioner units and condensers and hot water heaters which may be located in any Dwelling are a part of the Dwelling in which they are located and are not Common Elements. The balcony adjacent to any Dwelling, including the railing thereof, is a Limited Common Element for the use of that Dwelling and is subject to restrictions as set out elsewhere in this Master Deed.

All, if any, laundry rooms, storage rooms, the service elevators and easements therefor, the laundry and mail chutes and easements therefor, the maids’ rooms and vending machine rooms, if any, are Limited Common Elements for the exclusive use and benefit of the Commercial Unit (C-2). The elevator machinery room is a Common Element. The uses of the Commercial Unit (C-2) shall be those permitted for the Commercial Unit located in Phase I.

Reference to areas as Common Elements and Limited Common Elements or areas in this Exhibit shall be in addition to and read in conjunction with the further designations of Common and Limited Common Elements and areas as set out in other portions of this Master Deed and the survey and floor plans making up the balance of this Exhibit “A-1”,

All construction, warranties are contained in purchase agreement, separate warranty instruments and/or individual deeds to original purchasers of units or interests therein and GRANTOR MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, nor are the benefits of any warranties, except those expressly granted to original purchasers, extended to any subsequent title holders or other parties claiming any interest in any unit or common area.

Pursuant to Section 27-31-100 (f) Code of Laws of South Carolina, 1976, as amended, notice is given that all activities on or over and all uses of any submerged land or other critical areas are subject to the jurisdiction of the South Carolina Coastal Council, including but not limited to the requirements that any activity or use must be authorized by the South Carolina Coastal Council. Any Owner is liable to the extent of his ownership for any damages to, any inappropriate or unpermitted uses of, and any duties or responsibilities concerning any submerged land, coastal waters, or any other critical area.

EXHIBIT B-1

PERCENTAGE INTEREST IN GENERAL AND LIMITED COMMON ELEMENTS

Section 1. The percentage of undivided interest appurtenant to each unit in Phase I in the General Common Elements and Limited Common Elements has been determined by the ratio of the value of the individual unit as the same bears to the value of the whole property (which values have been assigned in accordance with the statutory requirements) all of which are as follows:

UNIT	PHASE	STATUTORY VALUE	PERCENTAGE
201		\$1,000.00	.166
202		\$1,000.00	.166
203		\$1,000.00	.166
204		\$1,000.00	.166
205		\$1,000.00	.166
206		\$1,000.00	.166
207		\$1,500.00	.249
208		\$1,000.00	.166
209		\$1,000.00	.166
210		\$1,500.00	.249
211		\$1,000.00	.166
212		\$1,500.00	.249
213		\$1,000.00	.166
214		\$1,000.00	.166
215		\$1,000.00	.166
216		\$1,000.00	.166
217		\$1,000.00	.166
301		\$1,000.00	.166
302		\$1,000.00	.166
303		\$1,000.00	.166
304		\$1,000.00	.166
305		\$1,000.00	.166
306		\$1,000.00	.166
307		\$1,500.00	.249
308		\$1,000.00	.166
309		\$1,000.00	.166
310		\$1,500.00	.249
311		\$1,000.00	.166
312		\$1,500.00	.249
313		\$1,000.00	.166
314		\$1,000.00	.166
315		\$1,000.00	.166
316		\$1,000.00	.166
317		\$1,000.00	.166
401		\$1,000.00	.166
402		\$1,000.00	.166
403		\$1,000.00	.166
404		\$1,000.00	.166
405		\$1,000.00	.166
406		\$1,000.00	.166
407		\$1,500.00	.249
408		\$1,000.00	.166

UNIT	PHASE	STATUTORY VALUE	PERCENTAGE
409		\$1,000.00	.166
410		\$1,500.00	.249
411		\$1,000.00	.166
412		\$1,500.00	.249
413		\$1,000.00	.166
414		\$1,000.00	.166
415		\$1,000.00	.166
416		\$1,000.00	.166
417		\$1,000.00	.166
501		\$1,000.00	.166
502		\$1,000.00	.166
503		\$1,000.00	.166
504		\$1,000.00	.166
505		\$1,000.00	.166
506		\$1,000.00	.166
507		\$1,500.00	.249
508		\$1,000.00	.166
509		\$1,000.00	.166
510		\$1,500.00	.249
511		\$1,000.00	.166
512		\$1,500.00	.249
513		\$1,000.00	.166
514		\$1,000.00	.166
515		\$1,000.00	.166
516		\$1,000.00	.166
517		\$1,000.00	.166
601		\$1,000.00	.166
602		\$1,000.00	.166
603		\$1,000.00	.166
604		\$1,000.00	.166
605		\$1,000.00	.166
606		\$1,000.00	.166
607		\$1,500.00	.249
608		\$1,000.00	.166
609		\$1,000.00	.166
610		\$1,500.00	.249
611		\$1,000.00	.166
612		\$1,500.00	.249
613		\$1,000.00	.166
614		\$1,000.00	.166
615		\$1,000.00	.166
616		\$1,000.00	.166
617		\$1,000.00	.166
701		\$1,000.00	.166
702		\$1,000.00	.166
703		\$1,000.00	.166
704		\$1,000.00	.166
705		\$1,000.00	.166
706		\$1,000.00	.166
707		\$1,500.00	.249

UNIT	PHASE	STATUTORY VALUE	PERCENTAGE
708		\$1,000.00	.166
709		\$1,000.00	.166
710		\$1,500.00	.249
711		\$1,000.00	.166
712		\$1,500.00	.249
713		\$1,000.00	.166
714		\$1,000.00	.166
715		\$1,000.00	.166
716		\$1,000.00	.166
717		\$1,000.00	.166
801		\$1,000.00	.166
802		\$1,000.00	.166
803		\$1,000.00	.166
804		\$1,000.00	.166
805		\$1,000.00	.166
806		\$1,000.00	.166
807		\$1,500.00	.249
808		\$1,000.00	.166
809		\$1,000.00	.166
810		\$1,500.00	.249
811		\$1,000.00	.166
812		\$1,500.00	.249
813		\$1,000.00	.166
814		\$1,000.00	.166
815		\$1,000.00	.166
816		\$1,000.00	.166
817		\$1,000.00	.166
901		\$1,000.00	.166
902		\$1,000.00	.166
903		\$1,000.00	.166
904		\$1,000.00	.166
905		\$1,000.00	.166
906		\$1,000.00	.166
907		\$1,500.00	.166
908		\$1,000.00	.166
909		\$1,000.00	.166
910		\$1,500.00	.166
911		\$1,000.00	.166
912		\$1,500.00	.249
913		\$1,000.00	.166
914		\$1,000.00	.166
915		\$1,000.00	.166
916		\$1,000.00	.166
917		\$1,000.00	.166
1001		\$1,000.00	.166
1002		\$1,000.00	.166
1003		\$1,000.00	.166
1004		\$1,000.00	.166
1005		\$1,000.00	.166
1006		\$1,000.00	.166

UNIT	PHASE	STATUTORY VALUE	PERCENTAGE
1007		\$1,500.00	.249
1008		\$1,000.00	.166
1009		\$1,000.00	.166
1010		\$1,500.00	.249
1011		\$1,000.00	.166
1012		\$1,500.00	.249
1013		\$1,000.00	.166
1014		\$1,000.00	.166
1015		\$1,000.00	.166
1016		\$1,000.00	.166
1017		\$1,000.00	.166
1101		\$1,000.00	.166
1102		\$1,000.00	.166
1103		\$1,000.00	.166
1104		\$1,000.00	.166
1105		\$1,000.00	.166
1106		\$1,000.00	.166
1107		\$1,500.00	.249
1108		\$1,000.00	.166
1109		\$1,000.00	.166
1110		\$1,500.00	.249
1111		\$1,000.00	.166
1112		\$1,500.00	.249
1113		\$1,000.00	.166
1114		\$1,000.00	.166
1115		\$1,000.00	.166
1116		\$1,000.00	.166
1117		\$1,000.00	.166
1201		\$1,000.00	.166
1202		\$1,000.00	.166
1203		\$1,000.00	.166
1204		\$1,000.00	.166
1205		\$1,000.00	.166
1206		\$1,000.00	.166
1207		\$1,500.00	.249
1208		\$1,000.00	.166
1209		\$1,000.00	.166
1210		\$1,500.00	.249
1211		\$1,000.00	.166
1212		\$1,500.00	.249
1213		\$1,000.00	.166
1214		\$1,000.00	.166
1215		\$1,000.00	.166
1216		\$1,000.00	.166
1217		\$1,000.00	.166
1401		\$1,000.00	.166
1402		\$1,000.00	.166
1403		\$1,000.00	.166
1404		\$1,000.00	.166
1405		\$1,000.00	.166

UNIT	PHASE	STATUTORY VALUE	PERCENTAGE
1406	I	\$1,000.00	.166
1407	I	\$1,500.00	.249
1408	I	\$1,000.00	.166
1409	I	\$1,000.00	.166
1410	I	\$1,500.00	.249
1411	I	\$1,000.00	.166
1412	I	\$1,500.00	.249
1413	I	\$1,000.00	.166
1414	I	\$1,000.00	.166
1415	I	\$1,000.00	.166
1416	I	\$1,000.00	.166
1417	I	\$1,000.00	.166
1501	I	\$1,000.00	.166
1502	I	\$1,000.00	.166
1503	I	\$1,000.00	.166
1504	I	\$1,000.00	.166
1505	I	\$1,000.00	.166
1506	I	\$1,000.00	.166
1507	I	\$1,500.00	.249
1508	I	\$1,000.00	.166
1509	I	\$1,000.00	.166
1510	I	\$1,500.00	.249
1511	I	\$1,000.00	.166
1512	I	\$1,500.00	.249
1513	I	\$1,000.00	.166
1514	I	\$1,000.00	.166
1515	I	\$1,000.00	.166
1516	I	\$1,000.00	.166
1517	I	\$1,000.00	.166
1601	I	\$1,000.00	.166
1602	I	\$1,000.00	.166
1603	I	\$1,000.00	.166
1604	I	\$1,000.00	.166
1605	I	\$1,000.00	.166
1606	I	\$1,000.00	.166
1607 (PH)	I	\$2,000.00	.332
1610 (PH)	I	\$2,000.00	.332
1611	I	\$1,000.00	.166
1612	I	\$1,500.00	.249
1613	I	\$1,000.00	.166
1614	I	\$1,000.00	.166
1615	I	\$1,000.00	.166
1616	I	\$1,000.00	.166
1617	I	\$1,000.00	.166
C-1	I	\$3,000.00	.498
218	II	\$1,000.00	.166
318	II	\$1,000.00	.166
418	II	\$1,000.00	.166
518	II	\$1,000.00	.166
618	II	\$1,000.00	.166
718	II	\$1,000.00	.166

UNIT	PHASE	STATUTORY VALUE	PERCENTAGE
818	II	\$1,000.00	.166
918	II	\$1,000.00	.166
1018	II	\$1,000.00	.166
1118	II	\$1,000.00	.166
1218	II	\$1,000.00	.166
1418	II	\$1,000.00	.166
1518	II	\$1,000.00	.166
1618	II	\$1,000.00	.166
1718	II	\$1,000.00	.166
219	II	\$2,000.00	.332
319	II	\$2,000.00	.332
419	II	\$2,000.00	.332
519	II	\$2,000.00	.332
619	II	\$2,000.00	.332
719	II	\$2,000.00	.332
819	II	\$2,000.00	.332
919	II	\$2,000.00	.332
1019	II	\$2,000.00	.332
1119	II	\$2,000.00	.332
1219	II	\$2,000.00	.332
1419	II	\$2,000.00	.332
1519	II	\$2,000.00	.332
1619	II	\$2,000.00	.332
1719	II	\$2,000.00	.332
220	II	\$1,000.00	.166
320	II	\$1,000.00	.166
420	II	\$1,000.00	.166
520	II	\$1,000.00	.166
620	II	\$1,000.00	.166
720	II	\$1,000.00	.166
820	II	\$1,000.00	.166
920	II	\$1,000.00	.166
1020	II	\$1,000.00	.166
1120	II	\$1,000.00	.166
1220	II	\$1,000.00	.166
1420	II	\$1,000.00	.166
1520	II	\$1,000.00	.166
1620	II	\$1,000.00	.166
1720	II	\$1,000.00	.166
221	II	\$1,500.00	.249
321	II	\$1,500.00	.249
421	II	\$1,500.00	.249
521	II	\$1,500.00	.249
621	II	\$1,500.00	.249
721	II	\$1,500.00	.249
821	II	\$1,500.00	.249
921	II	\$1,500.00	.249
1021	II	\$1,500.00	.249
1121	II	\$1,500.00	.249
1221	II	\$1,500.00	.249

UNIT	PHASE	STATUTORY VALUE	PERCENTAGE
1421	II	\$1,500.00	.249
1521	II	\$1,500.00	.249
1621	II	\$1,500.00	.249
1721	II	\$1,500.00	.249
222	II	\$1,000.00	.166
322	II	\$1,000.00	.166
422	II	\$1,000.00	.166
522	II	\$1,000.00	.166
622	II	\$1,000.00	.166
722	II	\$1,000.00	.166
822	II	\$1,000.00	.166
922	II	\$1,000.00	.166
1022	II	\$1,000.00	.166
1122	II	\$1,000.00	.166
1222	II	\$1,000.00	.166
1322	II	\$1,000.00	.166
1422	II	\$1,000.00	.166
1522	II	\$1,000.00	.166
1622	II	\$1,000.00	.166
1722	II	\$1,000.00	.166
223	II	\$1,500.00	.249
323	II	\$1,500.00	.249
423	II	\$1,500.00	.249
523	II	\$1,500.00	.249
623	II	\$1,500.00	.249
723	II	\$1,500.00	.249
823	II	\$1,500.00	.249
923	II	\$1,500.00	.249
1023	II	\$1,500.00	.249
1123	II	\$1,500.00	.249
1223	II	\$1,500.00	.249
1423	II	\$1,500.00	.249
1523	II	\$1,500.00	.249
1623	II	\$1,500.00	.249
1723	II	\$1,500.00	.249
224	II	\$1,000.00	.166
324	II	\$1,000.00	.166
424	II	\$1,000.00	.166
524	II	\$1,000.00	.166
624	II	\$1,000.00	.166
724	II	\$1,000.00	.166
824	II	\$1,000.00	.166
924	II	\$1,000.00	.166
1024	II	\$1,000.00	.166
1124	II	\$1,000.00	.166
1224	II	\$1,000.00	.166
1324	II	\$1,000.00	.166
1424	II	\$1,000.00	.166
1524	II	\$1,000.00	.166
1624	II	\$1,000.00	.166
1724	II	\$1,000.00	.166

UNIT	PHASE	STATUTORY VALUE	PERCENTAGE
225	II	\$1,500.00	.249
325	II	\$1,500.00	.249
425	II	\$1,500.00	.249
525	II	\$1,500.00	.249
625	II	\$1,500.00	.249
725	II	\$1,500.00	.249
825	II	\$1,500.00	.249
925	II	\$1,500.00	.249
1025	II	\$1,500.00	.249
1125	II	\$1,500.00	.249
1225	II	\$1,500.00	.249
1425	II	\$1,500.00	.249
1525	II	\$1,500.00	.249
1625	II	\$1,500.00	.249
1725	II	\$1,500.00	.249
226	II	\$1,000.00	.166
326	II	\$1,000.00	.166
426	II	\$1,000.00	.166
526	II	\$1,000.00	.166
626	II	\$1,000.00	.166
726	II	\$1,000.00	.166
826	II	\$1,000.00	.166
926	II	\$1,000.00	.166
1026	II	\$1,000.00	.166
1126	II	\$1,000.00	.166
1226	II	\$1,000.00	.166
1426	II	\$1,000.00	.166
1526	II	\$1,000.00	.166
1626	II	\$1,000.00	.166
1726	II	\$1,000.00	.166
227	II	\$2,000.00	.332
327	II	\$2,000.00	.332
427	II	\$2,000.00	.332
527	II	\$2,000.00	.332
627	II	\$2,000.00	.332
727	II	\$2,000.00	.332
827	II	\$2,000.00	.332
927	II	\$2,000.00	.332
1027	II	\$2,000.00	.332
1127	II	\$2,000.00	.332
1227	II	\$2,000.00	.332
1427	II	\$2,000.00	.332
1527	II	\$2,000.00	.332
1627	II	\$2,000.00	.332
1727	II	\$2,000.00	.332
228	II	\$1,000.00	.166
328	II	\$1,000.00	.166
428	II	\$1,000.00	.166
528	II	\$1,000.00	.166
628	II	\$1,000.00	.166

UNIT	PHASE	STATUTORY VALUE	PERCENTAGE
728	II	\$1,000.00	.166
828	II	\$1,000.00	.166
928	II	\$1,000.00	.166
1028	II	\$1,000.00	.166
1128	II	\$1,000.00	.166
1228	II	\$1,000.00	.166
1428	II	\$1,000.00	.166
1528	II	\$1,000.00	.166
1628	II	\$1,000.00	.166
1728	II	\$1,000.00	.166
229	II	\$2,000.00	.332
329	II	\$2,000.00	.332
429	II	\$2,000.00	.332
529	II	\$2,000.00	.332
629	II	\$2,000.00	.332
729	II	\$2,000.00	.332
829	II	\$2,000.00	.332
929	II	\$2,000.00	.332
1029	II	\$2,000.00	.332
1129	II	\$2,000.00	.332
1229	II	\$2,000.00	.332
1429	II	\$2,000.00	.332
1529	II	\$2,000.00	.332
1629	II	\$2,000.00	.332
1729	II	\$2,000.00	.332
230	II	\$1,000.00	.166
330	II	\$1,000.00	.166
430	II	\$1,000.00	.166
530	II	\$1,000.00	.166
630	II	\$1,000.00	.166
730	II	\$1,000.00	.166
830	II	\$1,000.00	.166
930	II	\$1,000.00	.166
1030	II	\$1,000.00	.166
1130	II	\$1,000.00	.166
1230	II	\$1,000.00	.166
1430	II	\$1,000.00	.166
1530	II	\$1,000.00	.166
1630	II	\$1,000.00	.166
1730	II	\$1,000.00	.166
231	II	\$1,000.00	.166
331	II	\$1,000.00	.166
431	II	\$1,000.00	.166
531	II	\$1,000.00	.166
631	II	\$1,000.00	.166
731	II	\$1,000.00	.166
831	II	\$1,000.00	.166
931	II	\$1,000.00	.166

UNIT	PHASE	STATUTORY VALUE	PERCENTAGE
1031	II	\$1,000.00	.166
1131	II	\$1,000.00	.166
1231	II	\$1,000.00	.166
1431	II	\$1,000.00	.166
1531	II	\$1,000.00	.166
1631	II	\$1,000.00	.166
1731	II	\$1,000.00	.166
232	II	\$1,500.00	.249
332	II	\$1,500.00	.249
432	II	\$1,500.00	.249
532	II	\$1,500.00	.249
632	II	\$1,500.00	.249
732	II	\$1,500.00	.249
832	II	\$1,500.00	.249
932	II	\$1,500.00	.249
1032	II	\$1,500.00	.249
1132	II	\$1,500.00	.249
1232	II	\$1,500.00	.249
1432	II	\$1,500.00	.249
1532	II	\$1,500.00	.249
1632	II	\$1,500.00	.249
1732	II	\$1,500.00	.249
233	II	\$1,000.00	.166
333	II	\$1,000.00	.166
433	II	\$1,000.00	.166
533	II	\$1,000.00	.166
633	II	\$1,000.00	.166
733	II	\$1,000.00	.166
833	II	\$1,000.00	.166
933	II	\$1,000.00	.166
1033	II	\$1,000.00	.166
1133	II	\$1,000.00	.166
1233	II	\$1,000.00	.166
1433	II	\$1,000.00	.166
1533	II	\$1,000.00	.166
1633	II	\$1,000.00	.166
1733	II	\$1,000.00	.166
234	II	\$1,500.00	.249
334	II	\$1,500.00	.249
434	II	\$1,500.00	.249
534	II	\$1,500.00	.249
634	II	\$1,500.00	.249
734	II	\$1,500.00	.249
834	II	\$1,500.00	.249
934	II	\$1,500.00	.249
1034	II	\$1,500.00	.249
1134	II	\$1,500.00	.249
1234	II	\$1,500.00	.249
1434	II	\$1,500.00	.249

UNIT	PHASE	STATUTORY VALUE	PERCENTAGE
1534	II	\$1,500.00	.249
1634	II	\$1,500.00	.249
1734	II	\$1,500.00	.249
C-2	II	\$3,000.00	.498
TOTALS		\$601,500.00	100.000*

*Rounded from 99.8490