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MASTER DEED
OF
OCEAN POINTE
HORIZONTAL PROPERTY REGIME
North Myrtle Beach, South Carolina

Myrtle Beach
County S.C.
\$100.00
7/11/2005
R.M.C.

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OCEAN POINTE HORIZONTAL PROPERTY REGIME

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EXHIBITS

- A. Property Description
- B. Plat
- C. Plot Plans Consisting of Site Plan, Building Plan, Elevation and Floor Plans of Building
- D. Table of Values
- E. Architect's Certificate
- F. Articles of Incorporation
- G. By-Laws of Association

MASTER DEED FOR
OCEAN POINTE HORIZONTAL PROPERTY REGIME
North Myrtle Beach, Horry County, South Carolina

Ocean Pointe, Inc., a South Carolina Corporation having an office at North 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 Ocean Pointe 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. In conformity with Sections 27-31-30 and 27-31-100 of said Act, the Grantor sets forth the following Particulars:

I.
DEFINITIONS

- A. The term "Unit" or "Units" shall be synonymous with the term "Apartment" or "Apartments" as those terms are used under the Horizontal Property Act of the 1976 Code of Laws of South Carolina, as amended.
- B. "Building" means a structure or structures containing in the aggregate two or more apartments comprising a part of the property.
- C. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination therefor, who owns a Unit within the building.
- D. "Assessment" means a Unit owner's pro rate 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 Ocean Pointe Homeowners Association, Inc, 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 this Master Deed.
3. Any valid charged 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 the Master Deed (including Exhibits), as "general common elements" and also the following:

1. The parcel of land herein described on which the building stands.
2. The portions of the building described herein, not otherwise herein defined as being embraced within the Condominium Units, including but not limited to the foundations, floors, roofs, ceilings, perimeter walls of Residential Units, load bearing interior walls, and partition walls enclosing common facilities, slabs, stairs, pipes, wires, conduits, air ducts, and utility lines, including the space actually occupied by the above.
3. All improvements to the premises constructed or to be constructed other than the building such as utilities, walkways, plantings, trees, shrubbery, yards, lawns, gardens, and etc., located on said parcel of land.
4. Parking facilities.
5. All other elements of the building, not included within the Condominium Units, constructed or to be constructed on the herein described parcel of land, rationally of common use or necessary to existence, upkeep, and safety; and in general, all other devices or installations existing for common use.
6. All property of the Regime whether land, building, improvements, or otherwise, except such as is included in the herein described Units.
7. All assets of Association.

J. "Grantor" means Ocean Pointe, Inc., and its successors, assigns, or designees.

K. "Horizontal Property Act" means Section 27-31-10 through 27-31-300 (both inclusive) of the Code of Laws of South Carolina 1976, as amended.

L. "Limited Common Expenses" shall mean those portions of the common expenses which are specifically assessed against Condominium Unit Owners or against any other type Units as set forth herein.

M. "Owner" means the record owner of a Unit in the Regime, whether one or more persons or other legal entities.

N. "Property" means the land submitted by this Master Deed to be, including all improvements and structures thereon and all easements, rights and appurtenances belonging thereto.

O. "Condominium Unit" means a part of the property intended for any type of independent residential use including one or more rooms or enclosed spaces located on one or more floors, or parts thereof, in a building with a direct exit to a common area leading to a public street or highway as used herein "Unit" shall have the same meaning as "Apartment" under the Horizontal Property Act.

P. "Unit" shall mean a part of the property which is subject to private ownership and independent use and shall include Condominium Units, and other type Units which shall have the same meaning as "Apartment" under the Horizontal Property Act.

II. PROPERTY DESCRIPTION

The lands which are hereby submitted to the Horizontal Property Regime are described in the attached Exhibit "A" and made a part hereof by reference.

III. NOTICE OF RESTRICTION

A portion of the Real Property is submerged property, or lies within the critical area, as shown on Exhibit "B." All activities on or over, and all uses of, the submerged land or other critical area are subject to the jurisdiction of the South Carolina Department of Health and Environmental Control, including, but not limited to, the requirement that any activity or use must be authorized by the South Carolina Department of Health and Environmental Control. 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 areas. Notice as required by § 48-39-330, S.C. Code Ann. is hereby given that the property which is the subject of the Master Deed is or may be affected by baselines, setback lines,

jurisdiction lines, seaward corners of all habitable structures, and erosion rates as established by the South Carolina Department of Health and Environmental Control. In addition, 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 areas.

IV.
DESCRIPTION OF BUILDING.

The Grantor has recently completed or caused to be completed on the above described parcel of land one (1) building of conditioned square feet, which contains thirty (30) individual Condominium Units.

The horizontal and vertical location of the buildings and other improvements within the property boundary are particularly shown and delineated on the plat attached hereto and designated as Exhibit "B", which is expressly made a part hereof and incorporated herein by reference. The location of the buildings and other improvements and the dimensions, area, and location of each of the Condominium Units are shown on the plot plan, floor plans and narrative description attached hereto as Exhibit "C", which are expressly made a part hereof and incorporated herein by reference.

V.
DESCRIPTION OF CONDOMINIUM UNITS.

Exhibit "C" delineates the dimensions, area and location of each Condominium Unit. Each Unit consists of :

1. The volumes of cubicles of space enclosed by the unfinished interior surfaces of perimeter walls, ceilings, and floors of the Unit, including the surfaces of load bearing interior walls, vents, chimneys, doors, windows, and such other structural elements that ordinarily are regarded as enclosures of space, and excluding the interior walls containing conduits and wiring for utilities.

2. All interior dividing walls and partitions including the space occupied by such walls of partitions, excepting, however, load bearing walls.

3. The decorated interior surfaces of said perimeter walls and the decorated surfaces of interior walls, including load bearing walls, floors, and ceilings consisting of, as the case may be, wallpaper, paint, plaster, carpeting, tiles, and all other finishing materials affixed or installed as a part of the physical structure of the Condominium Unit.

4. All fixtures, mechanical systems, and equipment installed in said Condominium Unit and intended for the sole and exclusive use of the Condominium Unit. No pipes, wires,

conduits, or other utility lines or installations constituting a part of the overall systems designated for the service of any other Unit, nor structural members or portions of any of the Condominium Unit, nor any other property of any kind, including fixtures and appliances within the Unit, which are not removable without jeopardizing the soundness, safety, or usefulness of the remainder of the building, shall be deemed to be a part of any individual Condominium Unit.

VI.
SURVEY AND DESCRIPTION OF IMPROVEMENTS

Annexed hereto and expressly made a part hereof, as Exhibit "B", is a plat of survey 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 is shown on Exhibit "C". Each Unit is identified by specific number-letter combination on said Exhibit "C", and no Unit bears the same designation as any other Unit.

Units A1, A4, A5, A9, B1, B4, B5, B9, C1, C4, C5, and C9. These units contain approximately 1388 square feet in heated space and 7 square feet in exterior storage space. These units have three bedrooms, three baths, kitchen, living/dining area, a utility room, and a foyer. Each of these apartments have a balcony with approximately 79 square feet.

Units A2, A3, B2, B3, C2, and C3. These units contain approximately 1595 square feet in heated space and 12 square feet in exterior storage space. These units have four bedrooms, four baths, kitchen, living/dining area, a utility room, and a Toyer. Each of these apartments have a balcony with approximately 119 square feet.

Units A10, B10, and C10. These units contain approximately 1104 square feet in heated space and 8 square feet in exterior storage space. These units have two bedrooms, two baths, kitchen, living/dining area, and a utility room. Each of these apartments have a balcony with approximately 70 square feet.

Units A6, A7, A8, B6, B7, B8, C6, C7, and C8. These units contain approximately 1028 square feet in heated space and 12 square feet in exterior storage space. These units have two bedrooms, two baths, kitchen, living/dining area, a utility room and a foyer. Each of these apartments have a balcony with approximately 110 square feet.

VII.

UNITS AND COMMON ELEMENTS

The Condominium consists of Units and Common Elements, as said terms are hereinafter defined.

Units, as the term is used herein, shall mean and comprise the separate and numbered Units which are designated in Exhibit "C" 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 load-bearing 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 furnishing of utility services to Unit and 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 other than the Units, as same are hereinabove defined, and shall include easements through Units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to Units and 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 the owners of all such Units.

Portions of the Common Elements are hereby set aside and reserved for the restricted use of the respective Unit to the exclusion of the other Unit, or reserved to the restricted use of a particular group of Units and such portions shall be known and referred to as "limited Common Elements". The limited Common Elements restricted to the respective Unit are those portions of any walls which are deemed to be Common Elements and which are within the individual Condominium Units, stairs, balconies, patios, and all other Common Elements which are peculiar or limited to the use of particular groups of Units. The term "Common Elements" when used throughout this instrument shall mean both general and limited Common Elements.

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 the 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 assigned to each Unit shall not be changed except with the unanimous

consent of all of the owners of all of the Units Owned, provided, however that the Grantor may make changes in the Phases as they are added which may cause the percentage ownership in the Common Elements to differ from the proposed schedule.

IX.
NAME

The name by which the Regime shall be known as Ocean Pointe Horizontal Property Regime.

X.
DECLARATION OF RESTRICTIVE AND PROTECTIVE
COVENANTS AND AGREEMENT AND EASEMENT GRANTS

The Units and 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 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 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 Regime.

XI.
RESTRICTIONS AGAINST FURTHER SUBDIVIDING
OF UNITS AND SEPARATE CONVEYANCE
OF APPURTENANT COMMON ELEMENTS, ETC.

No Unit may be divided or subdivided into a smaller Unit than as shown on Exhibit "C" 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 declared to be an appurtenance to each Unit shall not be conveyed, devised, encumbered or otherwise dealt with separately from said Unit, and the undivided interest in Common Elements appurtenant to each Unit shall be deemed conveyed, devised, encumbered, 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 a 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, 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 "C" without limitation or exception, shall be deemed and construed to affect the entire Unit and its appurtenant undivided interest in the 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 any other form of real property ownership recognized in this State. All Common Elements, including but not limited to parking and recreational facilities, shall be owned by the Regime and may not be subject to a lease between the Apartment owners (or the Association) and another party. Further, nothing contained herein 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 any other form of real property ownership recognized in this State.

XII.

RESTRAINT UPON SEPARATION AND
PARTITION OF COMMON ELEMENTS

Recognizing that the proper use of a Unit by any Owner is dependent upon the use and enjoyment of the Common Elements, in common with the Owners of all other Units, and that is in the best interest of all Owners that the ownership of the Common Elements be retained in common by the Owners, it is declared that the percentage of the undivided interest in the Common Elements appurtenant to each Unit shall remain undivided, and no Owner shall bring or have any right to bring any action for partition or division.

XIII.

RESIDENTIAL AND RECREATIONAL USE
RESTRICTION APPLICABLE TO THE UNITS

"Condominium Units." Each Condominium Unit is hereby restricted to use as a residence by the Owner, guests, and lessees; provided, however, that so long as the Grantor shall retain any interest in the ownership of a Unit, it may utilize a Unit or Units of its choice from time to time, for sales offices, models, construction office or other usage for the purpose of constructing and selling the Units in said Regime. Grantor may also have separate temporary offices for a sales office and construction office.

No Condominium Unit shall be "time-shared", nor shall any Unit be owned, used, or operated in violation of the statutory provisions regulating Vacation Time Sharing Plans, S.C. Code Ann. Sections 27-32-10 et. seq. (1983 Supp.), as the same may be amended from time to time, nor shall any Unit be owned, used or operated so as to constitute such Unit as a "time-sharing" Unit, within the meaning of such statutory provisions, without the express written consent of Grantor, its successors and assigns. However, this shall not act as a prohibition against the sale of partnership interests by the Grantor or an Owner.

No "For Sale", "For Rent", or similar signs shall be permitted on any Common Element or in any Unit so as to be visible from any Common Element or public or private street or area.

All draperies, blinds, or other window coverings on a window facing the exterior of any Unit and visible from any Common Element or public or private street or area shall be lined with a color to be approved by Grantor with the said color lining exposed to the exterior of the Unit.

No animal, livestock, or fowl shall be kept or maintained in or on any part of the Unit or Common Elements except two small domestic animals which may be kept thereon as a pet for the pleasure and use of the Owner but not for any commercial use or purpose. All animals must be kept on a leash when they are outside the Unit and must not become a nuisance to other residents by barking or other acts. Non-owners (e.g. renters, lessees or guests) may not keep any pets in or on any part of the Unit or Common Elements without prior written approval of the Board of Directors of the Association.

XIV.

CONDOMINIUM SUBJECT TO RESTRICTIONS, ETC.

The Units and 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 and Common Elements, and setting forth the obligations and responsibilities incident to ownership of each Unit and its appurtenant undivided interest on the Common Elements, and said Units 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.

XV.

PERPETUAL NON-EXCLUSIVE EASEMENT IN COMMON ELEMENTS

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. Notwithstanding anything above provided in this Article, Ocean Pointe 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 use of Common Elements including but not limited to, the exclusive use of any parking space or spaces. 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-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 that may be necessary and proper to the granting of such easements.

XVI.
EASEMENT FOR UNINTENTIONAL AND
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 as a result of the construction or repair 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 or any adjoining Common Elements 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 portion encroached upon any part of the Common Elements, upon or over any other condominium Unit, such reconstruction shall be permitted and valid easements for such encroachments and maintenance thereof shall exist so long as the building shall stand.

XVII.
RESTRAINT OF UNDIVIDED INTEREST IN
COMMON ELEMENTS APPURTENANT
TO EACH UNIT

The undivided interest in 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 "D".

XVIII.
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.

XIX.

ADMINISTRATION OF OCEAN POINTE, INC.
BY OCEAN POINTE 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 Ocean Pointe Homeowners Association, Inc., (herein Association), shall be 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 this Master Deed, and in accordance with the terms of the proposed Articles of Incorporation of the Homeowners Association, hereinafter referred to as the Association, and by-laws of said corporation. A true copy of the By-Laws and Articles of Incorporation of said Association are annexed hereto and expressly made a part hereof as Exhibits "G" and "F" 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 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 or 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 and Common Elements, as the Board of Directors of the Association may deem to be in the best interest of the Condominium.

XX.

RESIDENTIAL USE RESTRICTION APPLICABLE
TO UNITS

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.

XXI.
USE OF ELEMENTS SUBJECT TO
RULES OF ASSOCIATION

The use of 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.

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

No immoral, improper, offensive or unlawful use shall be made of any Unit or of the 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, or on the 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 or the Common Elements.

XXIII.
RIGHT OF ENTRY INTO UNITS IN
EMERGENCIES

In case of any emergency 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, 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 modification 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 so long as the removal thereof would in no manner affect or interfere with the provisions of utility services constituting Common Elements located therein. No owner shall cause any balcony abutting his Unit to be enclosed, or cause any improvements or changes to be made on the exterior of the Building, painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning Units, 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.

XXVI.
RIGHT OF ASSOCIATION TO ALTER AND
IMPROVE COMMON ELEMENTS AND
ASSESSMENTS

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, provided the making of such alterations and improvements shall be assessed as common expenses to be assessed and collected from all of the owners of Units according to the percentages set out in Exhibit "D" 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 benefitted, the assessment to be levied in such proportions as may be determined by the Board of Directors of 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 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 other 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 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 insurance proceeds applicable to such maintenance, repair or replacement. (The balcony floor, walls facing the balcony, and balcony railings attached to his Unit shall be maintained by the owner at his expense.) Provided, however, said owner shall take no action that will alter the exterior appearance of the building. Should the owner fail to provide the maintenance and/or repairs as required, the Association shall have the right to enter the Unit to accomplish same at the sole cost and expense of the owner and said cost and expense shall be charged against the owner and shall become a lien on his Unit in like manner as a monthly assessment.

XXVIII.
MAINTENANCE AND REPAIR OF COMMON ELEMENTS
BY ASSOCIATION

Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the 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 for the furnishings of utility services to the Units and said 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, the said Association shall, at its expense, repair such incidental damage.

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

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 or upon the Common Elements. All such insurance obtained by the owner of each Unit shall, where available, provide that the insurer waives its right of subrogation as to any claims against other owners of Units, the Association, and the respective servants, agents and guests of said other owners and the Association. 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 or which is insured by the Association) 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 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 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.

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

1. 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 and Common Elements, to-wit:

(a) Casualty insurance covering all of the Units, and 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 perils 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, flood, water damage 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, non-owned automobile and off-premises employee coverage.

(c) Worker's Compensation insurance to meet the requirements of law.

(d) 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.

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

3. 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.

4. 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.

5. 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 successors, 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 mortgages, 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.

6. So long as any Mortgagee or the assignee of such Mortgagee's rights in any mortgage (which assignment shall be evidenced by a recordable document, a certified copy of which shall be furnished the Association), hereinafter referred to as Lenders, is the holder of a mortgage on any Unit in the Condominium, said Lenders shall have the right to approve the company or companies with whom Association shall place its casualties insurance coverage, and such casualty insurance coverage shall only be placed by Association with such company or companies as are approved by such Lenders. At such time as Lenders shall not hold a mortgage on any Units, then the company or companies with whom such casualty insurance may be placed shall be selected by Association, and all parties beneficially interested in such insurance coverage shall be bound by such selection of insurance company or companies made by Association.

7. (a) The Association shall have the right to designate the Insurance Trustee and all parties beneficially interested in such insurance coverage shall be bound thereby.

(b) The Insurance Trustee shall be a banking institution having trust powers or a federally insured savings and loan association, 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, not for the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds.

(c) 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 purpose herein stated, and for the benefit of Association and the owners of all Units and their respective mortgages, such insurance proceeds shall 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.

(d) 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 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 owners of any Unit or Units, and his or their respective Mortgage or Mortgages, 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 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.

(e) In the event of the loss of or damage only to Common Elements, real or personal property, 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, then such excess insurance proceeds shall be paid by the Insurance Trustee to the owners of all of the Units and their respective Mortgagees, the distribution to be separately made to the owner of each Unit Insurance proceeds paid to the owner of each Unit and his said Mortgagee or Mortgagees, if any, shall bear the same ratio to the total excess insurance proceeds as does the undivided interest in Common Elements appurtenant to each Unit bear to the total undivided interest in Common Elements appurtenant to all Units. 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 monies with the 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 Replacements Fund, and if the amount in such Reserve for Replacements Fund is not sufficient, then Association shall levy and collect 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.

(f) In the event of the loss of or damage to Common 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, 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, the excess insurance proceeds shall be paid and distributed by the Insurance Trustee to the owners of all Units, and to their mortgagee or mortgagees, as their respective interests may appear, such distribution to be made in the manner and in the proportions as are provided hereinbefore. 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 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 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, 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 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 such 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 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, it being recognized that such insurance proceeds are to be first applied to payment for repair, replacement or reconstruction of said 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 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 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 sustain 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.

(g) 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 as good a condition as 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.

(h) In the event of the loss of 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.

XXXI.
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 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 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 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, then the assessment by Association, shall include the proportionate share of such Tax or Special Assessment attributable to each Unit and its appurtenant undivided interest in 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.

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.

XXXII.

ASSOCIATION TO MAINTAIN REGISTRY
OF OWNERS AND MORTGAGES

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 the sale or transfer of any Unit to third party, the purchaser or transferee shall notify Association in writing of his interest in such Unit 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 shall at all times notify Association of the names of the parties holding any mortgage or mortgages on any Unit, 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 may, if he so desires, notify Association of the existence of any mortgage or mortgages held by such party on any Unit, and upon receipt of such notice, Association shall register in its records all pertinent information pertaining to the same.

XXXIII.

ASSESSMENTS: 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 the 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 of 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 appurtenant to each Unit bear to the total undivided interest in 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 Units or Units, reduced by an amount of income which may be derived from the leasing such Unit or Units by Association, based upon their

proportionate interests in the 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.

C. 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 non-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 determine 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 reserve fund for replacement of 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 as well as the replacement of personal property which may constitute a portion of the Common Elements held for the joint use and benefit of all of the owners of all Units. The amount collected and allocated to the Reserve Fund for Replacement 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 each 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 therefor 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 co-mingled with the monies paid to the said Association by the other 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, shall be held for the benefit of the members of Association, who shall own any common surplus in the proportions of their percentage of 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 or installment thereof due to Association shall be in default if such assessment, 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 upon notice thereof to the Unit owner, whereupon 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, 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 against the Unit owner owing the same in any manner provided for the Act, including the right of foreclosures and sale. When in default, the delinquent assessment or delinquent installment thereof due to Association shall bear interest at the highest legal rate of interest that can then be charged until such delinquent assessment or installment thereof, and all interest due thereon, and any costs of collection, has been paid to Association.

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

I. No owner of a Unit may exempt himself from liability for any assessment levied against such owner and his Unit by waiver of the use or enjoyment of any of the Common Elements, or by abandonment of the Unit, 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 therefor, which results in benefit to all of the owners of Units, and that the payment of such common expense represented by the assessments levied and collected by Association is necessary in order to preserve and protect the investment of the owner of each Unit, Association is hereby granted a lien upon such Unit and its appurtenant undivided interest in Common Elements, which lien shall secure and does secure the monies due for all assessments now or hereafter levied against the owner of each Unit, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments 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 and its appurtenant undivided interest in the 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 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. The rental required to be paid shall be equal to the rental charged on comparable types of Units in 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 rate of 12% 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 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 expressly subject to such lien.

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 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 have been fully paid. Such claims of lien shall include only assessments 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 mortgage or any other lien recorded prior to the time of recording of the Association's claim of lien.

In the event that any person, firm or corporation shall acquire title to any Unit and its appurtenant undivided interest in Common Elements by virtue of any foreclosure, judicial sale, or deed in lieu of foreclosure, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for said Unit and its appurtenant undivided interest in Common Elements subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and

delinquent at the time it acquired such title. Such Unit however shall be so acquired subject to the lien of any assessment 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 by foreclosure or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all Units as a part of the common expense, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment by means other than foreclosure.

L. Whenever any Unit 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, shall furnish to the proposed purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to Association by the owner of such Unit. 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 is to be sold or mortgaged at the time when payment of any assessment against the owner of said Unit and such Unit 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 or installment thereof due to Association before the payment of any proceeds of purchase or mortgage proceeds to the owner of any Unit who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Unit, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments 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 therefor. Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment 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 October 31, 1999, each Unit (condominium Unit) shall be exempt from the assessment created herein until such time as the Unit is conveyed by the grantor to a grantee (owner). Except as expressly provided herein, no Unit and its appurtenant percentage interest shall be exempt from said assessment. Moreover, until such time as a Unit is conveyed by the grantor, to a grantee, the grantor shall be assessed and pay to the Association in lieu of an assessment thereof a sum equal to the actual amount of operating expenditures for the calendar year less an amount equal to the total assessments made by the Association against owners of Units other than those owned by Grantor. The actual operating expenditures for this purpose shall also include any reserve for

replacements or operating reserves. Commencing November 1, 1999, the Grantor shall be subject to assessments as provided for in this Master Deed so that it will pay assessments on the same basis provided for under this Master Deed as the same are paid by Unit owners.

XXXIV.
TERMINATION

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 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 be then 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.

XXXV.
AMENDMENT OF MASTER DEED

Except for any alteration in the percentage of ownership in 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 mortgagees shall be required, and except for an 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 Directors, or by the members, 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 reasonable 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 paid. 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 all the members owning a Unit in the Condominium 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 XXVI 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 Grantors as the case may be.

Without limiting the foregoing, the Grantor, its successors or assigns, "acting alone" shall have the power, but not the obligation, at any time (and from time to time), to amend the Master Deed to causes the same to conform to the requirements of the South Carolina Horizontal Property Act, the Federal National Mortgage Association, and/or the Federal Home Loan Mortgage Corporation, as set forth, respectively, in "FNMA Conventional Home Mortgage Selling Contract Supplement" and Seller's Guide to Conventional Mortgages," as the same may be amended from time to time, and prior to conveying any Units upon completion of construction to reaffirm the Regime as constructed.

XXXVI
REMEDIES IN EVENT OF DEFAULT

The owner or owners of each Unit 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.

XXXVII
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.

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

So long as the grantor herein, Ocean Pointe, Inc., 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, upon any terms and conditions as it shall deem to be in its own best interest. Further, so long as Ocean Pointe, Inc., is the owner of five (5) or more Units, then 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 Incorporation 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 power of the owner to designate Directors as above referred to shall terminate no later than the 31st day of October, 1999.

Any representative of Grantor, serving on the Board of Directors of Association shall not be required to disqualify himself upon any vote upon 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 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 is being held by the Grantor for sale in the ordinary course of business to use a reasonable portion of the Common Elements for the purposes of aiding in the sale of Units. The foregoing shall mean and include the right to display and erect signs and billboards, and to store, distribute and exhibit audio and visual promotional materials upon the Common Elements and Units.

XXXIX.

ANNUAL REPORTS TO BE PROVIDED TO LENDER

So long as any Lender is the owner or holder of a mortgage encumbering a Unit in the Condominium, at Lender's request, Association shall furnish said Lender with at least one (1) copy of the Annual Financial Statement and Report of Association audited and prepared by Certified Public Accountants 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.

XXXX.

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.

XXXXI.

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 place 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, said Act shall take the place of the provisions in conflict with the Master Deed.

XXXXII.

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 this Master Deed shall be binding upon Grantor 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.

IN WITNESS WHEREOF, the Grantor, Ocean Pointe, Inc. has executed this Master Deed this 7th day of OCTOBER, 1998.

Signed, Sealed and Delivered
in the Presence of:

Rachel Long
Witness

James P. Williams
Witness

OCEAN POINTE, INC.
(SEAL)

By: [Signature]

Its: President

Attest: [Signature]

Its: Secretary



STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

BEFORE me appeared the undersigned witness, who after first being duly sworn deposes and states that (s)he saw Ocean Pointe, Inc., by its duly authorized officers, sign, seal and deliver the within Master Deed; and that (s)he with the undersigned Notary Public witnessed the execution thereof.

Rachel Long
Witness

SWORN to before me this
7th day of October, 1998.

James P. Williams
Notary Public for South Carolina
Commission expires 12-06

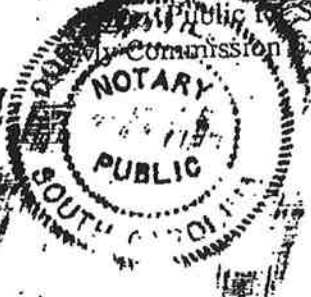


EXHIBIT "A"

Property Description

EXHIBIT "A"

ALL AND SINGULAR, all those certain pieces, parcels, or lots of land situate, lying and being in the County of Horry, State of South Carolina, Little River Township, Cherry Grove Beach Section, City of North Myrtle Beach, designated as Lot Three (3) (Revised) Block Z and recorded in Deed Book 1987, at page 1402, Horry County Records. This being the same property formerly shown as Lots Two (2), Three (3) and Four (4), Block Z, Cherry Grove Beach, as shown upon a map thereof prepared by C. B. Berry, R.L.S., dated 11 November, 1983, recorded in the Office of the Clerk of Court for Horry County in Plat Book 78 at Page 148.

This being the identical property conveyed to Grantors herein by Deed of Sea Pointe Condominiums, Inc., A South Carolina Corporation, dated October 28, 1997 and recorded on November 3, 1997, in Deed Book 1987 at page 1402, Horry County R.M.C., Conway, South Carolina.

TMS NO. 145-04-01-014

EXHIBIT "B"

Plat

ELEVATION CERTIFICATE

FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE PROGRAM

ATTENTION: Use of this certificate does not provide a waiver of the flood insurance purchase requirement. This form is used only to provide elevation information necessary to ensure compliance with applicable community floodplain management ordinances, to determine the proper insurance premium rate, and/or to support a request for a Letter of Map Amendment or Revision (LOMA or LOMR). Instructions for completing this form can be found on the following pages.

SECTION A PROPERTY INFORMATION	FOR INSURANCE COMPANY USE
BUILDING OWNER'S NAME Ocean Pointe, Inc.	POLICY NUMBER
PROPERTY ADDRESS (Including Apt., Unit, Suite and/or Bldg. Number) OR P.O. ROUTE AND BOX NUMBER 6103 North Ocean Blvd. (TMS 145-04-01-014)	COMPANY NAIC NUMBER
PROPERTY DESCRIPTION (Lot and Block Numbers, etc.) Lot 3 (Revised), Block Z, Cherry Grove Section of North Myrtle Beach	STATE SC
	ZIP CODE 29582

SECTION B FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

Provide the following from the proper FIRM (See Instructions):

1. COMMUNITY NUMBER 450110	2. PANEL NUMBER 0369	3. SUFFIX F	4. DATE OF FIRM INDEX 9-3-92	5. FIRM ZONE AE	6. BASE FLOOD ELEVATION (in AO Zones, use depth) 16' MSL
-------------------------------	-------------------------	----------------	---------------------------------	--------------------	--

Indicate the elevation datum system used on the FIRM for Base Flood Elevations (BFE): NGVD '29 Other (describe on back)
For Zones A or V, where no BFE is provided on the FIRM, and the community has established a BFE for this building site, indicate the community's BFE: _____ feet NGVD (or other FIRM datum—see Section B, Item 7).

SECTION C BUILDING ELEVATION INFORMATION

Using the Elevation Certificate Instructions, indicate the diagram number from the diagrams found on Pages 5 and 6 that best describes the subject building's reference level 5.

(a). FIRM Zones A1-A30, AE, AH, and A (with BFE). The top of the reference level floor from the selected diagram is at an elevation of 19.18 feet NGVD (or other FIRM datum—see Section B, Item 7).

(b). FIRM Zones V1-V30, VE, and V (with BFE). The bottom of the lowest horizontal structural member of the reference level from the selected diagram, is at an elevation of _____ feet NGVD (or other FIRM datum—see Section B, Item 7).

(c). FIRM Zone A (without BFE). The floor used as the reference level from the selected diagram is _____ feet above or below (check one) the highest grade adjacent to the building.

(d). FIRM Zone AO. The floor used as the reference level from the selected diagram is _____ feet above or below (check one) the highest grade adjacent to the building. If no flood depth number is available, is the building's lowest floor (reference level) elevated in accordance with the community's floodplain management ordinance? Yes No Unknown

3. Indicate the elevation datum system used in determining the above reference level elevations: NGVD '29 Other (describe under Comments on Page 2). (NOTE: If the elevation datum used in measuring the elevations is different than that used on the FIRM [see Section B, Item 7], then convert the elevations to the datum system used on the FIRM and show the conversion equation under Comments on Page 2.)

4. Elevation reference mark used appears on FIRM: Yes No (See Instructions on Page 4)

5. The reference level elevation is based on: actual construction construction drawings
(NOTE: Use of construction drawings is only valid if the building does not yet have the reference level floor in place, in which case this certificate will only be valid for the building during the course of construction. A post-construction Elevation Certificate will be required once construction is complete.)

6. The elevation of the lowest grade immediately adjacent to the building is: 18.86 feet NGVD (or other FIRM datum—see Section B, Item 7).

SECTION D COMMUNITY INFORMATION

1. If the community official responsible for verifying building elevations specifies that the reference level indicated in Section C, Item 1 is not the "lowest floor" as defined in the community's floodplain management ordinance, the elevation of the building's "lowest floor" as defined by the ordinance is: _____ feet NGVD (or other FIRM datum—see Section B, Item 7).

2. Date of the start of construction or substantial improvement _____

SECTION E CERTIFICATION

This certification is to be signed by a land surveyor, engineer, or architect who is authorized by state or local law to certify elevation information when the elevation information for Zones A1-A30, AE, AH, A (with BFE), V1-V30, VE, and V (with BFE) is required. Community officials who are authorized by local law or ordinance to provide floodplain management information, may also sign the certification. In the case of Zones AO and A (without a FEMA or community issued BFE), a building official, a property owner, or an owner's representative may also sign the certification.

Reference level diagrams 6, 7 and 8 - Distinguishing Features--If the certifier is unable to certify to breakaway/non-breakaway wall, enclosure size, location of servicing equipment, area use, wall openings, or unfinished area Feature(s), then list the Feature(s) not included in the certification under Comments below. The diagram number, Section C, Item 1, must still be entered.

I certify that the information in Sections B and C on this certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

C.B. Berry

CERTIFIER'S NAME: C.B. Berry LICENSE NUMBER (or Affix Seal): S.C. No. 2075

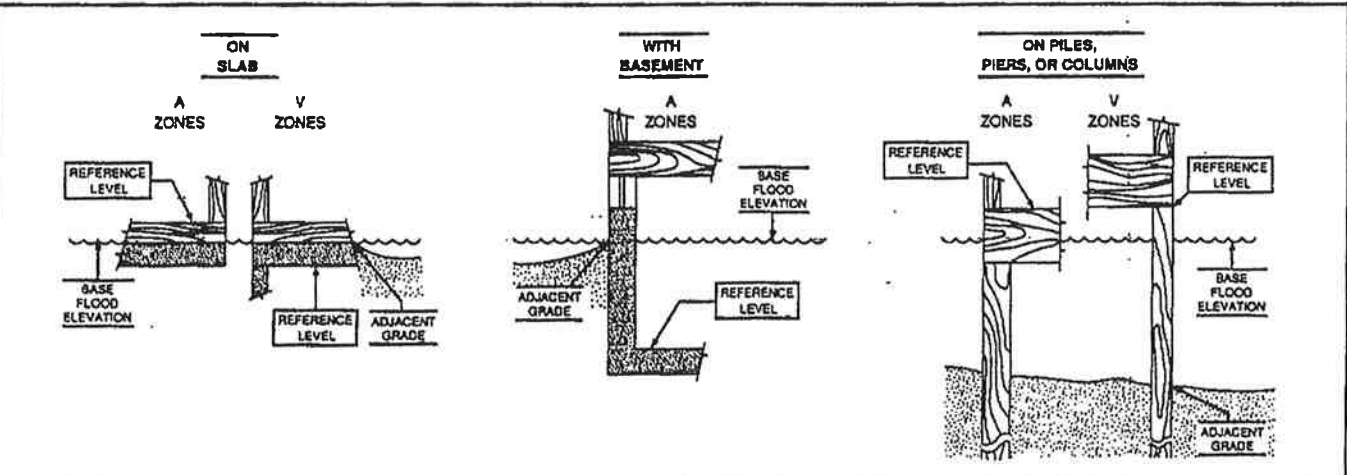
TITLE: Registered Land Surveyor COMPANY NAME: C.B. Berry Land Surveyors

ADDRESS: 706 15th Avenue South CITY: North Myrtle Beach STATE: SC ZIP: 29582

SIGNATURE: _____ DATE: September 22, 1998 PHONE: (843) 272-6303

Copies should be made of this Certificate for: 1) community official, 2) insurance agent/company, and 3) building owner.

COMMENTS: _____



The diagrams above illustrate the points at which the elevations should be measured in A Zones and V Zones. Elevations for all A Zones should be measured at the top of the reference level floor. Elevations for all V Zones should be measured at the bottom of the lowest horizontal structural member.

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 this Master Deed shall be binding upon Grantor 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.

IN WITNESS WHEREOF, the Grantor, Ocean Pointe, Inc. has executed this Master Deed this 7th day of OCTOBER, 1998.

Signed, Sealed and Delivered
in the Presence of:

OCEAN POINTE, INC.
(SEAL)

Rachel Long
Witness

By: [Signature]

Its: President

[Signature]
Witness

Attest: [Signature]

Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

BEFORE me appeared the undersigned witness, who after first being duly sworn deposes and states that (s)he saw Ocean Pointe, Inc., by its duly authorized officers, sign, seal and deliver the within Master Deed; and that (s)he with the undersigned Notary Public witnessed the execution thereof.

Rachel Long
Witness

SWORN to before me this
7th day of October, 1998.

[Signature]
Notary Public for South Carolina
My Commission Expires 11-12-06

EXHIBIT "A"

Property Description

EXHIBIT "A"

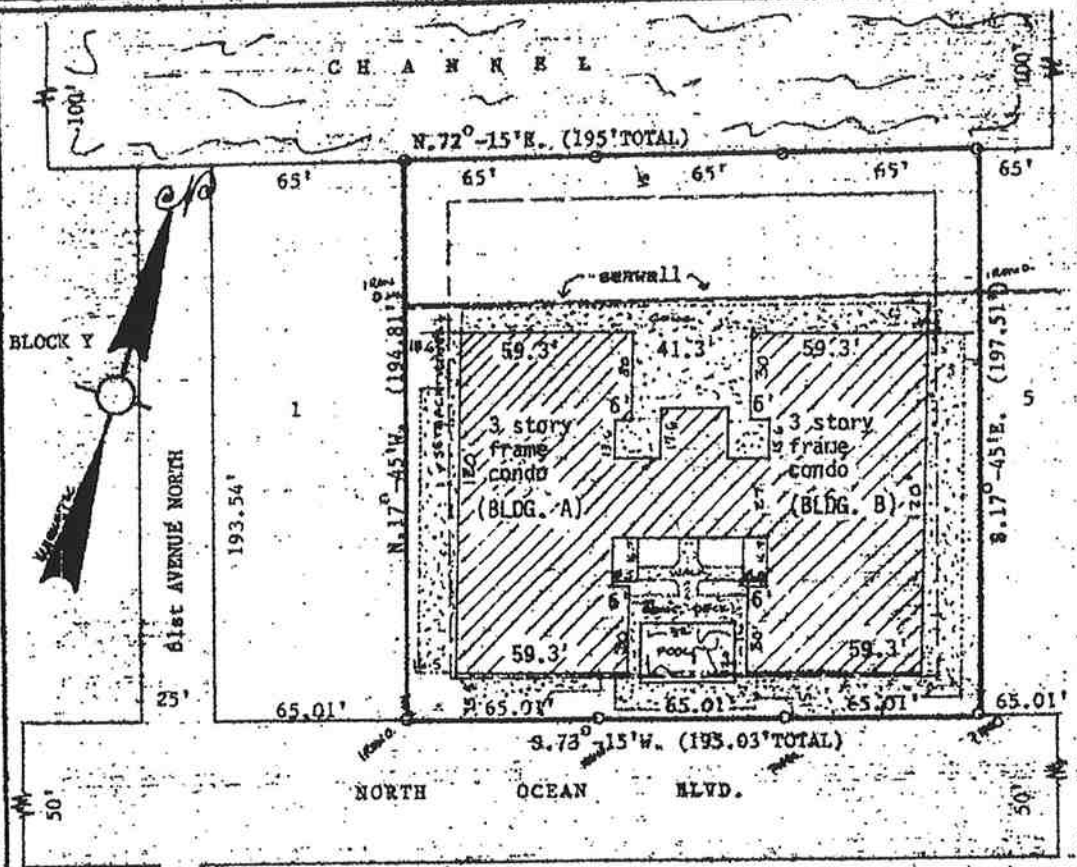
ALL AND SINGULAR, all those certain pieces, parcels, or lots of land situate, lying and being in the County of Horry, State of South Carolina, Little River Township, Cherry Grove Beach Section, City of North Myrtle Beach, designated as Lot Three (3) (Revised) Block Z and recorded in Deed Book 1987, at page 1402, Horry County Records. This being the same property formerly shown as Lots Two (2), Three (3) and Four (4), Block Z, Cherry Grove Beach, as shown upon a map thereof prepared by C. B. Berry, R.L.S., dated 11 November, 1983, recorded in the Office of the Clerk of Court for Horry County in Plat Book 78 at Page 148.

This being the identical property conveyed to Grantors herein by Deed of Sea Pointe Condominiums, Inc., A South Carolina Corporation, dated October 28, 1997 and recorded on November 3, 1997, in Deed Book 1987 at page 1402, Horry County R.M.C., Conway, South Carolina.

TMS NO. 145-04-01-014

EXHIBIT "B"

Plat



1st Floor Elev. 19.18'
Ground Elev. 8.86'

STREET ADDRESS:
6103 North Ocean Blvd.
North Myrtle Beach, SC 29582.

SCALE OF FEET
1" = 50'
0 20 40 60

TMS NO. 145-04-01-01A
SETBACKS:
Front - 15'
Sides - 15'
Rear - 15'

PLOT LAYOUT
A RESURVEY OF
LOT 3 (REVISED), BLOCK 2 - CHERRY GROVE SECT.
NORTH MYRTLE BEACH
LITTLE RIVER TOWNSHIP - HORRY COUNTY, S. C.
REF: MAP COMBINING LOTS 2, 3 & 4, BLOCK 2
INTO ONE PARCEL OF RECORD KNOWN AS LOT
3 (REVISED), BLOCK 2, PREPARED FOR STEVE
SLIPKO, DATED MAY 2, 1997, BY ME.; DEED
RECORDED IN DEED BOOK 1987, PAGE 1402,
HORRY COUNTY RECORDS.
OWNED BY
OCEAN POINTE, INC.

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THIS PROPERTY IS LOCATED IN FLOOD ZONE
AE, ELEV. 16' MSL, COMMUNITY-PANEL NO.
450110 0369 F (Revised 9-3-92)

I hereby state that to the best of my knowledge,
information, and belief, the survey shown herein
was made in accordance with requirements of
the Minimum Standards Manual for the practice
of land surveying in South Carolina and meets or
exceeds the requirements for a Class A survey
as specified therein; also there are no visible
encroachments or projections other than shown.

[Handwritten Signature]
C. B. BEATTY, JR.
NORTH MYRTLE BEACH, SC 29582
(803) 272-6303
SEPTEMBER 22, 1998

EXHIBIT "C"

**Plot Plans Consisting of Site Plan, Building Plan, Elevation
and Floor Plans of Building**

BOOK 2377 PAGE 1350

P. 1350



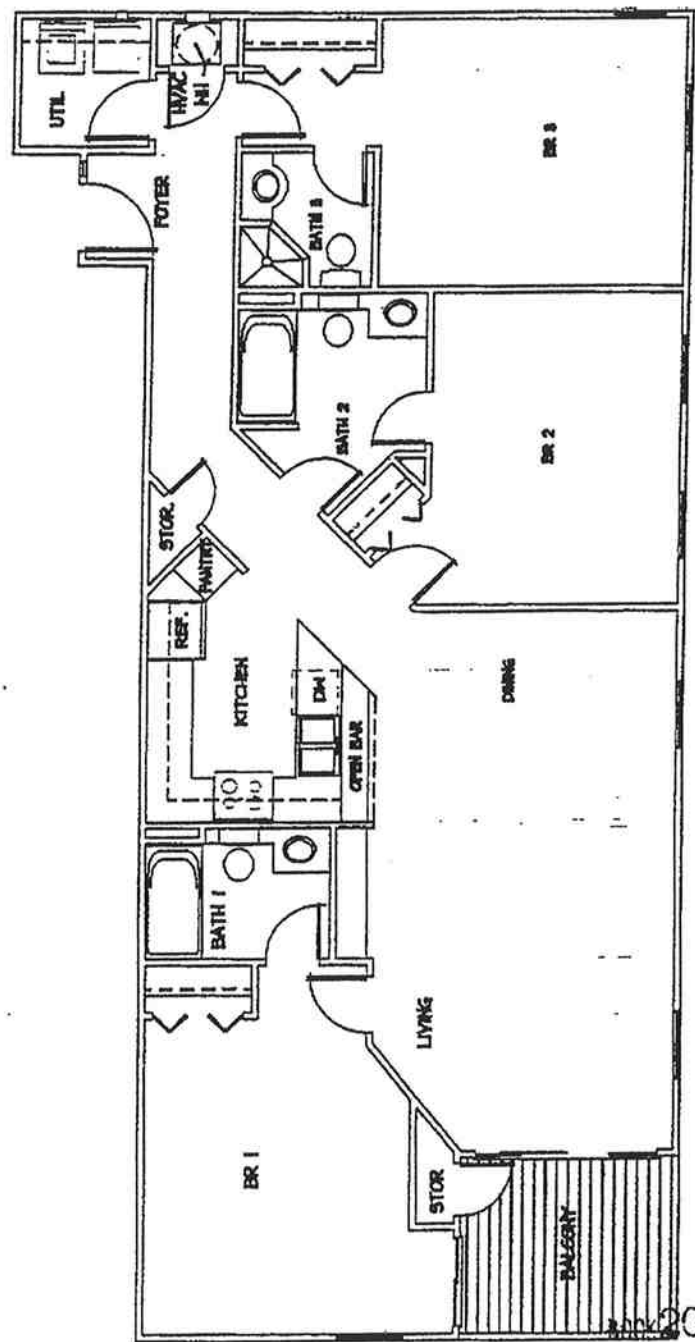
NOT TO SCALE
 FOR INFORMATION ONLY
 CHECK FOR CHANGES
 BEFORE CONSTRUCTION

PROJECT TITLE
 4055 NORTH OZZARD BLVD.
 NORTH WHEEL BEACH, SOUTH CAROLINA

DATE
 SHEET NUMBER

Pearl Pointe
 Condominiums

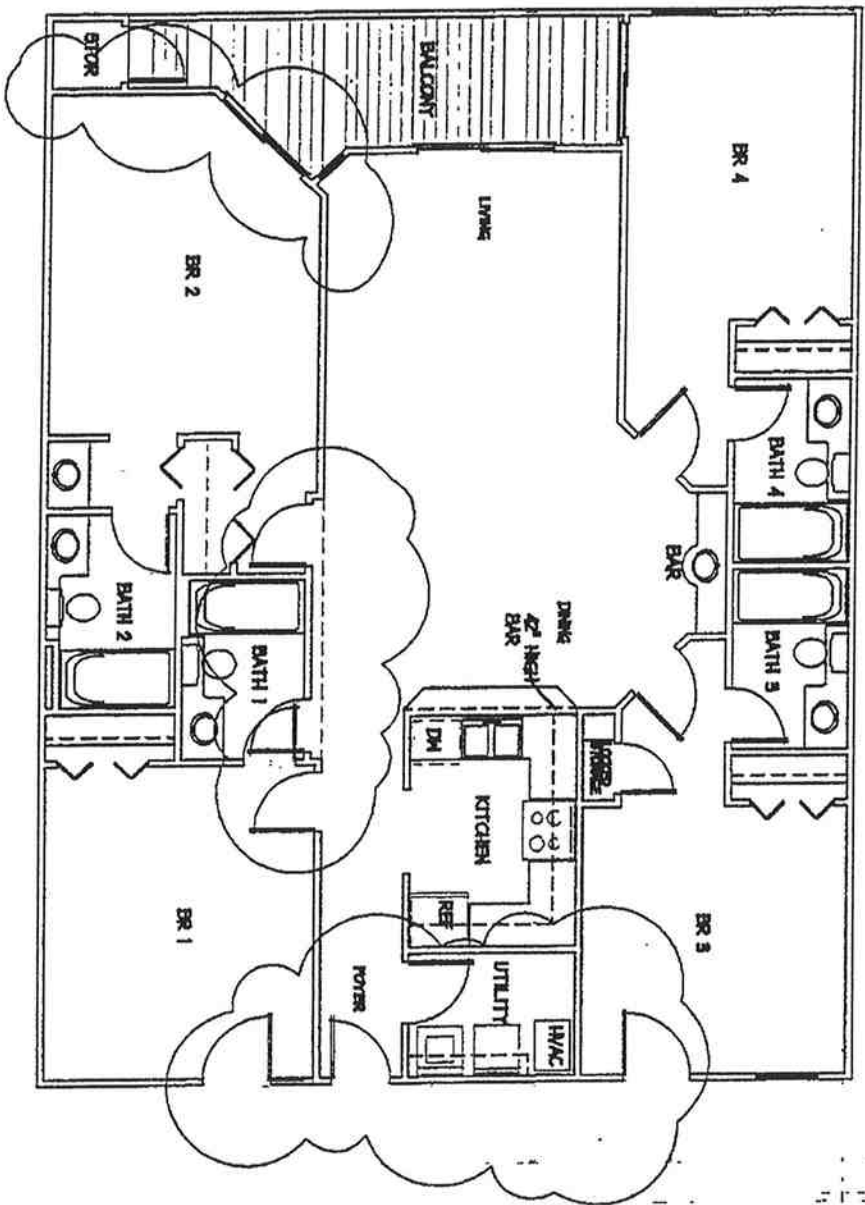
DATE
 SHEET NUMBER



1388 HEATED S.F.
 7 EXTERIOR STORAGE S.F.
 79 BALCONY S.F.

UNIT "A" FLOOR PLAN AS SHOWN
 UNIT "A" OPPOSITE HAND FLOOR PLAN
 SCALE: 1/8"=1'-0"

BOOK 2077 PAGE 1361
 100



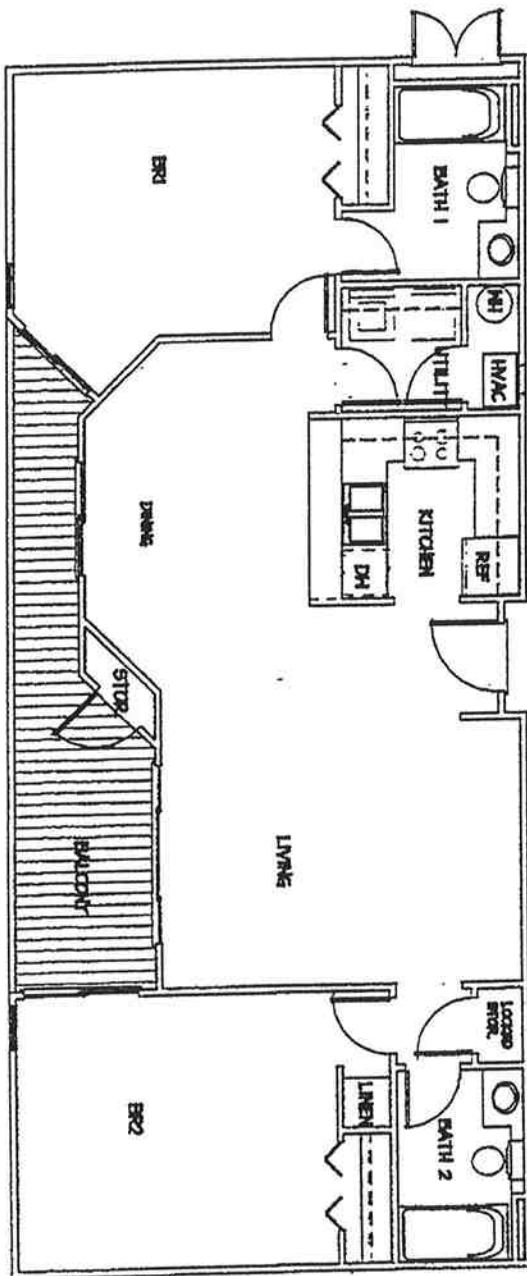
UNIT "B" FLOOR PLAN AS SHOWN
 UNIT "B" OPPOSITE HAND FLOOR PLAN
 SCALE: 1/8"=1'-0"

1595 HEATED S.F.
 12 EXTERIOR STORAGE S.F.
 119 BALCONY S.F.

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	PROJECT NO. E 11000 NORTH OCEAN BLVD. NORTH MYRTLE BEACH, SOUTH CAROLINA	DATE: 11/11/03 DRAWN BY: [Name] CHECKED BY: [Name]	SCALE: 1/8" = 1'-0" UNIT: B		ARCHITECT: [Name] 11000 NORTH OCEAN BLVD. NORTH MYRTLE BEACH, SC 29578
--	--	--	--------------------------------	--	--



UNIT 'C' FLOOR PLAN AS SHOWN
 UNIT 'C' OPPOSITE HAND FLOOR PLAN
 SCALE: 1/8"=1'-0"

1104 HEATED S.F.
 8 EXTERIOR STORAGE S.F.
 70 BALCONY S.F.

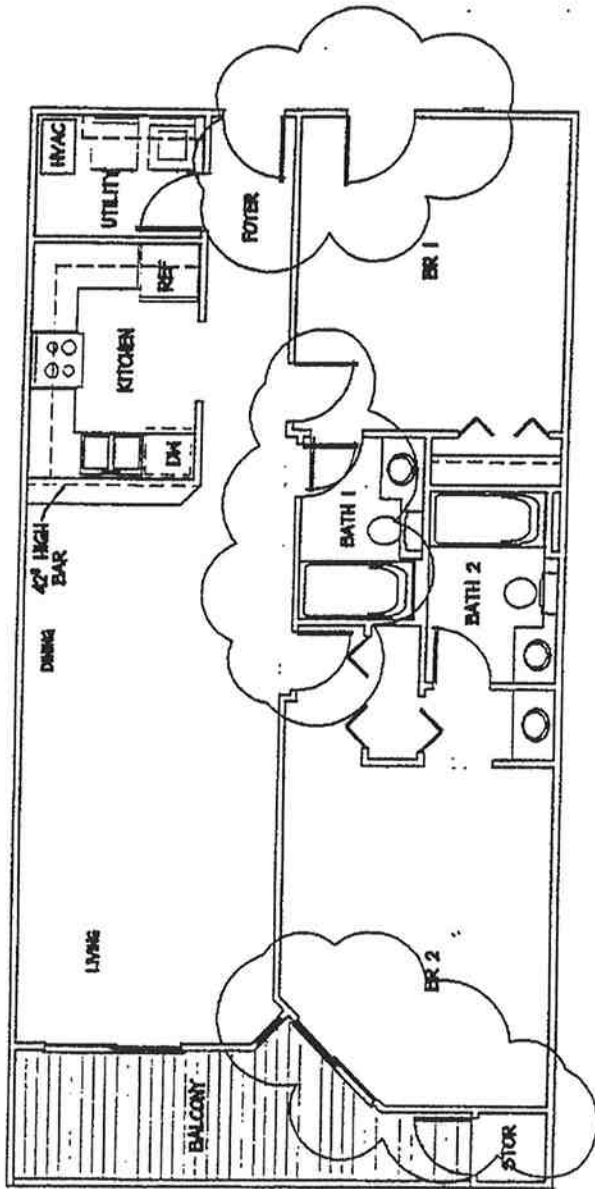
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BOOK 2077

*Ocean Pointe
 Condominium*



UNIT 'C' FLOOR PLAN
 UNIT 'C' OPPOSITE HAND FLOOR PLAN
 SCALE: 1/8"=1'-0"

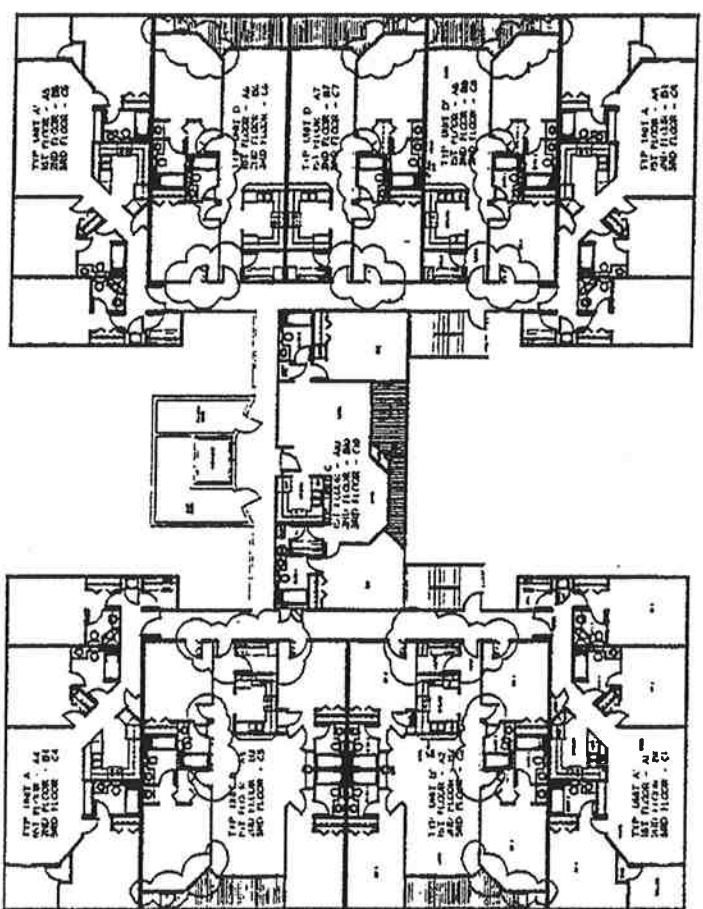


1028 HEATED S.F.
 12 EXTERIOR STORAGE S.F.
 110 BALCONY S.F.

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BOOK 2077 PAGE 1354

UNIT 'D' FLOOR PLAN AS SHOWN
 UNIT 'D' OPPOSITE HAND FLOOR PLAN
 SCALE: 1/8"=1'-0"



1ST, 2ND & 3RD FLOOR PLANS
 SCALE: 1/32" = 1'-0"

EXHIBIT "D"

Table of Values

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EXHIBIT "D"

TO MASTER DEED OF OCEAN POINTE HOMEOWNERS ASSOCIATION, INC.

TABLE OF VALUES

UNIT NUMBER	PERCENTAGE INTERESTS (30 APTS.)	BASIC VALUE
A-1, A-4, A-5, A-9	.032492	115,900.00
B-1, B-4, B-5, B-9	.032772	116,900.00
C-1, C-4, C-5, C-9	.033052	117,900.00
A-2, A-3	.043425	154,900.00
B-2, B-3	.043986	156,900.00
C-2, C-3	.044547	158,900.00
A-10	.028287	100,900.00
B-10	.028567	101,900.00
C-10	.028847	102,900.00
A-6, A-7, A-8	.028287	100,000.00
B-6, B-7, B-8	.028567	101,900.00
C-6, C-7, C-8	.028847	102,900.00

TOTAL BASIC VALUE OF PROPERTY = \$3,567,000.00

HORRY COUNTY ASSESSOR
 NEW PARCEL 145-04-01-255 thru 284
 SPLIT FROM 145-04-01-014
 Map Blk Parcel

10-8-98
te

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BOOK 2077 P.

EXHIBIT "E"

Architect's Certificate

BOOK 2077 PAGE 1370

BOOK 2077

EXHIBIT "E"
TO MASTER DEED OF
OCEAN POINTE HORIZONTAL PROPERTY REGIME
ARCHITECT'S CERTIFICATE

Pursuant to S.C. Code Ann. §27-31-110 (1976), I certify that the Regime plans described in the attached Exhibit(s) and the written description of Residential Units in Ocean Pointe Horizontal Property Regime (situate upon real estate described in Exhibit "A" depict; with reasonable construction tolerance and field conditions, the dimensioned area, layout and location of the units and common elements affording access to each unit. ^{not}

By: *[Signature]*
Its: CEP

Architect's S. C. License No. 1695

Conway, South Carolina
October 5, 1998



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EXHIBIT "F"

Articles of Incorporation

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PLEASE TO BE A TRUE AND CORRECT COPY
OF THE ORIGINAL AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE.

DEC 11 8 1997

STATE OF SOUTH CAROLINA
SECRETARY OF STATE
NONPROFIT CORPORATION
ARTICLES OF INCORPORATION

Jan. Miles
SECRETARY OF STATE
FILED
DEC 1. 8 1997.
AM PM
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Jan. Miles
RETRAY OF STATE OF SOUTH CAROLINA

OCEAN POINTE HOMEOWNERS ASSOCIATION, INC.

1. The name of the nonprofit corporation is: Ocean Pointe Homeowners Association, Inc.

2. The initial registered office of the nonprofit corporation is 625 Sea Mountain Hwy.
Street & Number
North Myrtle Beach Horry S.C. 29582
City County State Zip Code

3. The name of the registered agent of the nonprofit corporation at that office is:
Jeffery M. Bates

4. Check (a), (b), or (c) whichever is applicable. Check only one box.
- a. The nonprofit corporation is a public benefit corporation.
 - b. The nonprofit corporation is a religious corporation.
 - c. The nonprofit corporation is a mutual benefit corporation.

5. Check (a) or (b), whichever is applicable:
- a. This corporation will have members who will vote for the board of directors. See Section 33-31-202(a)5
 - b. This corporation will not have members.

6. The address of the principle office of the nonprofit corporation is 625 Sea Mountain Hwy.
N. Myrtle Beach Horry SC 29582
City County State Zip Code

7. If the corporation is either public benefit or religious, complete either (a) or (b) below.
Do not check both. (This information is required by 33-31-202(a)(6))

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- a. The purposes for which the corporation is organized are exclusively religious, charitable, scientific, literary, and educational which in the meaning of Section 501(c)(3) if the Internal Revenue Code of 1986 or the corresponding provision of any future United States Revenue Law. Notwithstanding any other provision of these articles, this corporation shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue law.
- b. Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be disturbed to the federal government or to a state or local government for a public purpose. Any such asset not so disposed of shall be disposed of by the court of common pleas of the county in which the principal office of the corporation is then located exclusively for such purposes, or to such organization or organizations as said court shall determine, which are organized and operated exclusively for such purposes.
8. If the corporation is a mutual benefit corporation, complete either (a) or (b), whichever is applicable, to describe how the [remaining] assets of the corporation will be distributed upon dissolution.
- a. Upon dissolution of the mutual benefit corporation the [remaining] assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefiting or serving.
- b. Upon dissolution of the mutual benefit corporation the [remaining] assets, consistent with law, shall be distributed to an appropriate public agency to be used for purposes similar to those for which the corporation was created and if refused to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.
9. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows (See 33-31-202(b) through 33-31-202(e), the applicable instructions thereto, and the instructions to this form.
10. The name and address (with zip code) of each incorporator is as follows (only one is required):


Name

Address (with zip code)

Jeffrey M. Bates

625 Sea Mountain Highway, N. Myrtle Beach, SC 29582

11. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles.




Signature of Director (only if named in articles)

Signature of Director (only if named in articles)

Signature of Director (only if named in articles)

12. Each incorporation must sign the articles.



Signature of incorporator

Signature of incorporator

Signature of incorporator

FILING INSTRUCTIONS

1. Must be typewritten or printed.
2. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
3. If space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk which will allow for expansion of space on the form.
4. This form must be accompanied by the filing fee of \$25.000 payable to the Secretary of State.

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EXHIBIT "G"

By-Laws of Association

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EXHIBIT "G"

BY-LAWS OF
OCEAN POINTE HOMEOWNERS ASSOCIATION, INC.

1. IDENTITY

These are the By-laws of Ocean Pointe Homeowners Association, Inc., a corporation created under the laws of the State of South Carolina, which shall be organized for the purposes of administering a condominium established as a Horizontal Property Regime pursuant to the Horizontal Property Act which is Chapter 31 of the 1976 Code of Laws of South Carolina. This Horizontal Property Regime is identified by the name of Ocean Pointe Homeowners Association, Inc. and is located upon the following lands in Horry County, South Carolina.

See EXHIBIT "A" for a complete description of property.

a) The property (the term "property" as used herein, means and includes the land, the buildings, all improvements, and structures thereon) located in Horry County, South Carolina, known as Ocean Pointe Horizontal Property Regime, a Condominium which has been or will be submitted to the provisions of the Horizontal Property Act of South Carolina, any and all of which property shall henceforth be known as Ocean Pointe Horizontal Property Regime (hereinafter referred to as "Regime").

b) The provisions of these By-Laws are applicable to said Condominium, and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions, and authorizations contained in the Articles of Incorporation and which may be contained in the formal Master Deed which will be recorded in the Public Records of Horry County, South Carolina, at the time said property and the improvements now or hereafter situate thereon are submitted to the plan of condominium ownership, the terms and provisions of said Articles of Incorporation and Master Deed to be controlling wherever the same may be in conflict herewith.

c) All present and future owners, tenants, future tenants, or their employees, or any other person that might use said Condominium or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in said Articles of Incorporation and Master Deed.

d) The office of the Association shall be at North Myrtle Beach, South Carolina or such other place as the Board of Directors may designate from time to time.

e) The fiscal year of the Association shall be the calendar year.

f) The seal of the Association shall bear the name of the Association, and the word "South Carolina" the words "Corporation Not for Profit," and the year of incorporation, an impression of which seal is as follows:

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2. MEMBERSHIP, VOTING, QUORUM, PROXIES

a) The members of the Association shall consist of all of the owners, by the records of Horry County, South Carolina, of a Unit in the Regime and after termination of the Regime, shall consist of those who are members at the time of the termination and their successors and assigns.

b) Change of membership in the Association shall be established by recording in the public records of Horry County, South Carolina, a deed or other instrument establishing a record title to a Unit in the Regime and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

c) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his Unit.

d) All owners, by virtue of their ownership of a Unit, are mandatory members of the Association, and shall be entitled to vote on all matters upon which members of the Association are entitled to vote, pursuant to the Articles of Incorporation and in accordance with these By-Laws. Owners shall be entitled to one vote in accordance with their percentage interest in the common elements belonging to their respective Unit.

e) A quorum at members' meetings shall consist of persons entitled to cast a majority (51%) of the votes of the Association. The acts approved by a majority of fifty-one (51%) percent of the votes of the Association at a meeting in which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Horizontal Property Act, the Master Deed, the Articles of Incorporation, or these By-Laws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof, either personally or by proxy, shall constitute the presence of such person for the purpose of determining a quorum.

f) The vote of the owners of a Unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a Certificate signed by all of the owners of the Unit and filed with the Secretary of the Association, and such certificate shall be valid until revoked by subsequent certificate. If such a certificate is not on file the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

g) Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

h) Approval or disapproval of a Unit owners upon any matters, whether or not in the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

i) Except where otherwise required under the provisions of the Articles of Incorporation

of the Association, these By-Laws, the Master Deed, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the Units represented at any duly called members' meeting at which a quorum is present shall be binding upon the members.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

a) The Annual Members' Meeting shall be held at the office of the Association at 10:00 o'clock A.M. E.S.T., on the third Saturday in October of each year for the purpose of electing Directors and of 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 succeeding Saturday.

b) Special Members' Meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such Officers upon receipt of a written request from members of the Association owning a majority of the Units.

c) Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the Association, or other Officer of the Association in absence of said Officers, to each member unless waived in writing, such notice to be written or printed and to state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. 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 the Association, the postage thereon prepaid. Proof of such mailing shall be given by the Affidavit of the person giving the notice. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not been attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Master Deed, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance is greater than a quorum, is present.

d) At meetings of membership, the President, shall preside, or in the absence of him, the membership shall select a chairman.

e) The order of business at Annual Members' Meetings, and, as far as practical, at any other members' meetings, shall be:

- i) Calling of the roll and certifying of proxies
- ii) Proof of notice of meeting or waiver of notice
- iii) Reading of minutes

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- iv) Reports of Committees
- v) Appointment by Chairman of Inspectors of Election
- vi) Election
- vii) Election of Directors
- viii) New business
- ix) Adjournment

4. BOARD OF DIRECTORS

a) The first Board of Directors of the Association and succeeding Boards of Directors shall consist of five (5) persons. At least a majority of the Board of Directors shall be members of the Association, or shall be authorized representatives, officers or employees of a corporate member of the Association. Provided that so long as Ocean Pointe, Inc., hereinafter referred to as "Grantor", is the owner of five (5) or more Units, then Ocean Pointe, Inc. 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. The power of the Grantor to designate Directors as above referred to shall terminate not later than the 31st day of October, 1999.

b) Election of Directors shall be conducted in the following manner:

i) Grantor, shall, at the beginning of the election of the Board of Directors, designate and select that number of the members of the Board of Directors which it should be entitled to designate and select in accordance with the provisions of these By-Laws, and upon such designation and selection by Grantor by written instrument presented to the meeting at which such election is held, said individuals so designated and selected by Grantor shall be deemed and considered for all purposes Directors of the Association, and shall thenceforth perform the offices and duties of such Directors until their successors shall have been selected or elected in accordance with the provision of these By-Laws.

ii) All members of the Board of Directors who Grantor shall not be entitled to designate and select under the terms and provisions of these By-Laws, shall be elected by a plurality of the votes cast at the Annual Meeting of the members of the Association immediately following the designation and selection of the members of the Board of Directors whom Grantor shall be entitled to designate and select.

iii) Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors except that should any vacancy in the Board of Directors be created in any Directorship previously filled by any person designated and selected by Grantor, such vacancy shall be filled by Grantor designating and selecting, by written instrument delivered to any Officer of the Association, the successor Director to fill the vacated Directorship of the unexpired term thereof.

iv) At the first Annual Meeting of the members held after the Master Deed has been recorded in the Public Records of Horry County, South Carolina, the term of office of the two (2) Directors receiving the highest plurality of votes shall be established at two (2) years ,

and the three (3) Directors selected by Grantor shall serve until Grantor no longer has the power, as provided herein, to select members of the Board of Directors. Thereafter, as many Directors of the Association shall be selected at the Annual Meeting as there are regular terms of office of Directors expiring at such time. The term of the Directors so selected at the Annual Meeting of members each year shall be for two (2) years expiring at the second Annual Meeting following their election, and thereafter until their successors are duly elected and qualified or until removed in the manner elsewhere provided or as may be provided by law for the removal of Directors of South Carolina corporations for profit.

v) In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected, provided, however, that no member or owner of any Unit may cast more than one vote for any person nominated as a Director, it being the intent hereof that voting for Directors shall be noncumulative.

vi) In the event that Grantor, in accordance with the privilege granted unto it, selects any person or persons to serve on any Board of Directors of the Association, the said Grantor shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or persons to serve on said Board of Directors. Replacement of any person or persons designated by Grantor to serve on any Board of Directors of the Association shall be made by written instrument shall specify the name or names of the person or persons to be replaced and the name or names of the person or persons designated as successor or successors to the persons so removed from said Board of Directors. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Grantor to any officer of the Association.

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

d) Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived.

e) Special meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of one-third of the votes of the Board. Not less than three (3) days' notice of a meeting shall be given to each Director, personally, or by mail, telephone or facsimile, which notice shall state the time, place and purpose of the meeting.

f) Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

g) A quorum at a Director's meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the

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votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws or the Master Deed. If any Directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, the By-Laws or the Master Deed, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder 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 determine a quorum.

h) The presiding officer of Directors' meeting shall be the President. In the absence of the President, the Directors present shall designate one of their number to preside.

i) Directors' fees, if any, shall be determined by the members.

j) The Board of Directors shall manage and direct the affairs of the Association and subject to any restrictions imposed by law, by the Master Deed, or these By-Laws, may exercise all of the powers of the Association subject only to approval by the co-owners when such is specifically required of these By-Laws. The Board of Directors shall exercise such duties and responsibilities as shall be incumbent upon it by law, the Master Deed or these By-Laws, if it may deem necessary or appropriate in the exercise of its powers and shall include, without limiting the generality of the foregoing, the following:

i) To make, levy and collect assessments against members and members' Units to defray the costs of the common areas and facilities of the Condominium, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association.

ii) The maintenance, repair, replacement, operation surveillance and the management of the common areas and facilities of the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of its members.

iii) The reconstruction of improvements after casualty and the further improvement of the property, real and personal.

iv) To make and amend regulations governing the use of the property, real and personal, in the Condominium project so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Master Deed.

v) To acquire, operate, lease, manage, and otherwise trade and deal with property, real and personal, including Units in the Condominium, as may be necessary or

convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Master Deed.

vi) To contract for the management of the common areas and facilities in the Condominium project and to designate to such contractor all of the powers and duties of the Association, except those which may be required by the Master Deed to have approval of the Board of Directors or membership of the Association.

vii) To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the Association, the Master Deed and the regulations hereinafter promulgated governing use of the property in the Condominium.

viii) To pay all taxes and assessments which are liens against any part of the Condominium other than Units and the appurtenances thereto, and to assess the same against the members and their respective Units subject to such liens.

ix) To carry insurance for the protection of the members and the Association against casualty and liability.

x) To pay all costs of power, water, sewer, and other utility services rendered to the condominium and not billed to the owners of the separate Units; and

xi) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association as well as the dismissal of said personnel.

k) The first Board of Directors of the Association shall be comprised of the five (5) persons designated to act and serve as Directors in the Articles of Incorporation, which said persons shall serve until their successors are elected at the first Annual Meeting of the members of the Association called after the property identified herein has been submitted to the plan of Condominium ownership and the Master Deed has been recorded in the Public Records of Horry County, South Carolina. Should any member of said first Board of Directors be unable to serve for any reason, a majority of the remaining members of the Board of Directors shall have the right to select and designate a party to act and serve as a Director for the unexpired term of said Director who is unable to serve.

(l) The undertakings and contracts authorized by said first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership after the property identified herein has been submitted to the plan of Condominium ownership and said Master Deed has been recorded in the Horry County Public Records, so long as any undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board of Directors of the Association in accordance with all applicable Condominium documents.

(m) Directors may be removed from office in the manner provided by law for the

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removal of directors of South Carolina corporations for profit.

5. ADDITIONAL PROVISIONS ABOUT MEETINGS OF MEMBERS AND DIRECTORS

(a) Notwithstanding anything contained in these By-Laws to the contrary any meeting of members or Directors may be held at any place within or without the State of South Carolina of which notice is given in the notice of any such meeting or notice of which is waived by any person otherwise entitled thereto at, during or after any such meeting.

(b) To the extent now or from time to time hereafter permitted by the law of South Carolina the Directors may take any action which they might take at a meeting of Directors without a meeting, a record of any such action so taken, signed by each Director, to be retained in the Association's Minute Book and given equal dignity by all persons to the minutes of meetings duly called and held.

6. OFFICERS

(a) The executive offices of the Association shall be a President, who shall be a Director, a Vice-President, who shall be a Director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

(b) The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

(c) The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

(d) The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and such other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

(e) The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment roll and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

(f) The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of the Condominium.

7. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Master Deed and Articles of Incorporation shall be supplemented by the following provisions:

(a) The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

(b) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following items:

- i) Common expenses budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of Common Elements, landscaping, street and walkways, office expense, swimming pool, utility services, casualty insurance, liability insurance, administration and reserves (operating and replacement); and
- ii) Proposed assessments against each member.

Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished to each member concerned. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors to at any time in their sole discretion levy an additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

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(c) The Board of Directors shall determine the method of payment of such assessments and the due dates thereof and shall notify the members thereof. The assessments will initially be on a quarterly basis unless changed by a vote of the majority or the Board of Directors.

(d) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

(e) An audit of the accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

(f) Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

8. PARLIAMENTARY RULES

Robert Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of South Carolina.

9. AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

(a) Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon vote of the majority of the Directors, or by members of the Association owning a majority of the total value of the property in the Condominium, whether meeting as members or by instrument in writing signed by them.

(b) Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other Officer of the Association in absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such Officer 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 meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members if required as herein set forth.

(c) In order for such amendment or amendments to become effective, the

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same must be approved by an affirmative vote of the members owning not less than two-thirds of the total value of the property in the Condominium. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Horry County, South Carolina, within (10) days from the date on which any amendment or amendments have been affirmatively approved by the Directors and members.

(d) At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the 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 the Association at or prior to such meeting.

(e) Notwithstanding the foregoing provisions of the Article 9, no amendment to these By-Laws which shall abridge, amend or alter the right of Ocean Pointe Homeowners Association, Inc. to designate and select members of each Board of Directors of the Association, as provided in Article 4 hereof, may be adopted or become effective without the prior written consent of Ocean Point, Inc.

10. CONFLICTS

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

OCEAN POINTE HOMEOWNERS
ASSOCIATION, INC.

By: _____
Secretary

Date: _____

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