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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Mikell R. Scarborough

Case No. 2017-CP-10-03099
Appellate Case No. 2022-001479

Elizabeth Heatley, Neil B. McCann, Jr., David Neil Monk, Thomas V. Bessent, and Mariner's Cay Marina Council of Co-Owners, Inc.,……Respondents,

v.

Mariner's Cay Marina Condo, LLC, Mariner's Cay Fuel Dock, LLC, George A. Farmer., Jr., and South Atlantic Bank, Defendants,

Of which Mariner's Cay Marina Condo, LLC, Mariner's Cay Fuel Dock, LLC, and George A. Farmer., Jr. are the……...Appellants.

RECORD ON APPEAL
VOLUME XIII of XV

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	CASE NO.: 2017-CP-10-3099
Elizabeth Heatley, Neal B. McCann, Jr., David Neil Monk, Thomas V. Bessent, and Mariners Cay Marina Council of Co-Owners, Inc.	)	**NOTICE OF FILING OF PLAINTIFFS' EXHIBITS**
Plaintiffs,	)	
vs.	)	
Mariners Cay Marina Condo, LLC and Mariners Cay Fuel Dock, LLC, George A. Farmer, Jr., and South Atlantic Bank	)	
Defendants	)	

Please take notice that the Plaintiffs hereby file the following:

1. Plaintiffs' Trial Exhibit 1-A;
2. Plaintiffs' Trial Exhibit 1-B;
3. Plaintiffs' Trial Exhibit 1-C.

BARR, UNGER & McINTOSH, LLC

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March 24, 2022

Index: Exhibit Notebook 1

A Master Deed for Mariner's Cay Marina Horizontal Property Regime
Recorded in Book V583 at Page 584 on May 18, 2006

B Amended and Restated Master Deed for Mariner's Cay Marina Horizontal Property Regime
Recorded in Book X618 at Page 603 on March 19, 2007

C First Amendment to Amended and Restated Master Deed for Mariner's Cay Marina Horizontal Property Regime recorded in Book Z661 at Page 509 on June 12, 2008

D Deeds recorded prior to the recording of the Amended and Restated
Master Deed for Mariner's Cay Marina Horizontal Property Regime
Recorded in Book X618 at Page 603 on March 19, 2007

E Master Deed for Mariner's Cay Racquet and Yacht Club a South Carolina Horizontal Property Regime, recorded in Book J128 at Page 300 on May 12, 1982

F Amendment to Master Deed for Mariner's Cay Racquet and Yacht Club a South Carolina Horizontal Property Regime, recorded in Book H131 at Page 292 on April 25, 1983

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1-A

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MASTER DEED FOR MARINER'S CAY MARINA HORIZONTAL PROPERTY REGIME

SUBMERGED LAND NOTICE

ALL ACTIVITIES ON OR OVER AND ALL USES OF THE SUBMERGED LAND SUBJECT TO THIS MASTER DEED ARE SUBJECT TO THE JURISDICTION OF ALL LOCAL, STATE AND FEDERAL AUTHORITIES HAVING JURISDICTION IN REGARD THERETO, INCLUDING, WITHOUT LIMITATION, THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL ANY THE UNITED STATES CORPS OF ENGINEERS. A CO-OWNER IS LIABLE TO THE EXTENT OF HIS OR HER OWNERSHIP FOR ANY DAMAGES TO, ANY INAPPROPRIATE OR UNPERMITTED USES OF, AND ANY DUTIES OR RESPONSIBILITIES CONCERNING AN SUBMERGED LAND, COASTAL WATERS, OR ANY OTHER CRITICAL AREA.

PARTS OF THIS MASTER DEED ARE SUBJECT TO ARBITRATION UNDER SECTION 15-48-10. ET. SEQ. SOUTH CAROLINA CODE OF LAWS 1976, AS AMENDED.

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PARTS OF THIS MASTER DEED ARE SUBJECT TO ARBITRATION UNDER SECTION 15-48-10. ET. SEQ. SOUTH CAROLINA CODE OF LAWS 1976, AS AMENDED.

STATE OF SOUTH CAROLINA	)	**MASTER DEED FOR**
	)	**MARINER'S CAY MARINA**
COUNTY OF CHARLESTON	)	**HORIZONTAL PROPERTY REGIME**

THIS Master Deed made this the 11th day of May, 2006, by Marina at Mariner's Cay, LLC, ("Declarant"), owner and holder of an exclusive easement relating to the use the property described herein, and does hereby declare as follows:

ARTICLE I: SUBMISSION OF PROPERTY

Section 1.1 Declarant submits all of its right, title and interest in and to the Commercial and alienable easements to the Property situated in the City of Folly Beach, Charleston County, South Carolina, described on **Exhibit "A"** attached hereto, including the improvements now or hereafter thereon, to the provisions of the Horizontal Property Act, Section 27-31-10, et seq., of the South Carolina Code of Laws 1976, as amended (the "Act"), the provisions of which, unless expressly provided otherwise herein, are incorporated by reference and form a part of this Master Deed, for the specific purpose of creating and establishing the **MARINER'S CAY MARINA HORIZONTAL PROPERTY REGIME.** Reference is also made to other provisions of this Master Deed and the site, dock plans and elevations attached as **Exhibit "B"** hereto for:(i) a description of the dimensions and location of each "Apartment," as such term is defined in the Act (and such being hereinafter referred to as "Unit"); (ii) the location and approximate dimensions of the Common Elements; and (iii) such other information as is required by the Act.

ARTICLE II: DEFINITIONS

Section 2.1 The following words and phrases shall have the meanings herein ascribed to

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them:

(a) Access / Utility Easement: A non-exclusive easement in perpetuity across and upon designated real property which provides ingress to and egress from the Property to a public highway and also a means of providing utilities to the Property, said easement being in the form of the document attached hereto as **Exhibit "C."**

(b) Act: Section 27-31-10, et seq., of the South Carolina Code of Laws 1976, as amended, and as the same may from time to time be amended and which amendment(s) applies to this Horizontal Property Regime (sometimes hereinafter referred to as the "Regime").

(c) Appurtenant Interest: (i) the undivided interest in the Common Elements and in the Access / Utility Easement appurtenant to a Unit; (ii) the interest of a Co-Owner in any Unit acquired by the Council of Co-Owners or the proceeds of the sale or lease thereof, if any; and (iii) the interest of a Co-Owner in any other right, right of membership, claim, cause of action or asset of the Regime or the Council of Co-Owners.

(d) Board of Directors: The Board of Directors of the Council of Co-Owners, consisting of natural persons elected by the Co-Owners to direct the operation of the Regime. During the "Declarant Control Period," Declarant shall have the power to elect the Board of Directors.

(e) Common Charges: The charges assessed against Units for their share of Common Expenses.

(f) Common Elements: The Property subjected to this Master Deed, save and excepting the Units. The Common Elements shall also include (i) easements through the Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the Units and the Common Elements; (ii) an easement of support in every portion of a Unit which contributes to the support of the Dock System; (iii) easements through the Units and the Common Elements for utilities, drainage, maintenance, repair and replacement of the Units and the Common Elements; and (iv) riparian rights arising from or attendant to the Property which are not part of a Unit.

(g) Common Expenses and Reserves: (i) Expenses of administration and or maintenance, repair or replacement of the Common Elements; (ii) expenses declared to be Common Expenses by the Condominium Instruments or by the Act; (iii) special assessments and expenses agreed upon as Common Expenses by Board of Directors on behalf of the Council of Co-Owners; and (iv) reasonable reserves provided for in the Condominium Instruments or agreed upon by the Board of Directors, including,

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but not limited to, repair, replacement or addition to the Common Elements or any other property acquired or held by the Council of Co-Owners. Assessments for dredging all Units and surrounding and adjacent waters, as necessary and as may be permitted by the local, state or federal government authority having jurisdiction, shall be Common Expenses.

(h) Common Profits: The balance of all income, rent, profits, and revenues from Common Charges remaining after the deduction of Common Expenses.

(i) Condominium or Regime: The Property hereby submitted to the Act by the recordation of the Condominium Instruments.

(g) Condominium Instruments: This Master Deed, the By-Laws and any other instrument recorded pursuant to the provisions of the Act. Any exhibit, schedule or certification accompanying a Condominium Instrument and recorded simultaneously therewith shall be deemed an integral part of that Condominium Instrument. To the extent permitted by law, an amendment to or certificate of any Condominium Instrument shall, from the time of the recordation or filing or such amendment or certification, be deemed an integral part of the affected Condominium Instrument, whether or not such amendment or certification was made in accordance with the Act.

(k) Co-Owner: The Person or Persons owning a Unit (including Declarant) and the attendant undivided interest in Common Elements specified and established in this Master Deed, and the heirs, executors, successors and assigns of such Person or Persons.

(l) Council of Co-Owners: The Mariner's Cay Marina Council of Co-Owners, Inc., a non-profit corporation to be organized under the laws of South Carolina, consisting of the Co-Owners acting as a group in accordance with the Condominium Instruments.

(m) Declarant and Successor Declarant: Marina at Mariner's Cay, LLC., a South Carolina limited liability company, or any Successor Declarant, which is defined to mean any assignee or transferee of Declarant, whether voluntary or involuntary.

(n) Declarant Control Period: That period of time during which Declarant has the right to appoint and remove any member or members of the Board of Directors of the Association in accordance with Section 12.3 hereof.

(o) Dock or Dock System: The system of docks, pilings, ramps, and walkways shown on the site and dock plans attached hereto as Exhibit "B."

(p) Dock Unit or Unit: Each separately delineated place, defined by the Usable Moorage

Length and Usable Moorage Width as shown on the site and dock plans attached hereto as Exhibit "B," constituting a slip for moorage of vessels, located adjacent to, and including a specified part of, the Dock System, intended for any type of independent use, and with a direct exit to the Common Elements which, by and through a non-exclusive easement in perpetuity, leads to a public highway, together with the Appurtenant Interest appertaining to such Unit. Each Unit shall include the exterior vertical surface of the adjacent Dock and an exclusive Moorage Easement with respect to the adjoining one-half of the exterior horizontal surface of the adjacent Dock and the adjacent waters within the boundaries of the Unit (to the natural depth), and all cleats, electrical switches, wiring, pipes, ducts, conduits, and television, telephone, and electrical receptacles and boxes serving that Unit exclusively, the surfaces of the foregoing being the boundaries of such Unit, whether or not such spaces are contiguous. Excluded from a Unit, however, are all chutes, pipes, flues, ducts, wires, conduits and other facilities ruing through the Dock System for the purpose of furnishing utility or similar services to the other Units or the Common Elements. The term Unit as used herein shall also include the Commercial Unit as described in Section 6.1.

(q) Improvements: Any construction included in the Regime.

(r) Majority or Majority of Co-Owners: The owners of at least fifty-one percent (51 %) of the total voting power in the Council of Co-Owners. The voting power of each Co-Owner shall be equal to the percentage interest in the Common Elements shown on the Percentage Interests attached hereto as Exhibit "D," Any specified percentage, portion or fraction of Co-Owners, or of mortgagees, unless otherwise stated in the Condominium Instruments, means such percentage, portion or fraction in the aggregate of such voting power. During the Declarant Control Period, Declarant shall have the majority voting power in the Council of Co-Owners. Subject to permitting, Declarant has the right to subject additional property to the terms of this Master Deed in Stage 2 consisting in the aggregate of no more than 20 additional Units, 40 feet in length each, and when such additional property is added the voting power of each Co-Owner will be affected in the manner hereinafter set forth in Article V.

(s) Manager: A person or entity engaged to perform management services for the Regime and the Council of Co-Owners.

(t) Master Deed: This document and all exhibits attached hereto.

(u) Moorage Easement: An exclusive easement appurtenant, which is a part of each Unit, in favor of each Co-Owner which grants to such Co-Owner the exclusive right to use the adjoining one-half of the exterior horizontal surface of the adjacent Dock, for the length of the Unit along such Dock, for moorage, storage and tying off of vessels, the exclusive right (as to the Association and other Unit Owners) to the riparian use of

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the waters adjacent to such Dock within the space designated as part of such Unit, and generally all other uses which will not obstruct free walking access (including portage) of other Unit Owners and their guests and invitees.

(v) Notice and Comment: The right of a Co-Owner to receive notice of action proposed to be taken by or on behalf of the Council of Co-Owners, and the right to comment thereon.

(w) Notice and Hearing: The right of a Co-Owner to receive notice of action proposed to be taken by or on behalf of the Council of Co-Owners, and the right to be heard thereon.

(x) Person: An individual, corporation, Council of Co-Owners, trustee or other entity capable of holding an interest in property.

(y) Parking Area: Parking as described in easement provided in Article VII, Section 7.2, Paragraph (g).

(z) Property: The property described on the attached Exhibit "A," which is hereby submitted to the provisions of the Condominium Act by this Master Deed. Declarant has the right to subject additional property to the terms of this Master Deed as hereinafter provided in Article V.

(aa) Regulations: Regulations for the use of the Units and the Common Elements and for the conduct of Persons within the Regime, promulgated by the Board of Directors.

(bb) Trustee: The entity, if any, designated by the Board of Directors as the Trustee for the receipt, administration and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses and like sources.

(cc) Unit: Means each Dock Unit. As used herein, the word "Unit" is in strict adherence with the term "Apartment" as defined in the Horizontal Property Act, Section 27-31 -20, South Carolina Code of Laws, 1976, as amended.

(dd) Usable Moorage Length: The amount of a Unit's linear footage along an adjacent Dock and available for the moorage of vessels. The Usable Moorage Length for each Unit is depicted on Exhibit "B."

(ee) Usable Moorage Width: The amount of a Unit's linear footage lying perpendicular to an adjacent Dock and available for the moorage of vessels. The Usable Moorage Width for each Unit is depicted on Exhibit "B."

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ARTICLE III: NAME OF REGIME

Section 3.1 The name of the Regime is **MARINER'S CAY MARINA HORIZONTAL PROPERTY REGIME.**

ARTICLE IV: DESCRIPTION OF THE PROPERTY

Section 4.1 The property subjected to the Master Deed is described on Exhibit "A" attached hereto. As hereinafter set forth in Article V, Declarant has the right to add additional property to the terms of the Master Deed.

ARTICLE V: DESCRIPTION OF MARINA DOCKS AND COMMERCIAL UNITS

Section 5.1 Initially. Included within the Property subjected to this Master Deed is a Dock System consisting 90 Dock Units, as dimensions shown on Exhibit "B" stated hereinbelow, situated within the Folly River in the City of Folly Beach, Charleston County, South Carolina, said Units shown as abutting the Docks designated on Exhibit "B", as **Dock A, Dock B, Dock C, Dock D, Dock E, Dock F and Two Story Frame Wood Frame Structure on Timber Piles commonly known as the Ship Store, Containing Commercial Unit No. 1-A on the first floor, Commercial Unit No. 1-B on the second floor, and Commercial Unit No. 2 which are part of Dock Units B-21 and B-22,** and with each Dock containing the following number of Units:

DOCK UNITS

"A" Dock: A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15, A-16

"B" Dock: B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13, B-14, B-15, B-16, B-17, B-18, B-19, B-20
Dock Units B-21 and B-22 form Commercial Unit No. 2

"C" Dock: C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-9, C-10, C-11, C-12, C-12, C-14, C-15, C-16, C-17, C-18, C-19, C-20, C-22

"D" Dock: D-1, D-2, D-3, D-4, D-5, D-6, D-7, D-8, D-9, D-10, D-11, D-12, D-12, D-14, D-15, D-16, D-17, D-18, D-19

"E" Dock: E-1, E-2, E-3, E-4

"F" Dock: F-1, F-2, F-3, F-4, F-5, F-6, F-7

Section 5.2 Subsequent Stages. Declarant proposes to develop the Regime in two (2) stages, with the first stage being set forth in Section 5.1 above. Declarant hereinafter has the right, but not the obligation, to subject additional property to this Master Deed, subject to the following restrictions:

(a) The maximum number of Units in the second stage of development is twenty (20) Units, each 40 feet in length ("Stage 2").

(b) The time by which Declarant may submit the additional stage to this Master Deed is not to exceed twenty (20) years from the date this Master Deed is recorded.

(c) The nature and proposed use of any additional Common Elements will be the same as those in this Master Deed and such Common Elements will not substantially increase the proportionate amount of the Common Expenses payable by existing Unit owners.

(d) Declarant shall have the right, but not the obligation, and without the necessity of the consent of the Council of Co-Owners or any Co-Owner, to bring within the plan and operation of the Master Deed the referenced additional properties by means of a Supplemental Master Deed, which shall describe the property to be annexed and shall state that it is being made pursuant to Article V of the Master Deed for the purpose of annexation and that the jurisdiction of the Master Deed and of the Council of Co-Owners shall extend to and cover the properties to be annexed.

The final location of the second stage Units may change based on final permitting requirements of the South Carolina Office of Coastal and Resource Management and the U.S. Corps of Engineers. At such time as the permitting issues are final, Declarant reserves the right to amend this Master Deed for the purpose of showing, describing and adding the Units in Stage 2 to this Master Deed.

Upon recordation of the Supplemental Master Deed, the owners of the property annexed shall have a right and easement of enjoyment in and to the Common Elements, shall incur an obligation of assessments for Common Expenses for the cost of acquisition, improvement, operation and maintenance of the Common Elements, and in all ways the owner of the properties annexed shall become an Owner and member of the Council of Co-Owners upon becoming the record title holder of fee simple title in and to any Unit.

Section 5.3 Reconstruction. Declarant shall have the right to rebuild the dock units as shown on Exhibit "B". During the period of reconstruction, Declarant reserves the right to assign any current dock owner the use of another dock unit on a temporary basis. Declarant's assignment of the current dock owner's use shall be at the sole discretion of the Declarant.

Upon completion of the reconstruction, Declarant shall provide the new Dock Plan for an

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amendment to Master Deed showing any changes in the original Dock Plan shown in Exhibit "B".

Section 5.4 Effect of Annexation on Percentage Interests. The voting power of each Co-Owner is equal to the percentage interest in the Common Elements shown on the Percentage Interests attached hereto as Exhibit "D," and if Declarant elects to subject an additional 20 Units to the Master Deed, thereby increasing the total Percentage Interests, the voting power of each Co-Owner will be affected. Included on the schedule attached hereto as Exhibit "D" is a chart showing the percentage interest of each original Co-Owner at stage two of development if Declarant elects to proceed with this second stage. If Declarant adds less than 20 Units to the Regime, a new Exhibit "D" will be attached to a Supplemental Master Deed showing the Percentage Interests based on the number of Units added to the Regime.

ARTICLE VI: DESCRIPTION OF UNITS

Section 6.1 Units. The Units consist generally of dock slips of generally uniform lengths and widths extending from the docks labeled A, B, C, D, E and F as are more particularly depicted on the site and dock plans attached as Exhibit "B". In addition to the Units are the Commercial Unit No. 1-A and No. 1-B, located in the building known as Ships Store and Commercial Unit No. 2, which is the fuel dock located at the end of the "B" dock. An easement for ingress and egress to the Docks is reserved across the tract upon with the Two Story Frame Wood Structure on Timber Piles is located. This easement is described on Exhibit "B" and described in Exhibit "C" from each dock unit to the Asphalt Parking Area on the north side of the Ships Store lot and thence to the public highway known as Folly Road.

ARTICLE VII: DESCRIPTION OF COMMON ELEMENTS

Section 7.1 Common Elements. The Common Elements are as follows:

(a) The Property, excluding the limited common elements and the Units, and including, but not limited to the rights for use of land (highground) to which the floating dock system is affixed, the mooring and floating dock pilings, finger piers (slip fingers) separating units, stairway, gangplank, common walkways and ramps, fixed pier, decking, handrails, floating dock, ramp gate, pontoons, dock cleats, power posts and power substations, mechanical and equipment area, fish cleaning tables, benches, trash disposal area. hoses and hose storage areas, pipes, wires, conduits, and public utility lines located within the Property other than within the Unit boundary.

(b) All navigational lights, installations outside of the Units such as service pedestals (power poles) for services such as power, light, water and other similar utilities.

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(c) Such easements through the Units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the Units, general common elements and limited common elements and easements for access, maintenance, repair, reconstruction or replacement of structural members, equipment, installations and appurtenances, and for all other services necessary or convenient to the existence, maintenance, safety and use of the Property, whether or not such easements are erected during construction of the condominium property or during reconstruction of all or any part thereof.

(d) All areas not designated as a limited common element and not described as lying within the boundary of a Unit as described herein, and all other elements of the Property constructed or to be constructed on the Property, necessary for common use or to the existence, upkeep and safety of the Property and in general all other devices or installations existing for common use.

(e) The following common elements as shown on Exhibit "B":

(i) The Wooden Floating Dock;
(ii) Wood Fixed Piers; and
(iii) Aluminum Gangway
(iv) 13' Wide Ingress-Egress Easement
NOTE: COMMERCIAL UNITS NO 1-A AND 1-B AND COMMERCIAL UNIT NO. 2 ARE COMMON ELEMENTS OR LIMITED COMMON ELEMENT.

These common elements shown in Paragraph (e) shall be assigned or conveyed to the Mariner's Cay Marina Council of Co-Owners, Inc. by Declarant.

(f) The perpetual, non-exclusive, common and transferrable commercial easement appendant and appurtenant to Ship Store described hereinabove upon and through all those certain roads, ways and parking areas between the Ship Store and Folly Road Access easement as more fully described in that certain Easement by and between Mariner's Cay Racquet & Yacht Club Homeowner's Association, Inc. and Mariner's Cay Marina, Inc. dated March 18, 2002, and recorded in the Office of the RMC for Charleston County in Book Y-402 at page 125 on April 11, 2002; as amended by First Amended Easement dated June 19, 2003, and recorded in the Office of the RMC for Charleston County in Book H-455 at 473 on June 30, 2003.

(g) All parking space rights as described in that certain Agreement between Mariner's Cay Racquet and Yacht Club Homeowners Association, Inc. and Mariner's Cay Marina, Inc. dated March 16, 2002, and recorded in the Office of the RMC for Charleston County in Book Y-402 at page 129 on April 11, 2002.

Section 7.2 Limited Common Elements. The Limited Common Elements are those areas which are reserved for the exclusive use of a Unit to which they are adjacent to the exclusion of other Units.

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Section 7.3 Access / Utility Easements The Council of Co-Owners and each owner of a Dock Unit shall have a non-exclusive easement for ingress and egress along the 13' wide ingress-egress easement beside the Two Story Frame Wood Frame Structure on Timber Piles, known as the Ship's Store or Commercial Unit No. 1-A, No. 1-B and No. 2. These non-exclusive easement areas are shown on Exhibit "B" described and shown along the Wooden Fixed Pier and the Aluminum Gangway to the Wooden Floating Dock System. The Access / Utility Easements shall be more fully described attached hereto as Exhibit "C".

Section 7.4 Warranty. For a period of one (1) year from the date of issuance of the certificate of occupancy by the City of Folly Beach, or the date of initial conveyance of a unit by the Declarant for each phase of the project, whichever occurs first, Declarant or its contractor will, at no cost to the Association or an unit owner in that particular stage, repair or replace any portion of the common elements and limited common elements which are defective as to material or workmanship, except fixtures, accessories, or any other items covered by a warranty of manufacturers and dealers. The liability of the Declarant is expressly limited to such repairs or replacement and Declarant makes no other warrantees expressed or implied, (including, but not limited to, no warranty of habitability nor fitness for purpose) other than any warranty of title contained herein.

ARTICLE VIII: BASIC VALUE OF UNITS

Section 8.1 Basic Value of Units. The basic values of the Units, set for the sole purpose of complying with Section 27-31-60 of the Act, and being established irrespective of the Units' actual value, are shown on the Schedule of Values attached as Exhibit "D," said basic value being computed at the rate of Eleven and 1112/100 ($11.112) Dollars for each Unit. As provided above in Article V, Declarant has the right to subject additional property to the terms of this Master Deed, and as such additional property is added, they shall be assigned basic values in the same manner.

ARTICLE IX: PERCENTAGE INTEREST

Section 9.1 Percentage Interest. The percentage interest appertaining to the Units are equivalent to the basic values of the Units, and the percentage interests appurtenant to each Unit, for each of the two stages of development of the Regime, are set forth on the schedule attached hereto as Exhibit "D."

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ARTICLE X: UNIT OWNER'S RIGHTS AND OBLIGATIONS

Section 10.1 Co-Owner's Use Rights. Subject to this Master Deed and the By-Laws, a Co-Owner shall have: (i) an undivided ownership interest according to the Unit's percentage interest in the Common Elements; and (ii) the exclusive right to use his Unit, including the Moorage Easement appurtenant to the Unit. The ownership of a Unit may not be subdivided for the purpose of, or with the result of, creating integrated or horizontal ownership, whether by forming a corporation, partnership or limited liability company, by time-sharing or leasing, or otherwise, provided nothing herein contained is intended to prevent ownership of a Unit by an entity with five or less individual owners, members or shareholders.

Section 10.2 Compliance with Rules, Regulations, Enforcement. Each Co-Owner shall comply strictly with the By-Laws and with the administrative rules and regulations adopted pursuant thereto and with the covenants, conditions and restrictions contained in this Master Deed and the deed to the Unit. Each Co-Owner shall have a right of action against other Co-Owners and/or the Council of Co-Owners to enforce compliance by either or both of them with the By-Laws and the applicable rules, regulations, and restrictions promulgated by local, state and federal government authorities having jurisdiction, including, without limitation, the South Carolina Office of Coastal Resource Management of the South Carolina Department of Health and Environmental Control and the United States Corps of Engineers.

Section 10.3 Common Expense Liability. Subject to Section 10.11 below, the Co-Owners are bound to contribute toward the expenses of the Regime and the maintenance and repair of the Common Elements and for other expenses incurred by the Council of Co-Owners. These Common Expenses shall be paid by assessments against the Co-Owners in proportion to their percentage interests in the Common Elements. On an annual basis, commencing at the annual meeting to be held in 2007, the Board of Directors shall establish the Council of Co-Owners' budget as provided in the By-Laws. The Initial Estimated Budget is attached hereto as Exhibit "E," and the initial annual assessment for each Unit shall be $1200, and shall be paid in equal quarterly installments. The quarterly installments shall be paid in full within 1 0 days of the beginning of each calendar quarter, and shall be subject to a ten (10%) percent late charge if not timely paid.

Section 10.4 Purpose of Assessments. The Council of Co-Owners shall have the power to levy assessments as provided herein and in the Act. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the health, safety, welfare, common benefit, and enjoyment of the Co-Owners and Occupants of Units in the Condominium as may be more specifically authorized from time to time by the Board of Directors.

Section 10.5 Creation of the Lien and Personal Obligation For Assessments. Each Co-Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Council of Co-Owners: (i) quarterly assessments and charges; (ii) special assessments; and (iii) specific assessments, all as herein provided. All such

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assessments, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, and if the Board of Directors so elects, in the maximum amount permitted by the Act, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each assessment is made. Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as Mortgages are foreclosed under South Carolina law. Such amounts shall also be the personal obligation of each person who was the Co-Owner of such Unit at the time when the assessment fell due and may be collected in the same manner as other debts or liens are collected under South Carolina law. Each Co-Owner and each successor-in-title to the Unit shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors; unless otherwise provided, the annual assessments shall be paid in equal monthly installments due on the first day of each calendar month. No Owner may exempt such Owner from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, non-use of the Common Elements, the Council of Co-Owners's failure to perform its obligations required under this Master Deed, or inconvenience or discomfort arising from the Council of Co-Owners' performance of its duties. The lien provided for herein shall have priority as provided in the Act.

Section 10.6 Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent and the Co-Owner shall be in default.

(a) If any monthly installment of annual assessments or any part thereof is not paid in full when due or if any other charge is not paid when due, a late charge equal to the greater of ten dollars ($10.00) or ten percent (10%) of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner and interest at the highest rate as permitted by the Act and adopted by resolution of the Board of Directors shall accrue from the due date.

(b) If part payment of assessments and related charges is made, the amount received shall be applied in the following order, and no restrictive language on any check or draft shall be effective to change the order of application: (i) respectively, to any unpaid late charges, interest charges, and specific assessments (including, but not limited to, fines) in the order of their coming due; (ii) to costs of collection, including reasonable attorney's fees actually incurred by the Council of Co-Owners; and (iii) to any unpaid installments of the annual assessment or special assessments in the order of their coming due.

(c) If assessments, fines or other charges or any part thereof due from a Co-Owner are not paid when due, a notice of delinquency may be given to that Co-Owner stating

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that if the assessment, fine or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board of Directors may accelerate and declare immediately due all of that Co-Owner's unpaid installments of the annual assessment and of any special assessment. If a Co-Owner fails to pay all assessments and related charges currently due within ten (10) days of the date of the notice of delinquency, the Board of Directors may then accelerate and declare immediately due all installments of the annual assessment and of any special assessment, without any further notice being given to the delinquent Co-Owner. Upon acceleration, that Co-Owner shall thereby lose the privilege of paying the annual assessment in monthly installments for that fiscal year.

(d) If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Council of Co-Owners, acting through the Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of the Master Deed, the By-Laws, the Act and South Carolina law and suspend the Co-Owner's and/or Occupant's right to vote and/or to use the Common Elements; provided, however, the Board of Directors may not limit ingress or egress to or from the Unit.

Section 10.7 Computation of Operating Budget and Assessment. It shall be the duty of the Board, prior to the beginning of each fiscal year, to prepare a budget covering the estimated costs of operating the Condominium during the coming year. The Board shall cause the budget and notice of the assessments to be levied against each Unit for the following year to be delivered to each member at least thirty (30) days prior to the end of the Council of Co-Owners' s fiscal year. The budget and the assessment shall become effective unless disapproved at a duly called and constituted meeting of the Council of Co-Owners by a vote of at least fifty-one (51%) of the total eligible voting power of the Council of Co-Owners and the Declarant (so long as the Declarant owns any portion of the Condominium); provided, however, if a quorum is not obtained at such meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at the meeting.

Notwithstanding the foregoing, in the event that the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. In such case, the Board may propose a new budget at any time during the year at a special meeting of the Council of Co-Owners. The proposed budget and assessment shall be delivered to the members at least thirty (30) days prior to the proposed effective date thereof and at least seven (7) days prior to the special meeting. The approval procedure set forth above for budgets considered at annual meetings shall also apply to budgets considered at special meetings.

Section 10.8 Special Assessments. In addition to the annual assessment provided for in Section 10.6 above, the Board of Directors may, at any time, and in addition to any other rights it may have, levy a special assessment against all Co-Owners as, in its discretion, it shall deem appropriate. Notice of any such special assessment shall be sent to all Co-Owners prior to becoming effective. Notwithstanding the above, for so long as the Declarant owns any portion of the Condominium, all special assessments must be consented to by the Declarant prior to becoming effective, excepting the fourteen (14%) percent parking lot maintenance assessment that shall be assessed pursuant the Agreement between Mariner's Cay Racquet and Yacht Club Homeowners Association, Inc. and Mariner's Cay Marina, Inc. dated March 16, 2002, and recorded in the Office of the RMC for Charleston County in Book Y-402 at page 129 on April 11. 2002 as set forth in Article VII: Description of Common Elements Section 7.1 (f), which the total assessment shall be evenly assessed to each dock owner and a special assessment sent to said dock owner for his/her/its pro-rata share.

Section 10.9 Specific Assessments. The Board shall have the power to specifically assess expenses of the Council of Co-Owners against Units (a) receiving benefits, items, or services not provided to all Units within the Condominium that are incurred upon request of the Owner of a Unit for specific items or services relating to the Unit or (b) that are incurred as a consequence of the conduct of less than all Owners, their licensees, invitees, or guests. The Council of Co-Owners may also levy or specifically assess any Unit to reimburse the Council of Co-Owners for costs incurred in bringing the Unit into compliance with the provisions of the Master Deed, any applicable Supplemental Master Deed, the Articles, the By-Laws, and rules, provided the Board gives prior notice to the Unit Owner and an opportunity for a hearing.

Section 10.10 Capital Budget and Contribution. The Board shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Council of Co-Owners, as shown on the capital budget. The capital contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided in Section 10.7 of this Article. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget.

Notwithstanding any other provisions of this Master Deed, during the time in which the Declarant appoints the directors and officers pursuant to Article 3, Section 3.4 of the By-Laws, the Declarant (a) may collect a non-refundable contribution to the capital fund of the Council of Co-Owners from the initial purchaser of each Unit in the amount of two (2) months of the general assessments (in addition to those amounts set forth in Section 10.13), and (b) shall not be required to prepare a capital budget, set any other capital contribution, or otherwise collect amounts for capital reserves. Any capital contribution collected by the Declarant shall not be collected against a Mortgagee which takes title to a Unit pursuant to foreclosure.

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Section 10.11 Date of Commencement of Assessments. The obligation to pay assessments shall commence as to a Unit on the date on which such Unit is conveyed to a Person other than the Declarant. The first annual assessment levied on each Unit shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Unit.

Section 10.12 Statement of Account. Any Co-Owner, Mortgagee, or a Person having executed a contract for the purchase of a Unit, or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Unit. The Association shall respond in writing within ten (10) days of receipt of the request for a statement; provided, however, the Association may require the payment of a reasonable fee as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Unit as of the date specified therein.

Section 10.13 Capitalization of Association. Upon acquisition of record title to a Unit by the first Co-Owner thereof other than the Declarant, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to two (2) months of the general assessments. This amount shall be in addition to, not in lieu of, the quarterly installment of assessments and shall not be considered an advance payment of such installment. The Association may use the funds to cover operating expenses and other expenses incurred by the Association pursuant to this Master Deed and the By-Laws. The working capital contribution set forth herein is in addition to the required capital contribution set forth in Section 10.9 of this Article.

Section 10.14 Dredging Assessments. As part of its budget, the Board of Directors shall assess and collect funds from the Co-Owners necessary to properly dredge any portions of the Property in order to provide for the safe passage of vessels owned by the Co-Owners. If the depth of the Property or any portions thereof is determined by the Board of Directors to be less than necessary for use by the Co-Owners, and if such is approved by the local, state and federal agencies having jurisdiction, then the Council of Co-Owners may take the necessary steps to dredge and such shall be a Common Expense.

Section 10.15 Transfer Fee. Except for the initial sale of Units by Declarant, a transfer fee in the amount of one (1.00%) percent of the gross sales price for a Unit shall be paid to the Council of Co-Owners at the time of closing. No subsequent purchaser shall have a right of use or occupancy of a dock unit until transfer fee is paid.

Section 10.16 Voting Rights. In all matters on which the Council of Co-Owners takes action pursuant to its By-Laws, each Co-Owner shall have a vote equal to his percentage interest; provided, however, that during the Declarant Control Period, Declarant shall have full and complete control of the Council of Co-Owners' decisions; and provided further, however, that if a Unit owner has not paid the assessment applicable to his Unit within the 15-day time provided for payment of the same, then he shall have no voting rights until such time as the obligations, together with the late charge and any applicable costs of collection, have been paid in full.

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Section 10.17 Easements Appurtenant to Unit Ownership.

(a) Each Co-Owner shall have an Appurtenant easement in common with the other Co-Owners to use all pipes, wires, ducts, cables, conduits, utility lines, columns, supporting and sheltering structural members, and other like facilities located in any of the other Units or in the Common Elements and serving each Unit. Each Unit and the Common Elements shall be subject to an Appurtenant easement in favor of the other Unit owners to use the pipes, ducts, cables, wires, conduits, utility lines and other facilities serving other Units or the Common Elements and located in each such Unit.

(b) Each Unit shall be subject to and shall have such Appurtenant easements of support from and over such other Units and the Common Elements as may be necessary for the quiet enjoyment of such Unit.

ARTICLE XI: COUNCIL OF CO-OWNERS

Section 11.1 Name. The name of the Council of Co-Owners shall be Mariner's Cay Marina Council of Co-Owners, Inc. It shall be a non-profit corporation organized under the laws of South Carolina. The Regime shall be administered, supervised and managed by the Council of Co-Owners, which shall have its initial principal Office 125 Leader Drive, Piedmont, SC 29673, and which shall act by and on behalf of the Co-Owners of the Units in the Regime in accordance with this Instrument, the By-Laws and the Act. The By-Laws, attached hereto as Exhibit "F", form an integral part of the plan of ownership herein described, shall govern the affairs of the Co-Owners of the Regime and shall be constructed in conjunction with the provisions of this Master Deed.

Section 11.2 Rights. The Council of Co-Owners, acting through its Board of Directors, is vested with the rights, powers, privileges and duties necessary or incidental to the administration of the Regime, including the care and upkeep of the common elements, such rights, powers, privileges and duties being more particularly set forth in its Articles of Incorporation and the By-Laws.

Section 11.3 Membership: Each Co-Owner shall automatically, upon becoming the owner of a Unit, be a member of the Council of Co-Owners, and shall remain a member of said Council until such time as his, her or its ownership ceases for any reason, at which time, his, her or its membership in the Council of Co-Owners shall automatically cease. Other than as an incident to a lawful transfer of the title to a Unit, neither membership in the Council nor any share in the assets of the Council shall be transferable, and any attempted transfer shall be null and void.

Section 11.4 Repair of Units: Notwithstanding the duty of the Council of Co-Owners to maintain and repair parts of the Regime, said council shall not be liable to a Co-Owner for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Property

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or caused by the elements or the other Co-Owners or Persons.

Section 11.5 Access to Units: The Council of Co-Owners, acting through its Board of Directors, has the irrevocable right to have access to each Unit during reasonable hours as may be necessary for the maintenance, repair, or replacement of the Common Elements, or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit. The Council of Co-Owners shall also have the right, upon reasonable notice to the affected Co-Owners, to temporarily move any and all docks for maintenance, repair or dredging purposes, and/or require the Co-Owners' removal of vessels from their Units for such purposes or, in the event of a pending hurricane or storm, to avoid damage to the Common Elements that might occur if the vessels were not so removed.

Section 11.6 Easements for Maintenance and Operation: The Council of Co-Owners, acting through its Board of Directors, has the right to grant permits, licenses, and easements for access to and over the common elements for utilities, roads, and other purposes necessary for the proper maintenance or operation of the Regime.

Section 11.7 Enforcement of Agreements: The Council of Co-Owners shall have a right of action against any Co-Owner to enforce compliance with the By-Laws and with the administrative rules and regulations adopted pursuant thereto and with the covenants, conditions and restrictions contained in this Master Deed. Subject to the limitations of any other applicable provisions of South Carolina law, the Council of Co-Owners shall have a statutory lien against each Unit to secure payment of delinquent assessments, as well as interest, late charges and costs of collection (including reasonable attorneys' fees). Such lien shall be superior to all other liens, except

(a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior;

(b) the lien or charge of any recorded first mortgage made in good faith and for value; and

(c) labor or materialmen's liens, to the extent required by law. Such lien, when delinquent, may be enforced in the same manner as provided for the foreclosure of Mortgages under South Carolina law. All such costs and expenses of any such foreclosure shall be secured by the lien being foreclosed.

The Council of Co-Owners may bid for the Unit, as applicable, at the foreclosure sale and acquire, lease, mortgage, and convey the Unit. Sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. However, the sale or transfer of any Unit pursuant to foreclosure of the first mortgage shall extinguish the lien as to any installments of such assessments due prior to the Mortgagee's foreclosure. Uncollected assessments shall be deemed Common Expenses collectible from Owners of all Units. The subsequent Co-Owner

of the foreclosed Unit shall not be personally liable for assessments on such Unit due prior to such acquisition of title.

Section 11.8 Management of Regime. For the benefit of the Co-Owners and the Council of Co-Owners, and in order to maintain proper management of the Property, the Board of Directors is hereby expressly authorized to enter into a management agreement with Declarant regarding the management of the Regime, to include payments by the Council of Co-Owners to Declarant, as Manager, to reimburse it for all personnel and operating costs allocable to the Council of Co-Owners and all costs and expenses incurred by the Declarant on behalf of the Council of Co-Owners.

Section 11.9 Sale of Units. A Co-Owner intending to make a transfer or sale of a Unit or any interest in a Unit shall give written notice to the Board of such intention within seven (7) days after execution of the transfer or sales documents. The Co-Owner shall furnish to the Board as part of the notice (i) the name and address of the intended grantee; and (ii) such other information as the Board may reasonably require. Within seven (7) days after receiving title to a Unit, the purchaser of the Unit shall give written notice to the Board of his or her ownership of the Unit. Upon failure of a Owner to give the required notice within the seven-day time period provided herein, the Board may levy fines against the Unit and the Owner thereof, and assess the Owner for all costs incurred by the Association in determining his or her identity.

ARTICLE XII: DECLARANT'S RIGHTS AND OBLIGATIONS

Section 12.1 Declarant Initial Owner of All Units: Declarant shall initially be the owner of all Units hereby created. Declarant retains and reserves the right to commercially lease Dock Units it owns, as a part of an operating marina, or otherwise.

Section 12.2 Easement Reservation:

(a) Declarant hereby reserves for itself, its agents, successors and assigns, a permanent, assignable, transmissible easement for utilities and for access, ingress and egress upon, over and across the Common Elements (i) for the purpose of construction, repair, replacement, maintenance, use and enjoyment of certain proposed docks and appurtenant structures which Declarant or its assigns may, at their sole option and discretion, develop, construct and/or have constructed contiguous to the Condominium within the adjacent waters of the Mariner's Cay Marina:

(i) for the purpose of installing, replacing, repairing and maintaining utilities serving said docks and appurtenant structures; and

(ii) for the Purpose of discharging Declarant's obligation or exercising Declarant's rights and for doing all things reasonably necessary and proper in connection

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therewith.

(b) For so long as Declarant owns any Unit primarily for the Purpose of sale, Declarant and its duly authorized contractors, representatives, agents, and employees shall have: (a) an easement for the maintenance of signs, a sales Office, a business office, promotional facilities and model Units on the Condominium, together with such other facilities as in the opinion of Declarant may be reasonably required, convenient or incidental to the completion, renovation, improvement, development or sale of the Unit; (2) a transferable easement on, over, through, under and across the Common Elements and Limited Common Elements for the Purpose of making improvements on the Condominium or any portion thereof, for the purpose of installing, replacing, repairing and maintaining all utilities serving the Condominium, and for the purpose of doing all things reasonably necessary and proper in connection therewith;

(c) As part of the Declarant's right to annex additional property to the Condominium, the Declarant reserves unto itself, and its successors and assigns, non-exclusive easements for ingress and egress over, under, and across all Common Elements and Limited Common Elements and such other reasonable right of access to, and use of, the Common Elements and Limited Common Elements as may be necessary for the construction, maintenance and marketing of the additional Units in Stage 2.

(d) In the event Declarant is unable to proceed with Stage 2 of the development as a result of permitting or planing issues, or for any other reason, Declarant reserves the right to form a separate condominium regime for the additional units. The separate condominium regime, and the owners of units therein, would have all of the rights reserved in (a), (b) and (c) above, and would have the right to use the Common Elements, and would share, pro-rata, in the maintenance and repair of said Common Elements.

Section 12.3 Right to Appoint and Remove Directors. The Declarant shall have the right to appoint and remove any member or members of the Board of Directors of the Association subject to such limitations as set forth below. The Declarant's authority to appoint and remove members of the Board of Directors of the Association shall expire on the first to occur of the following:

(a) eighteen(18) months or after ninety percent (90%) of the Units in the Condominium have been transferred by the Declarant to Co-Owners other than a Person or Persons constituting the Declarant;

(b) the expiration of five (5) years after the date upon which this Master Deed is recorded in the RMC Office for Charleston County.

(c) the date on which the Declarant voluntarily relinquishes such right by executing and recording an amendment to this Master Deed, which shall become effective as

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specified in such amendment.

Section 12.4 Number and Terms of Directors Appointed by Declarant. The Board of Directors of the Association shall be comprised initially of no more than five (5) Directors, who shall be appointed and/or reappointed by the Declarant, whose terms shall expire at the time of expiration of the rights of Declarant above.

Section 12.5 Sale and Leasing of Units. Notwithstanding anything to the contrary contained herein, Declarant shall have the right to sell or lease units and to erect and maintain signs to facilitate such sales or leases as it, in its sole discretion, deems appropriate and shall not be required to comply with the provisions of this Master Deed regarding signs and sales and leases.

Section 12.6 Construction and Sale Period. Notwithstanding any provisions in this Master Deed, the By-Laws, Articles of Incorporation, use restrictions, rules and regulations, design guidelines, any amendments thereto, and related documents, for so long as Declarant owns any portion of the Condominium, it shall be expressly permissible for Declarant and any builder or developer approved by Declarant to maintain and carry on, upon such portion of the Condominium as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's and such builder's or developer's development, construction, and sales activities related to the property described on Exhibits "A" and "B" to this Master Deed, including, but without limitation, the right of access, ingress or egress for vehicular and pedestrian traffic over, under, on or in the Condominium; the right to tie into any portion of the Condominium with streets, driveways, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), install, lay, replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Condominium; the right to carry on sales and promotional activities in the Condominium; and the right to construct and operate business offices, signs, construction trailers, model Units, and sales offices. Declarant and any such builder or developer may use Units or offices owned or leased by Declarant or such builder or developer as model Units and sales offices. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

ARTICLE XIII COMMON PROFITS

Section 13.1 Common Profits may, at the discretion of the Board of Directors, be:

(a) Distributed among the Co-Owners according to the percentages of the undivided interests in the Common Elements;

(b) Credited to their Common Charges according to the stated percentage; or

(c) Used for any other purpose as the Board of Directors decides.

ARTICLE XIV: USE RESTRICTIONS

Section 14.1 Moorage of Vessels. Each Unit shall be used by the Co-Owner solely for the moorage of vessels (excluding tenders, dinghies or other boats mounted on or over vessels), which vessels must lie within the Unit's boundaries (i.e., its Usable Moorage Length and Usable Moorage Width), with no overhang from bow, stem or either beam of such vessel, including bow pulpits, swim platforms, dinghies, and any other projection beyond the referenced boundaries; provided, however, that notwithstanding the foregoing limitations, in the discretion of the Board of Directors, and as published by it from time-to-time in its Rules and Regulations, and so long as no other Unit is impacted, a vessel's bowsprits, pulpits, swim platforms, and dinghies and other projections may be permitted to overhang the Unit's boundaries, so long as they do not exceed ten (10%) percent of the Unit's Usable Moorage Length and ten (10%) percent of the Usable Moorage Width, respectively; provided further, however, that a Co-Owner's right to use these overhang areas shall at all time be further subject to any restrictions imposed by a local, state or federal agency having jurisdiction. Notwithstanding the above, if the "T" Dock Units at the end of each pier are combined or used by a single vessel, the allowable overhang shall not exceed fifteen (15%) percent of the Unit's Usable Moorage Length and fifteen (15%) percent of the Usable Moorage Width, respectively

Section 14.2 Improvements and Alterations. No improvements or alterations of any nature whatsoever other than routine maintenance shall be permitted to a Unit without the written prior approval of the Board of Directors. Without limitation, no Units may be improved with wide-body boat docks; outboard, stern drive or jet boat docks; pontoon or catamaran docks; combination boat docks; or other similar improvements without the prior written consent of the Board of Directors.

Section 14.3 Commercial Activities. Commercial activities shall be limited to Commercial Units No. 1-A and No. 1-B and to Commercial Unit No. 2 as permitted by law. No other commercial activities of any kind whatsoever shall be permitted without the consent of the Council of Co-Owners, acting through its Board of Directors; however, this restriction shall not apply to Declarant during the Declarant Control Period and during such time Declarant may use its Units for promotional, marketing, or display purposes; provided further, however, that a Co-Owner shall be permitted to lease his Unit to a third party. Except for Units owned or leased by Declarant, no houseboats of any kind shall be permitted to occupy or dock within the Units unless authorized by the Council of Co-Owners. Further, no vessel moored at a Unit may contain a permanent "live-aboard," as such term maybe reasonably defined by the Board of Directors from time-to-time in its rules and regulations.

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Section 14.4 Combination of Units. Two contiguous Units (end to end) may be occupied by a single vessel.

Section 14.5 Rules and Regulations. The Board of Directors shall have the right to prescribe rules and regulations concerning and affecting, among other things, the manner of use, maintenance and rental of, operating procedures, procedures of transfer of the Unit and the condition and maintenance of vessels to be moored thereto.

Section 14.6 Peaceful Enjoyment. No Co-Owner shall do, or permit to be done, anything upon or with his Unit or upon a vessel moored thereto, which would impair navigation or the soundness or safety of the Regime or which would be noxious or offensive or an interference with the peaceful possession and proper use of other Units, or which would require any alteration of or addition to any of the Common Elements to be in compliance with any applicable law or regulation, or which would otherwise be in violation of law.

Section 14.7 Use of Common Elements. All Co-Owners and their guests shall have a nonexclusive right to use and enjoy the Common Elements for the purposes for which they are intended, subject, however, to the following provisions:

(a) no such use shall enter or encroach upon the lawful rights of any other persons;

(b) the right of the Board of Directors to restrict the use and govern the operation of the Common Elements by promulgating reasonable rules and regulations with respect thereto, including the right to charge reasonable admission and other fees for any facility or improvement located thereon and to impose reasonable limitation on the number of guests who may use such facilities and the hours of operation;

(c) the right, hereby reserved to the Board of Directors, to suspend a Co-Owner's right to use the Common Elements during the period that an assessment of the Council of Co-Owner remains unpaid or for any other infraction of the Condominium Instruments;

(d) the rights of Declarant as set forth herein; and

(e) the Access / Utility Easement.

Section 14.8 Emergency Access. In case of any emergency, originating in, or threatening any Unit or vessel moored thereto, regardless of whether the Co-Owner or his tenant, if any, is present at the time of such emergency, as determined by the Council of Co-Owners or its designated agent, the Council of Co-Owners or its designated agent shall have the right to enter upon such Unit or enter upon any vessel moored at the Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. In addition, the Board of Directors, or its designated agent, shall have the right, but not the obligation, to relocate and re-moor a vessel moored

at a Unit without notice to the owner of the vessel or Unit and without responsibility for damage caused thereby in the event of such relocation or re-mooring is made necessary by any emergency condition.

Section 14.9 Time-Sharing Prohibited. No Unit may be utilized for purposes of time-sharing or interval ownership, licenses, leases, or similar plans as those items are currently generally utilized in the real estate industry or as those or similar terms are expressed or defined in Chapter 32, Code of Laws of South Carolina, 1976, as amended; provided, however, that this provision shall not be interpreted to prevent leases as provided in this Master Deed.

Section 14.10 Leasing. A Co-Owner may lease his Unit to rentals subject to reasonable rules and regulations prescribed by the Board of Directors. A Co-Owner shall provide notice to the Board of Directors of the names and addresses of the tenant, the names of tenant's vessels and their boat registration number and, upon request, a copy of the lease.

Section l4.11. Signs and Posters. Except as may be required by legal proceedings, no signs or advertising posters of any kind shall be maintained or permitted within the Property. The approval of any signs and/or posters shall be upon such conditions as may from time to time be determined by the Council of Co-Owners.

Section 14.12. Operations and Maintenance Manual for Mariner's Cay Marina submitted to the South Carolina Department of Health and Environmental Control-Office of Ocean and Coastal Resource Management. The Operations and Maintenance Manual with the letter approvals thereto applicable to South Carolina and federal agencies is the Permit for the construction and maintenance of the Mariner's Cay Marina. This document contains rules and regulations for the operation of the Marina for the future reference by the owners and operators of Mariner's Cay Marina recorded simultaneously herewith and by reference is made part hereof as Exhibit "G".

ARTICLE XV: BY-LAWS

Section 15.1 By-Laws. The By-Laws of the Council of Co-Owners shall be as set forth on Exhibit "F" attached hereto and made a part hereof.

ARTICLE XVI: AMENDMENTS

Section 16.1 Amendments.

(a) This Master Deed shall be amended, except as provided in (b) below, only by vote of Co-Owners owning seventy-five percent (75%) of the Units and only by and with

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the consent of Declarant, at any meeting of the Council of Co-Owners duly called for such purpose, following written notice to all Co-Owners, except that no such amendment shall change the rights reserved to Declarant, the boundaries of any Unit, the basic values of the Units and the undivided interest in the Common Elements appertaining thereto, the liability for Common Expenses appertaining to the Units, or rights to Common Profits appertaining thereto. No amendment shall be effective until recorded in the Charleston County RMC Office.

(b) For so long as the Declarant has the right to appoint and remove directors of the Council of Co-Owners as provided in this Master Deed, the Declarant may unilaterally amend this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, to make, purchase, insure or guarantee Mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent in writing.

Section 16.2 By-Laws. The system of administration adopted by the By-Laws may be modified at anytime by the vote of the Co-Owners representing two-thirds of all the percentage interests and with the concurrence of Declarant, but such modification shall not be operative until recorded in the same office as this Master Deed.

ARTICLE XVII: POWER OF ATTORNEY TO BOARD OF DIRECTOR

Section 17.1 Power of Attorney to Board of Director. Each Co-Owner by the acceptance of a deed or by the exercise of any incident of ownership, grants to the Persons who shall, from time to time, constitute the Board of Directors an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same or which may be the subject of foreclosure or judicial sale, in the name of the Board of Directors or its designees, corporation or otherwise, on behalf of a Co-Owners; and to convey, sell, lease, mortgage or otherwise deal with any such Unit so acquired, or to sublease any Unit leased by the Board of Directors.

ARTICLE XVIII: PERSONS AND UNITS AFFECTED

Section 18.1 Persons and Units Affected. All present and future Co-Owners, tenants,

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mortgagees and occupants of Units shall be subject to and shall comply with the provisions of the Condominium Instruments as they now exist and as they may be amended from time to time. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit shall constitute agreement that the provisions of such Condominium Instruments are fully accepted and ratified by such Co-Owner, tenant, mortgagee or occupant, and all such provisions shall be deemed and taken to be covenants running with the Unit and shall bind any Persons having at any time any interest or estate in such Unit as though the provisions of this Section had been recited and stipulated at length in each and every deed, conveyance or lease thereof.

ARTICLE XIX: TERMINATION

Section 19.1 Termination. The Co-Owners may remove the Property from the provisions of the Act and of the Condominium Instruments, by an instrument to that effect, recorded and containing the signatures of one hundred percent (100%) of the Co-Owners, provided one hundred percent (100%) of the holders of all liens affecting any of the Units consent thereto or agree in either case by recorded instruments that their liens be transferred to an undivided interest in the Property.

Section 19.2 Ownership. Upon the removal of the Property from the provisions of the Act and the Condominium Instruments, the Co-Owners shall be deemed to own the Property as tenants in common, with undivided interest in the same percentages as the undivided interests previously owned by each in the Common Elements.

Section 19.3 Re-submission. The removal provided for in this Article shall not bar the subsequent re-submission of the Property to the provisions of the Act.

ARTICLE XX: BOUNDARIES; EASEMENTS FOR ENCROACHMENT

Section 20.1 Boundaries. The existing physical boundaries, as defined in the Condominium Instruments, of any Unit or Common Element now existing or as reconstructed in substantial conformity with the plot plans shall be conclusively presumed to be its boundaries, regardless of the shifting, settlement, or lateral movement of any dock, bulkhead or piling and regardless of minor variations between the physical boundaries as described in this Master Deed or shown on the condominium plan and the existing physical boundaries of any such Unit or Common Element. This presumption applies only to encroachments within the Regime.

Section 20.2 Encroachments. If any portion of any Common Element encroaches on any Unit or if any portion of a Unit encroaches on any Common Element, as a result of the duly authorized repair of the Unit, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the Dock System stands. The purpose of this Section is to protect the Co-Owners, except in cases of wilful and intentional misconduct by them or their agents or employees, and not

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to relieve Declarant or any contractor, subcontractor, or materialmen of any liability which any of them may have by reason of any failure to adhere substantially to the plot plans.

Section 20.3 Easement Granted to the Council of Co-Owners. There shall be, and Declarant does hereby grant, a general easement in favor of the Council of Co-Owners upon, across, above, and under all of the Property and improvements submitted herein, and expressly including the Units, for ingress, egress, installation, replacing, repairing, and maintaining the Common Elements, and in general for dredging, access, repair, maintenance, ingress and egress, and any other purposes reasonably related to the purposes, rights and duties of the Council of Co-Owners. By virtue of this easement, the Council of Co-Owners shall be expressly permitted to erect and maintain any necessary equipment on the Common Elements and to affix and maintain wires, conduits, cables and the like on, above, across, under and through improvements in the Property, including the Dock System and the Units. Should any person furnishing any service covered by this section request a specific easement by separate recordable documents, the Council of Co-Owners shall have the right to grant such easement under the terms hereof.

Section 20.4 Destruction. If any part of the Condominium is destroyed partially or totally as a result of fire, hurricane, storm or other casualty, or as a result of condemnation or eminent domain proceedings, and then is reconstructed, encroachment of any Unit on any Common Element, due to such reconstruction, shall be permitted and valid easements for such encroachments and the maintenance of them shall exist so long as the Unit exists.

ARTICLE XXI: NO SEVERANCE OF OWNERSHIP

Section 21. 1 No Co-Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Unit without including the Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any such deed, mortgage or other Instrument purporting to affect one or more such interest, without including all such interests, shall be deemed to include the interest or interests so omitted, even though the latter shall not be expressly described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant.

ARTICLE XXII: DECLARANT'S RIGHTS RESERVED

Section 22.I Show Units for Sale. As long as Declarant is a Co-Owner, Declarant and its duly authorized agents, representatives and employees may maintain and show its Units for sale and/or lease.

Section 22.2 Work and Repairs. Declarant reserves the right to perform such work and repairs on the Property, other than Units which Declarant does not own, and the further right to control all

such work and repairs, and the right of access thereto, until its completion.

Section 22.3 Activities. Declarant reserves the right to post signs and displays in the Common Elements to promote sales of Units, and to conduct general sales activities.

Section 22.4 Prohibited Action of Council of Co-Owners. So long as Declarant owns any Unit for sale, no action may be taken by the Council of Co-Owners that would be detrimental to the sales of Units by Declarant.

Section 22.5 Right of First Refusal. In the event that any Unit Owner other than Declarant offers a Unit for sale prior to December 31, 2007 and receives an offer that such Unit Owner is willing to accept, Declarant shall have a right of First Refusal to repurchase the Unit. Such offer shall be transmitted to the Declarant and the Declarant shall have a right to re-purchase the Unit for the same purchase price that the Unit Owner paid Declarant for the Unit (the "Purchase Price"). Upon giving written notice to the Unit Owner of the exercise of its right of first Refusal, the Declarant shall have 60 days to purchase the Unit for the Purchase Price.

Section 22.6 U.S. Army Corps of Engineers Moorage Rights. Declarant reserves the right to allow the U.S. Army Corps of Engineers dredge vessel to periodically use the mooring dolphins on the southwest side of the dock system and to use the dock and Appurtenant easements for access, ingress and egress to and from the vessel.

ARTICLE XXIII: CONDEMNATION

Section 23.1 Common Elements. If any part of the Regime shall be taken or condemned by any authority having the power of eminent domain, such that no Unit, nor Common Element Appurtenant thereto is taken, all compensation and damages for and account of the taking, exclusive of compensation for consequential damages to certain affected Units, shall be payable to the Council of Co-Owners, or a Trustee, either as trustee for all Co-Owners and mortgagees according to the loss or damages to their respective interests. The Board of Directors, shall have the right to act on behalf of the Co-Owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common Elements, without limitation on the right of the Co-Owners to represent their own interests. Such proceeds shall be used in accordance with the provisions of the By-Laws. Nothing herein is to prevent Co-Owners whose Units are specifically affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected Units, or personal improvements therein, exclusive of damages relating to Common Elements. In the event that the condemnation award does not allocate consequential damages to specific Co-Owners, but by its terms includes an award for reduction in value of Units without such allocation, the award shall be divided between the affected Co-Owners and the Council of Co-Owners or Trustee, as their interests may appear.

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Section 23.2 Units. If part or all of the Regime shall be taken or condemned by an authority having the power of eminent domain, such that any Unit or a part thereof is taken, the Board of Directors shall have the right to act on behalf of the Co-Owners with respect to the Common Elements as in Section 23.1 hereinabove, and the proceeds shall be payable as outlined therein. The Co-Owners directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Units. The awards so made shall be distributed through the Board of Directors or Trustee first to restore the Units and the Common Elements of the Regime in the same manner as provided for restoration under the By-Laws to the extent possible, attempting to rebuild docks containing new Units of the same number, size and basic plan as the Units taken with any excess award distributed in accordance with the provisions of the By-Laws. In the event that the Board of Directors determines that such a taking so removes docks containing Units that they cannot effectively be restored or replaced substantially in compliance with the dock plans, and unless seventy-five percent (75%) of the Co-Owners and holders of first mortgages encumbering seventy-five percent (75%) of the undivided interest in the Common Elements subject to mortgages vote to accept an alternative plan, then the Council of Co-Owners shall submit the issue to arbitration in accordance with the Rules of the American Arbitration Council of Co-Owners for remedies with respect to the continued existence or reform of the Regime and the division of the award as to the taken and remaining Units.

ARTICLE XXIV: INSURANCE

Section 24.1 Insurance. The Council of Co-Owners shall obtain and maintain at all times as a Common Expense insurance for the Property insuring against risks, without prejudice to each Co-Owner to insure that Owner's Unit for that Co-Owner's account and benefit. In case of fire, hurricane, storm or any other disaster, all insurance proceeds attributable to the Dock System shall be used to reconstruct the Dock System and Commercial Units No. 1-A, No. 1-B, and Commercial No. 2 to equal or better condition than the Dock System prior to the casualty; provided, however, that the construction shall not be compulsory when the damage comprises the whole or to the extent of eighty (80%) percent of the then replacement cost of the Dock System and Commercial Units. In such case, if unanimously agreed upon by all Co-Owners of Dock Units and the holders of mortgage liens affecting at least seventy-five (75%) percent of the Dock Units subject to mortgages, the insurance proceeds shall be delivered pro rata to such Co-Owners, after any cleanup and removal of the damaged remnants. In the event insurance proceeds are insufficient to cover the cost of reconstruction, the unfunded rebuilding cost shall be a Common Expense. Each Co-Owner shall carry, at such owner's expense, liability insurance with commercially reasonable limits covering the Co-Owner's vessels and Unit, and naming the Council of Co-Owners as a co-insured.

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ARTICLE XXV: MORTGAGEES

Section 25.1 Rights of Mortgagee. Notwithstanding anything contained in the Condominium Instruments to the contrary, any right of first Refusal granted to the Council of Co-Owners shall not impair the rights of a first mortgagee of any Unit to (i) foreclose or take title to a Unit pursuant to the remedies provided in the Mortgage; or (ii) accept a deed in lieu of foreclosure in the event of default by a mortgagor; or (iii) sell or lease a Unit acquired by the mortgagee, but subject to this Master Deed.

Section 25.2 Title. Any first mortgagee obtaining title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid assessments or Common Charges which accrue prior to the acquisition of title to such Unit by the mortgagee.

Section 25.3 Notices. In addition to any other notices required to be given by the Council of Co-Owners to holders of first mortgage liens on Units, the following notices shall be provided to a such mortgagees to which the Council of Co-Owners has written notice:

(i) written notice at least thirty (30) days prior to the effective date of an amendment to the Master Deed or the By-Laws;

(ii) written notice of any default by any Owner whose Unit is subject to a mortgage lien, given to such lien holder, of any obligation of such Owner provided for in the Master Deed or the By-Laws on which default is not cured within thirty (30) days after the same shall occur; and

(iii) written notice to mortgagees of record of substantial damage or destruction to the Dock System and Commercial Units.

ARTICLE XXVI: MISCELLANEOUS

Section 26.1 Captions and Gender. The captions contained in the Condominium Instruments are inserted only as a matter of convenience and for reference, and in no way describe the scope or intent of the Condominium Instruments. The use of the masculine gender shall be deemed to refer to the feminine and neuter gender and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Section 26.2 Waiver. No provision contained in the Condominium Instruments shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 26.3 Invalidity. The invalidity of any provision of the Condominium Instruments shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder.

Section 26.4 Conflict. In the event of any conflict between the Condominium Instruments and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Master Deed and any other Condominium Instrument, this Master Deed shall control.

Section 26.5 Conditional Rights. All rights of a Co-Owner in and to his Unit and/or his percentage interest in the Common Elements is subject to restrictions imposed by local, state or federal entities with jurisdiction. By acceptance of a deed to a Unit, a Co-Owner acknowledges receipt of copies of the permits and licenses issued to the Declarant in connection with the construction of the Dock System, and also acknowledges an obligation to conform his use of the Unit to the restrictions imposed on it by any local, state or federal entity with jurisdiction.

Section 26.6 Covenants Running With the Land. All provisions of this Master Deed shall be construed to be covenants running with the land, and with every part thereof and interest therein, including, but not limited to, every Unit and the appurtenances thereto; and each and every provision of this Master Deed shall bind and inure to the benefit of the Declarant and all Owners and claimants of the Regime or any part thereof or interest therein, and their heirs, personal representatives, successors and assigns.

Section 26.7 Enforcement. Each Owner will comply strictly with the By-Laws and with the Rules and Regulations of the Association, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Master Deed and in the deed to his Unit. Failure to comply with any of the same will be grounds for an action to recover sums due, for damages or injunctive relief, or for all three, maintainable by the Board of Directors on behalf of the Association or by any aggrieved Owner. In addition, the rights of any Owner or lessee of an Owner, their families, invitees or guests to use and to enjoy the Common Area may be suspended by the Board of Directors for continued violation of the Rules and Regulations. Failure by the Association or any Owner to enforce any of the foregoing will in no event be deemed a waiver of the right to do so thereafter.

(a) Authority and Enforcement. Subject to the provisions of Section 26.7(b) hereof, upon the violation of this Master Deed, the By-Laws, or any rules and regulations duly adopted hereunder, including, without limitation, the failure to timely pay any Assessments, the Board will have the power:

(i) to impose reasonable monetary fines which will constitute an equitable charge and a continuing lien as a specific Assessment,

(ii) to suspend an Owner-Member's right to vote in the Association, or

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(iii) to suspend an Owner's or Occupant's right to use any of the Common Areas.

The Board will have the power to impose all or any combination of these sanctions, and may establish each day a violation remains uncured as a separate violation for which a fine is due; provided, however, an Owner's access to its property over the private roads and streets constituting Common Areas will not be terminated hereunder. An Owner or Occupant will be subject to the foregoing sanctions in the event of such a violation by such Owner or Occupant. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

(b) Procedure. Except with respect to the failure to any Assessments, the Board will not impose a fine, suspend voting rights, or infringe upon or suspend any other rights of an Owner or other Occupant of the Project for violations of the Master Deed, By-Laws, or any rules and regulations of the Association, unless and until the following procedure is followed:

(i) Demand to Cease and Desist. Written demand to cease and desist from alleged violation will be served upon the Owner responsible for such violation specifying:

(1) The alleged violation;

(2) The action required to abate the violation; and

(3) time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Master Deed, the By-Laws, or of the rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.

(ii) Notice of Hearing. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with written notice of a Hearing to be held by the Board in executive session. The notice will contain:

(1) The nature of the alleged violation;

(2) The time and place of the Hearing, which time will be not less than ten (10) days from the giving of the notice;

(3) An invitation to attend the hearing and produce any statement,

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evidence, and witnesses on his behalf; and

(4) The proposed sanction to be imposed.

(iii) Hearing. The hearing will be held in executive session of the Board of Directors pursuant to the notice and will afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice together with a statement of the date and matter of delivery is entered by the officer, director, or other individual who delivered such notice. The notice requirement will be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction imposed, if any.

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IN WITNESS WHEREOF, **MARINA AT MARINER'S CAY, LLC,** the Declarant, by and through its member, Lawrence E. McNair, Jr. has executed these presents to be executed this 11th day of May, 2006.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

JoAnn M. Cedotal

Kay J. Pettry

"DECLARANT"
MARINA AT MARINER'S CAY, LLC

By: Lawrence E. McNair, Jr.
Its Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing document was acknowledged before me this 11th day of May, 2006, by Declarant, Marina at Mariner's Cay, LLC, by and through its member, Lawrence E. McNair, Jr.

Kay J. Pettry
Notary Public for South Carolina
My Commission Expires: 11/30/11

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EXHIBIT "A"

LEGAL DESCRIPTION

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EXHIBIT "A"
LEGAL DESCRIPTION

ALL those certain docks, piers, floating docks, common areas and all other fixtures and equipments, comprising the Mariner's Cay Marina, and being known and shown as delineated on containing within its boundaries **DOCK A, DOCK B, DOCK C, DOCK D, DOCK E AND DOCK F,** and **TWO STORY WOOD FRAME STRUCTURE ON TIMBER PILES, COMMONLY KNOWN AS "SHIPS STORE", COMMERCIAL UNIT NO. 1-1, COMMERCIAL UNIT 1-B, AND COMMERCIAL UNIT NO. NO. 2, FUEL DOCK,** all as shown and delineated on that certain plat entitled, **"AS-BUILT SURVEYING SHOWING SHIPS STORE, EASEMENT AND MARINA FACILITIES OF MARINERS CAY MARINA, AT MARINERS CAY , CITY OF FOLLY BEACH, CHARLESTON COUNTY, SOUTH CAROLINA"**, prepared by Frank D. Baker, P.L.S. dated December 27, 2005, and recorded in the Office of the RMC for Charleston County in Plat Book EJ at page 776 on May 18, 2006. For a more complete description of said Property, reference may be had to the aforementioned Plat, which is incorporated herein and made part and parcel hereof.

FURTHER DESCRIBED AS:

ALL that certain exclusive alienable Easement to perpetuity, to that piece, parcel or lot of land, with the buildings, improvements and facilities thereon, situate and lying on the North side of the Folly River, in the County of Charleston, State of South Carolina in **MARINER'S CAY DEVELOPMENT** shown and designated as **"SHIPS STORE"** as shown and delineated on certain plat entitled, **"COMPOSITE DRAWING MARINER'S CAY"**, prepared by Gifford, Nielson and Williams dated June 2, 1983, and recorded in the Office of the RMC for Charleston County in Plat Book AX at page 114 on June 3, 1983. (Book U-131, Page 114); and further shown in more detail on a plat of the Ships Store and Easement Area, on that certain plat entitled, **"PLAT SHOWING SHIPS STORE AND EASEMENT AREA, MARINERS CAY MARINA AT MARINERS CAY, LOCATED IN THE CITY OF FOLLY BEACH, CHARLESTON COUNTY, SOUTH CAROLINA",** prepared by George A. Z. Johnson, Jr., Inc. dated April 7, 2000, and recorded in the Office of the RMC for Charleston County in Plat Book EF at page 515 on April 11, 2002, which said Plats are made a part and parcel hereof by reference thereto.

THE SAID EASEMENT in perpetuity was established by the Master Deed for **MARINER'S CAY RACQUET AND YACHT CLUB**, a South Carolina Horizontal Property Regime dated May 11, 1982 and recorded in the Office of the RMC for Charleston County in Book J-128 at page 300 on May 12, 1982; as amended. The Easement was set up

by Article X, Section 4(e) and was amended by instrument granted by Mariner's Cay Racquet and Yacht Club Homeowners Association, Inc. by instrument dated April 22, 1983 and recorded in the Office of th RMC for Charleston County in Book J-131 at page 13 on April 25, 198, and more accurately described as follows, to wit:

BEGINNING at a point of land, the northeast corner of which shall be located 18.02 feet North 83o 44'58" West of the Northwest corner of Building 3 (the point of beginning) and which "Ships Store" is described as 0.229 acres as described on a plat prepared by F. Steven Johnson, SCRLS, on April 7, 2000 as recorded in Plat Book EF at Page 515. See Deed Book Y402 at Page 125.

TOGETHER with a perpetual, non-exclusive, common and transferrable commercial easement appendant and appurtenant to the aforesaid property described as **"SHIP STORE"** upon and through all those certain roads, ways, and parking areas between the aforesaid Ship Store and Folly Road, all as will more fully appear by reference to the aforesaid Plat of Gifford, Nielson and Williams and Article X and Exhibit F of the Master Deed for Mariner's Cay Racquet and Yacht Club recorded in the Office of the RMC for Charleston County in Book J-128 at page 300, which items are made a part and parcel hereof by reference thereto. The said Easement shall be used by the Grantee herein, its Successors and Assigns, and other persons having lawful use of said roads, ways, and parking areas. Said Easement shall commence at the right of way of Folly Road and terminate upon the property herein described. The said Easement is essentially necessary to the commercial enjoyment and use of the premises and is to run with the land. The Easement is more accurately and particularly described by reference to the Master Deed dated May 11, 1982 in Book J-128, Page 300 as aforesaid under Article X, Section 4 (a) as follows:

"An alienable easement in perpetuity, for unlimited ingress and egress over, across and upon the interior streets, roadways, sidewalks, walkways, and parking lots to the Marina and Associated Facilities, said easement shall be for the benefit of the Grantee, its Successors and Assigns, the lessees of marina slip spaces and their respective agents, licensees, invitees and for customers of the Ship's Store.

A perpetual non-exclusive common commercial and transferrable Easement appendant and appurtenant to the aforesaid parcel, over, upon and through that certain road, way and parking facilities extending from the parking area just North of the said Ship Store parcel and extending in a southerly direction to the Folly River and the piers, docking and other marine structures known as Mariner's Cay "Marina and Associated Facilities." The said Easement shall be used by the Grantee herein, its Successors and Assigns in common with other persons lawfully using said road, way and parking facilities. The said Easement shall commence at the parking area just north of the Ship Store and terminate upon the most southerly portion of the marina facilities. The said Easement is essentially necessary to the commercial enjoyment and use of the premises and is to run with the land.

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The use of said Easement shall include, but is not limited to, right of ingress and egress and parking of the Grantee, its Successors and Assigns, customers, tradesmen, repairmen and suppliers, and such other uses that are necessary and convenient to the use of the said Ship Store and Marina facilities. This Easement is more accurately and particularly described by reference to the Master Deed dated May 11, 1982 and recorded May 12, 1982 in Book J-128, Page 300 as aforesaid under Article X, Section 4 (b) as follows:

"An alienable easement in perpetuity along, across, over, through and adjacent to the Horizontal Property Regime; as shown on Exhibit "F" attached to the Master Deed, in order to allow the Grantee, its Successors and Assigns, the right and privilege to attach, affix and maintain the docking and structure constituting the Marina facilities to the Horizontal Property Regime in such space, size, shape, width and depth as Grantee in its sole discretion deems necessary to sufficiently moor and maintain the marina to the Horizontal Property Regime, together with (c) an alienable easement in perpetuity, for ingress and egress, in addition to those herein above reserved, to the "Boat Ramp" shown on Exhibit "F" as aforesaid, such easement is for the benefit of the Grantee, its Successors and Assigns, marina slip lessees, and invitees, guest and licensees of the foregoing so that such users may have access to said boat ramp and the adjacent marina and waterways, together with (d) and alienable easement in perpetuity for such parking spaces as might be necessary for the operation of the Marina.

-AND ALSO-

ALL right, title and interest in and to any and all real property rights, permits, licenses, structures, fixtures, facilities, and other associated items comprising the facilities known as **"MARINA AND ASSOCIATED FACILITIES" of MARINER'S CAY RACQUET AND YACHT CLUB** located on the Northern banks of the Folly River to the West of Folly Road between the said Folly Road and Stono River, in the County of Charleston, State aforesaid, all as is more fully shown on a plat made by Sigma Engineers, Inc., entitled **"PLAT OF PHASE I, MARINER'S CAY RACQUET AND YACHT CLUB - LITTLE OAK ISLAND"** recorded as Exhibit "F" of the Master Deed for Mariner's Cay Racquet and Yacht Club recorded in the Office of the RMC for Charleston County in Book J-128 at page 300, which said Master Deed and plat are made a part and parcel hereof by reference thereto.

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EXHIBIT "B"

SITE PLAN, BUILDING ELEVATIONS AND ENGINEER'S CERTIFICATE

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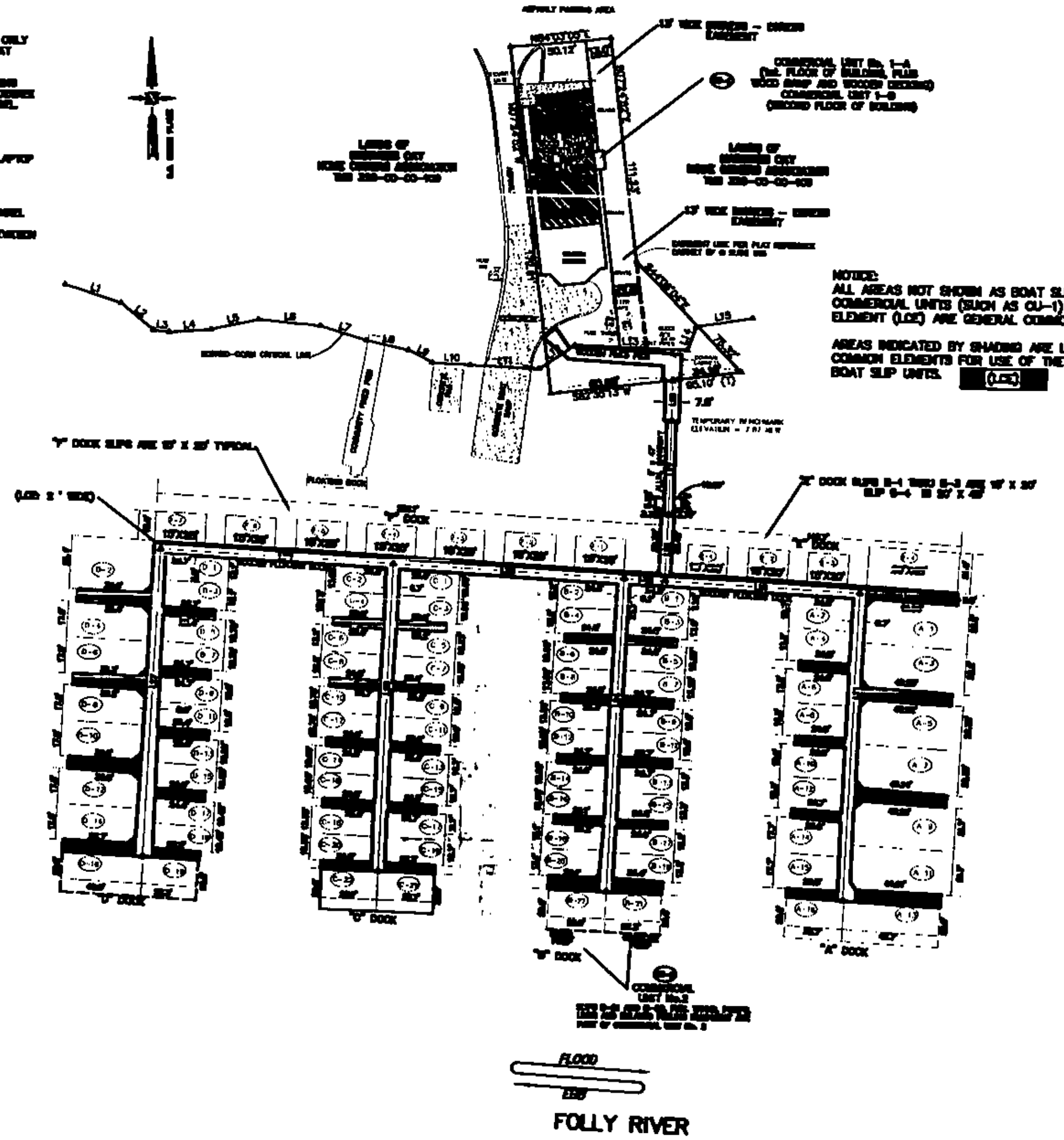
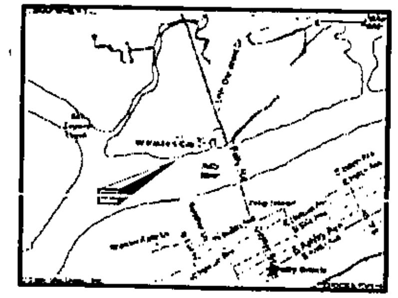
LANDWARD SURVEY NOTES

HYDROGRAPHIC SURVEY NOTES:

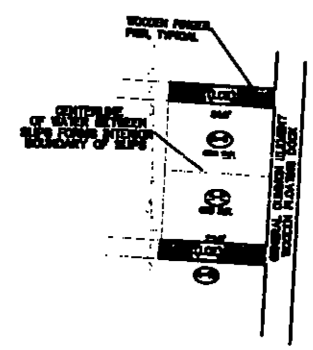


NOTICE:
ALL AREAS NOT SHOWN AS BOAT SLIP UNITS (SUCH AS A-1) COMMERCIAL UNITS (SUCH AS CU-1) OR LIMITED COMMON ELEMENT (LCE) ARE GENERAL COMMON ELEMENTS

AREAS INDICATED BY SHADING ARE LIMITED COMMON ELEMENTS FOR USE OF THE OWNERS OF ADJACENT BOAT SLIP UNITS. (LCE)



LOCATION MAP
NO SCALE



TYPICAL SLIP CONFIGURATION

LINE TABLE

LINE TABLE — DOCK CENTERLINES

DREDGE VOLUMES

CERTIFICATION NOTE

SOUTH CAROLINA REGISTERED LAND SURVEYOR FRANK D. BAKER

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

SURVEY DATE 12-27-05 - LAST REVISION 4-25-06

ARCADIS

ARCADIS G&M, INC.
182 Seven Farms Drive, Suite 220
Charleston, S.C. 29492
Tel 843.345.5990 Fax 843.375.5993

SURVEY SHOWING
SHIPS STORE, EASEMENT AND MARINA FACILITIES
MARINERS CAY MARINA AT MARINERS CAY
CITY OF FOLLY BEACH
CHARLESTON COUNTY, SOUTH CAROLINA
SUNCOAST PROPERTIES OF SOUTH CAROLINA, LLC

SHEET TITLE
ATTACHMENT TO MASTER DEED

DRAWING NUMBER
1

© ARCADIS G&M, INC.

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EXHIBIT "C"

ACCESS / UTILITY EASEMENT

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PARTS OF THIS INSTRUMENT ARE SUBJECT TO ARBITRATION UNDER SECTION 15-48-10. ET. SEQ. SOUTH CAROLINA CODE OF LAWS 1976, AS AMENDED.

STATE OF SOUTH CAROLINA)
) **ACCESS/UTILITY EASEMENT**
COUNTY OF CHARLESTON)

THIS EASEMENTS herein conveyed is from Marina at Mariner's Cay, LLC (the "Declarant"), and granted to Mariner's Cay Marina Council of Co-Owners, Inc. (the "Council of Co-Owners") to provide ingress and egress and utilities on this 11th day of May, 2006.

WHEREAS, on this date, the Declarant has subjected its certain easement rights in real property and personal property (the "Regime Property") to the terms and provisions of a Master Deed (the "Master Deed") entitled "MASTER DEED FOR MARINER'S CAY MARINA HORIZONTAL PROPERTY REGIME," a copy of which is recorded herewith in the RMC Office for Charleston County; and

WHEREAS, the Declarant is obligated pursuant to the terms and provisions of the Master Deed to grant to the Marina's Cay Marina Council of Co-Owners, Inc. and the owners of Dock Units a non-exclusive easements in perpetuity across and upon certain real property to be designated in order to provide a legal means of ingress and egress from the Regime Property to a public highway and also a legal means of providing utilities to the Regime Property, and the Declarant is desirous of executing and delivering the within Easements to the Marina's Cay Marina Council of Co-Owners, Inc. and the owners of Dock Units in order to discharge this referenced obligation pursuant to the Master Deed.

NOW THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, MARINA AT MARINA'S CAY, LLC (hereinafter referred to as "Declarant") hereby grants unto MARINA'S CAY MARINA COUNCIL OF CO-OWNERS, INC. (hereinafter referred to as "Council of Co-Owners"), its successors and assigns:

> All the non-exclusive, appendant, appurtenant, commercial, transferable easements in perpetuity (collectively, the "Easements") for pedestrian and vehicular ingress and egress and for the installation and maintenance of all utilities, of every kind and nature as shall be reasonably necessary for the operation and maintenance of the marina facility from the public highway known as Folly Road to all of the common areas of Marina's Cay Marina as more particularly shown and designated on Exhibit "A" annexed to the Master Deed of Mariner's Cay Marina Horizontal Property Regime which is entitled, **"AS-BUILT SURVEYING SHOWING SHIPS STORE, EASEMENT AND MARINA FACILITIES OF MARINERS CAY MARINA, AT MARINERS CAY, CITY OF FOLLY BEACH, CHARLESTON COUNTY, SOUTH CAROLINA"**, prepared by Frank D. Baker, P.L.S. dated December 27, 2005, and recorded in the Office of the RMC for Charleston County in Plat Book EJ at page 776 on May 18, 2006:

The nonexclusive easement areas for ingress and egress and utilities at the marina shall be from the "asphalt parking lot" immediately adjacent and located on the northside to the north of the Ships Store lot as shown on the aforesaid plat. The easement areas are shown upon common areas of the highland lot on which the Two Story Frame Wood Frame Structure on Timber Piles, (known as the Ships Store) is located. The easement areas included but are not limited to, the "13' wide ingress-egress easement," the "Wooden Fixed Pier","Aluminum Gangway" and over the Floating docks leading to and providing access to all boat slips, all as more particularly shown on the aforedescribed plat.

Together with a perpetual nonexclusive common and transferrable Commercial easement appendant and appurtenant to the above described lot upon which the Ships Store is located upon and through all those certain roads, ways and parking areas between the aforesaid Ships Store and Folly Road; all as will more fully appear by reference to the "Composite Drawing of Mariner's Cay", prepared by Gifford, Nielson and Williams dated June 2, 1983, and recorded in the Office of the RMC for Charleston County in Plat Book AX at page 114 on June 3, 1983 (Book U-131 at page 114). The easements granted herein are for the use in common with the Declarant of all easements rights set forth in: (1) Easement by and between Mariner's Cay Racquet & Yacht Club Homeowner's Association, Inc. and Mariner's Cay Marina, Inc. dated March 18, 2002, and recorded in the Office of the RMC for Charleston County in Book Y-402 at page 125 on April 11, 2002; as amended by First Amended Easement dated June 19, 2003, and recorded in the Office of the RMC for Charleston County in Book H-455 at 473 on June 30, 2003; and (2) Agreement between Mariner's Cay Racquet and Yacht Club Homeowners Association, Inc. and Mariner's Cay Marina, Inc. dated March 16, 2002, and recorded in the Office of the RMC for Charleston County in Book Y-402 at page 129 on April 11, 2002.

The Declarant does hereby covenant that it is lawfully seized and possessed of all alienable rights herein conveyed and that it has a good and lawful right to convey the Easements thereon, and it does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Easement unto Mariner's Cay Marina Council of Co-Owners, Inc., its successors and assigns, against it and its successors and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

If any unreconcilable disputes or claims arise between the Declarant or the Council of Co-Owners, its successors and/or assigns, in regard to any matter associated herewith, then the dispute or claim shall be submitted to binding arbitration. The Declarant and Mariner's Cay Marina Council of Co-Owners, Inc. shall designate one arbitrator and these two arbitrators shall select a third, and all disputes or claims shall be resolved by these three arbitrators in accordance with the rules and procedures of the American Arbitration Association and the laws of the State of South Carolina, unless other procedures or rules are agreed upon by the parties. Each party shall pay one-half of the fees and expenses of the arbitrators, unless the arbitrators shall find the dispute to be unreasonably founded, in which event the party found to have acted unreasonably shall pay all of said fees and expenses.

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IN WITNESS WHEREOF, **MARINA AT MARINER'S CAY, LLC,** the Declarant, by and through its member, Lawrence E. McNair, Jr. has executed these presents to be executed this 11th day of May, 2006.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

"DECLARANT"
MARINA AT MARINER'S CAY, LLC

By: Lawrence E. McNair, Jr.
Its Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing document was acknowledged before me this 11th day of May, 2006, by Declarant, Marina at Mariner's Cay, LLC, by and through its member, Lawrence E. McNair, Jr.

Notary Public for South Carolina
My Commission Expires: 11/30/11

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EXHIBIT "D"

SCHEDULE OF BASIC VALUES AND PERCENTAGE OWNERSHIP OF COMMON ELEMENTS FOR STAGE 1

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EXHIBIT "D"
SCHEDULE OF BASIC VALUES AND PERCENTAGE OWNERSHIP OF COMMON ELEMENTS FOR STAGE 1

STAGE 1 - DOCKS A THROUGH F

Allocation	$1,000.00
Regime Total	1000.00

Unit Description	Length of Unit	% Interest in Common Elements	Allocation
Unit A-1	45.04'	11.1112%	$11.1112
Unit A-2	24.8'	11.1112%	$11.1112
Unit A-3	45.25'	11.1112%	$11.1112
Unit A-4	24.8'	11.1112%	$11.1112
Unit A-5	45.22'	11.1112%	$11.1112
Unit A-6	24.9'	11.1112%	$11.1112
Unit A-7	45.14'	11.1112%	$11.1112
Unit A-8	24.9'	11.1112%	$11.1112
Unit A-9	45.28'	11.1112%	$11.1112
Unit A-10	25.0'	11.1112%	$11.1112
Unit A-11	44.91'	11.1112%	$11.1112
Unit A-12	24.7'	11.1112%	$11.1112
Unit A-13	47.7'	11.1112%	$11.1112
Unit A-14	25.0'	11.1112%	$11.1112
Unit A-15	25.5'	11.1112%	$11.1112
Unit A-16	28.7'	11.1112%	$11.1112

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SCHEDULE OF BASIC VALUES AND PERCENTAGE OWNERSHIP OF COMMON ELEMENTS FOR STAGE 1

STAGE 1 - DOCKS A THROUGH F

Allocation	$1,000.00
Regime Total	1000.00

Unit Description	Length of Unit	% Interest in Common Elements	Allocation
Unit B-1	24.8'	11.1112%	$11.1112
Unit B-2	24.8'	11.1112%	$11.1112
Unit B-3	24.8'	11.1112%	$11.1112
Unit B-4	24.8'	11.1112%	$11.1112
Unit B-5	24.6'	11.1112%	$11.1112
Unit B-6	24.5'	11.1112%	$11.1112
Unit B-7	24.7'	11.1112%	$11.1112
Unit B-8	24.8'	11.1112%	$11.1112
Unit B-9	24.7'	11.1112%	$11.1112
Unit B-10	24.4'	11.1112%	$11.1112
Unit B-11	25.7'	11.1112%	$11.1112
Unit B-12	24.7'	11.1112%	$11.1112
Unit B-13	25.7'	11.1112%	$11.1112
Unit B-14	24.9'	11.1112%	$11.1112
Unit B-15	24.5'	11.1112%	$11.1112
Unit B-16	25.1'	11.1112%	$11.1112
Unit B-17	24.6'	11.1112%	$11.1112
Unit B-18	25.2'	11.1112%	$11.1112

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EXHIBIT "D"
SCHEDULE OF BASIC VALUES AND PERCENTAGE OWNERSHIP OF COMMON ELEMENTS FOR STAGE 1

STAGE 1 - DOCKS A THROUGH F

Allocation	$1,000.00
Regime Total	1000.00

Unit Description	Length of Unit	% Interest in Common Elements	Allocation
Unit B-19	24.4'	11.1112%	$11.1112
Unit B-20	25.1'	11.1112%	$11.1112
Unit B-21	27.3'	11.1112%	$11.1112
Unit B-22	28.9'	11.1112%	$11.1112
Unit C-1	25.0'	11.11120%	$11.1112
Unit C-2	25.0'	11.1112%	$11.1112
Unit C-3	25.0'	11.1112%	$11.1112
Unit C-4	25.0'	11.1112%	$11.1112
Unit C-5	25.2'	11.1112%	$11.1112
Unit C-6	25.0'	11.1112%	$11.1112
Unit C-7	25.6'	11.1112%	$11.1112
Unit C-8	24.8'	11.1112%	$11.1112
Unit C-9	25.8'	11.1112%	$11.1112
Unit C-10	24.7'	11.1112%	$11.1112
Unit C-11	25.2'	11.1112%	$11.1112
Unit C-12	24.9'	11.1112%	$11.1112
Unit C-13	25.0'	11.1112%	$11.1112

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EXHIBIT "D"
SCHEDULE OF BASIC VALUES AND PERCENTAGE OWNERSHIP OF COMMON ELEMENTS FOR STAGE 1

STAGE 1 - DOCKS A THROUGH F

Allocation	$1,000.00
Regime Total	1000.00

Unit Description	Length of Unit	% Interest in Common Elements	Allocation
Unit C-14	24.8'	11.1112%	$11.1112
Unit C-15	24.5'	11.1112%	$11.1112
Unit C-16	24.6'	11.1112%	$11.1112
Unit C-17	24.7'	11.1112%	$11.1112
Unit C-18	25.0'	11.1112%	$11.1112
Unit C-19	25.3'	11.1112%	$11.1112
Unit C-20	24.9'	11.1112%	$11.1112
Unit C-21	28.7'	11.1112%	$11.1112
Unit C-22	28.1'	11.1112%	$11.1112
Unit D-1	25.7'	11.1112%	$11.1112
Unit D-2	36.0'	11.1112%	$11.1112
Unit D-3	25.7'	11.1112%	$11.1112
Unit D-4	36.4'	11.1112%	$11.1112
Unit D-5	25.4'	11.1112%	$11.1112
Unit D-6	36.3'	11.1112%	$11.1112
Unit D-7	24.7'	11.1112%	$11.1112
Unit D-8	36.2'	11.1112%	$11.1112

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EXHIBIT "D"
SCHEDULE OF BASIC VALUES AND PERCENTAGE OWNERSHIP OF COMMON ELEMENTS FOR STAGE I

STAGE 1 - DOCKS A THROUGH F

Allocation	$1,000.00
Regime Total	1000.00

Unit Description	Length of Unit	% Interest in Common Elements	Allocation
Unit D-9	24.7'	11.1112%	$11.1112
Unit D-10	36.0'	11.1112%	$11.1112
Unit D-11	25.4'	11.1112%	$11.1112
Unit D-12	36.0'	11.1112%	$11.1112
Unit D-13	25.0'	11.1112%	$11.1112
Unit D-14	35.7'	11.1112%	$11.1112
Unit D-15	24.6'	11.1112%	$11.1112
Unit D-16	40.0'	11.1112%	$11.1112
Unit D-17	24.4'	11.1112%	$11.1112
Unit D-18	23.2'	11.1112%	$11.1112
Unit D-19	27.3'	11.1112%	$11.1112
Unit E-1	20.0'	11.1112%	$11.1112
Unit E-2	20.0'	11.1112%	$11.1112
Unit E-3	20.0'	11.1112%	$11.1112
Unit E-4	45.0'	11.1112%	$11.1112

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EXHIBIT "D"
SCHEDULE OF BASIC VALUES AND PERCENTAGE OWNERSHIP OF COMMON ELEMENTS FOR STAGE 1

STAGE 1 - DOCKS A THROUGH F

Allocation	$1,000.00
Regime Total	1000.00

Unit Description	Length of Unit	% Interest in Common Elements	Allocation
Unit F-1	25.0'	11.1112%	$11.1112
Unit F-2	25.0'	11.1112%	$11.1112
Unit F-3	25.0'	11.1112%	$11.1112
Unit F-4	25.0'	11.1112%	$11.1112
Unit F-5	25.0'	11.1112%	$11.1112
Unit F-6	25.0'	11.1112%	$11.1112
Unit F-7	25.0'	11.1112%	$11.1112
Commercial Unit 1-A	N/A		
Commercial Unit 1-B	N/A		
Commercial Unit No. 2	N/A		
Total		1000.00%	$1,000.00
		1000.00%	1,000.00

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EXHIBIT "E"

MARINER'S CAY MARINA
HORIZONTAL PROPERTY REGIME
INITIAL ESTIMATED ANNUAL BUDGET
FOR COMMON ELEMENTS

EXHIBIT "E"

MARINER'S CAY MARINA HORIZONTAL PROPERTY REGIME
INITIAL ESTIMATED ANNUAL BUDGET FOR COMMON ELEMENTS

Yearly

1.	Insurance	$ 38,000.00
2.	Maintenance	$ 35,000.00
3.	Water and Electricity	$ 8,000.00
4	Pest Control	$ 350.00
5.	Reserves	$ 9,125.00
6.	Management	$ 25,000.00
7.	Legal and Accounting	$ 3,000.00
	TOTAL :	$118,475.00

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EXHIBIT "F"

ARTICLES OF INCORPORATION AND BY-LAWS OF THE MARINER'S CAY MARINA COUNCIL OF CO-OWNERS, INC.

Attach is a certified true copy of the Articles of Incorporation and Certificate of Existence

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The State of South Carolina

Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

MARINER'S CAY MARINE COUNCIL OF CO-OWNERS, INC.,
a corporation duly organized under the laws of the State of South Carolina on May 2nd, 2006, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that it is subject to being dissolved by administrative action pursuant to section 33-14-210 of the South Carolina Code, and that the corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 5th day of May, 2006.

Mark Hammond

Mark Hammond, Secretary of State

Note. This certificate does not contain any representation concerning fees or taxes owed by the Corporation to the South Carolina Tax Commission or whether the Corporation has filed the annual reports with the Tax Commission. If it is important to know whether the Corporation has paid all taxes due to the State of South Carolina and has filed the annual reports, a certificate of compliance must be obtained from the Tax Commission.

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

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

MAY 02 2006

SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to Section 33-31-202 of the South Carolina Code of Laws, as amended, the undersigned corporation submits the following information:

1. The name of the nonprofit corporation is Mariner's Cay Marina Council of Co-Owners, Inc.

2. The initial registered office of the nonprofit corporation is 125 Leader Drive (Street Address)

Piedmont	Anderson	South Carolina	29673
City	County	State	Zip Code

The name of the registered agent of the nonprofit corporation at that office is

Gary Benjamin
Print Name

I hereby consent to the appointment as registered agent of the corporation.

Agent's Signature

3. 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.

4. Check "a" or "b", whichever is applicable:

a. ☑ This corporation will have members.

b. ☐ This corporation will not have members.

5. The address of the principal office of the nonprofit corporation is

125 Leader Drive	Piedmont	Anderson	South Carolina	29673
Street Address	City	County	State	Zip Code

6. If this nonprofit corporation is either a public benefit or religious corporation (when box "a" or "b" of paragraph 3 is checked), complete either "a" or "b", whichever is applicable, to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation.

a. ☐ 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 distributed 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

060504-0141 FILED: 05/02/2006
MARINER'S CAY MARINE COUNCIL OF CO-OWNERS, INC.
Filing Fee: $25.00 ORIG

Mark Hammond South Carolina Secretary of State

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exclusively for such purposes.

b. ☐ Upon dissolution of the corporation, consistent with the law, the remaining assets of the corporation shall be distributed to

_____

7 If the corporation is a mutual benefit corporation (when box "c" of paragraph 3 is checked), complete either "a" or "b", whichever is applicable, to describe how the (remaining) assets of the corporation will be distributed upon dissolution of the corporation.

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 the law, shall be distributed to

_____

8. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows (See 33-31-202(c) of the 1976 South Carolina Code of Laws, as amended, the applicable comments thereto, and the instructions to this form)
See Exhibit "A" attached hereto as Additional Provisions of Articles of Incorporation of Mariner's Cay Marina Council of Co-Owners, Inc.

9. The name and address of each incorporator is as follows (only one is required)

Name	Address	Zip Code
Gary Benjamin	125 Leader Drive, Piedmont, SC	29673

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

Name (Only if named in articles)	Signature of director

11. Each incorporator must sign the articles.

Signature of incorporator

Signature of incorporator

Signature of incorporator

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BK V583PG648

Mariner's Cay Marina Council of Co-Owners, Inc.

Name of Corporation

FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.

2. 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.

3. This form must be accompanied by the filing fee of $25.00 payable to the "Secretary of State."

   Return to: Secretary of State
   P.O. Box 11350
   Columbia, SC 29211

4. If this organization is a Political Association it must also be accompanied by the First Annual Report of Corporations and an additional $25.00 fee is required.

NOTE

THE FILING OF THIS DOCUMENT DOES NOT, IN AND OF ITSELF, PROVIDE AN EXCLUSIVE RIGHT TO USE THIS CORPORATE NAME ON OR IN CONNECTION WITH ANY PRODUCT OR SERVICE. USE OF A NAME AS A TRADEMARK OR SERVICE MARK WILL REQUIRE FURTHER CLEARANCE AND REGISTRATION AND BE AFFECTED BY PRIOR USE OF THE MARK. FOR MORE INFORMATION, CONTACT THE TRADEMARKS DIVISION OF THE SECRETARY OF STATE'S OFFICE AT (803) 734-1728.

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EXHIBIT "A"

ADDITIONAL PROVISIONS OF ARTICLES OF INCORPORATION OF MARINER'S CAY MARINA COUNCIL OF CO-OWNERS. INC.

Article I. Definitions

All capitalized terms used herein which are not defined shall have the same meaning as set forth in that certain Master Deed of Mariner's Cay Marina Horizontal Property Regime, recorded, or to be recorded, in the public records, as it may be amended (the "Master Deed"), unless the context indicates otherwise.

Article II. Purposes

The purposes for which The Mariner's Cay Marina Council of Co-Owners, Inc. (the "Council of Co-Owners") is formed are:

(a) to be and constitute the Council of Co-Owners to which reference is made in the Master Deed, to perform all obligations and duties of the Council of Co-Owners, and to exercise all rights and powers of the Council of Co-Owners, as specified in the Master Deed and the By-Laws, and as provided by law; and the interests of the Co-Owners;

(b) to provide an entity for the furtherance of the interests of the Co-Owners.

Article III. Powers

The powers of the Council of Co-Owners shall include and be governed by the following provisions:

(a) the Council of Co-Owners shall have all of the common law and statutory powers conferred upon nonprofit corporations under South Carolina law and all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, By-Laws, or the Master Deed, including without limitation, the power;

(i) to fix, collect, and enforce payment, by any lawful means, of assessments and other charges to be levied against the Units;

(ii) to manage, control, operate, maintain, repair, and improve the Regime and any other Property for which the Council of Co-Owners by rule, regulation, covenant, or contract has a right or duty to provide such services;

(iii) to enforce covenants, conditions, or restrictions affecting any Property to the extent the Council of Co-Owners may be authorized to do so under the Master Deed or By-Laws;

(iv) to engage in activities which will actively foster, promote, and advance the common interests of all owners of Units subject to the Master Deed;

(v) to buy or otherwise acquire, sell, dedicate for public use, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, own, hold, use, operate, grant easements, and otherwise deal in and with real and personal Property of all kinds and any right or interest therein for any purpose of the Council of Co-Owners, subject to such limitations as may be set forth in the Master Deed or By-Laws;

(vi) to borrow money for any purpose, subject to such limitations as may be set forth in the Master Deed or By-Laws;

(vii) to enter into, make, perform, and enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Council of Co-Owners, with or in association with any other association, corporation, or other entity or agency, public or private;

(viii) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firm, or individuals;

(ix) to adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Council of Co-Owners; provided, however, such By-Laws may not be inconsistent with or contrary to any provisions of the Master Deed; and

(x) to provide any and all services to the Regime as may be necessary or proper,

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other rights and powers which may now or here after be permitted by law, The powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the term of any other paragraph of this Article.

(b) The Council of Co-Owners shall make no distributions of income to its members, directors, or officers.

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Article IV. Members

(a) The Council of Co-Owners shall be a membership corporation without certificates or shares of stock. Each Co-Owner shall be a member of the Council of Co-Owners and shall be entitled to vote in accordance with the term of the Master Deed and the By-Laws. The manner of exercising voting rights shall be as set forth in the Master Deed and in the By-Laws of the Council of Co-Owners.

(b) Change of membership in the Council of Co-Owners shall be established by recording in the public records a deed or other instrument establishing record title to real Property subject to the Master Deed, Upon such recordation, the owner designated by such instrument shall become a member of the Council of Co-Owners and the membership of the prior owner shall be terminated.

(c) The share of a Co-Owner in the privileges, rights and assets of the Council of Co-Owners cannot be assigned, hypothecated, or transferred in any manner, except as an appurenance of its Unit.

Article V. Dissolution

The Council of Co-Owners may be dissolved only upon a resolution duly adopted by the Board of Directors and the approval of Co-Owners holding at least two-thirds (2/3) of the votes in the Council of Co-Owners, or such higher percentage as may be required by the South Carolina Horizontal Property Act, South Carolina Code of Laws (1976), Section 27-31-10, et seq., as amended, and the written consent of the Declarant so long as the Declarant owns any Property subject to the Master Deed. Upon dissolution, the assets shall be distributed in accordance with the above Section 7(a) of these Articles.

Article VI. Directors and Officers

(a) The business and affairs of the Council of Co-Owners shall be conducted, managed, and controlled by a Board of Directors, Initially, the Board shall consist of three (3) directors.

(b) The method of election, removal, and filling of vacancies on the Board of Directors and the term of office of directors and officers shall be as set forth in the By-Laws.

(c) The Board may delegate its operating authority to such corporations, individuals, and committees as it, in its discretion, may determine.

Article VII. By-Laws

The By-Laws of the Council of Co-Owners shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the By-Laws. The quorum requirements for meetings of Co-Owners and directors shall be set forth in the Master Deed and By-Laws.

Article VIII. Liability of Directors, Officers and Committee Members

To the fullest extent that South Carolina law, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, officers, and committee members, no director, officer or committee member of the Council of Co-Owners shall be personally liable to the Council of Co-Owners or its members for monetary damages for breach of duty of care or other duty as a director, officer or committee member. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director, officer or committee member for or with respect to any acts or omissions of such director, officer, or committee member occurring prior to such amendment or repeal.

Article IX. Indemnification

Every director, officer, committee member, employee or agent of the Council of Co-Owners shall be indemnified by the Council of Co-Owners to the fullest extent permitted by law against:

(a) reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether or not brought by or on behalf of the Council of Co-Owners, seeking to hold him liable by reason of the fact that he is or was acting in such capacity, and

(b) reasonable payments made by him in satisfaction of any judgment, money decree, fine, penalty, or settlement for which he may have become liable in any such action, suit or proceeding; and whether or not he continues to be such director, officer, or agent at the time of incurring or imposition of such costs, expenses or liabilities.

Notwithstanding the foregoing, no director, officer, committee member, employee or agent of the Council of Co-Owners shall be indemnified by the Council of Co-Owners for any criminal actions or self-dealing.

The Board of Directors shall, in accordance with the By-Laws, take all such action as may be necessary and appropriate to authorize the Council of Co-Owners to indemnify any director, officer, committee member, employee or agent, including, without limitation and to the extent necessary, making a good faith evaluation of the manner in which the claimant for indemnification acted and of the reasonable amount of indemnity due him.

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Such right shall inure to the benefit of the legal representative of any such person and shall not be exclusive of any other rights to which such person may be entitled.

The Board of Directors shall have the power to purchase and maintain insurance on behalf of any director, officer, committee member, employee or agent against any liability which may be asserted against him, and which arises out of, his capacity as such.

Article X. Amendments

(a) The Board of Directors may amend these Articles without Co-Owner approval for those specific purposes permitted under South Carolina law.

(b) These Articles shall be amended, except as provided in (c) below, only by vote of Co-Owners owning seventy-five percent (75%) of the Units and only by and with the consent of Declarant, at any meeting of the Council of Co-Owners duly called for such purpose, following written notice to all Co-Owners, except that no such amendment shall change the rights reserved to Declarant, the boundaries of any Unit, the basic values of the Units and the undivided interest in the Common Elements appertaining thereto, the liability for Common Expenses appertaining to the Units, or rights to Common Profits appertaining thereto.

(c) At all times during the Declarant Control Period, the Declarant may unilaterally amend these Articles for any purpose, Thereafter, the Declarant may unilaterally amend these Articles at any time and from time to time if such amendment is necessary:

(i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination;
(ii) to enable any reputable title insurance company to issue title insurance coverage on the Units;
(iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, to make, purchase, insure or guarantee Mortgage loans on the Units; or
(iv) to satisfy the requirements of any local, state or federal governmental agency,

However, any such amendment shall not adversely affect the title to any Unit unless the owner of such Unit shall consent in writing.

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BY-LAWS OF THE MARINER'S CAY MARINA COUNCIL OF CO-OWNERS, INC,

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ARTICLE I

Name, Location and Membership

Section 1. Name. The organization's name is Mariner's Cay Marina Council of Co-Owners"), (the "Council of Co-Owner's).

Section 2. Location. The principal office of the Council of Co-Owners is _____n, South Carolina, but meetings of the members may be held at such places Directors (the "Board") in accordance with these By-Laws. designated by the Board of Directors.

Section 3. Membership. Each and every record Owner of a fee interest in a Unit will be a member of the Council of Co-Owners (excluding persons who hold such interest under a deed to secure a debt, mortgage or deed of trust), and the Owner shall designate in writing and deliver to the Secretary (from among such Owner or Owners of such Unit) the name of the voting member and the voting member's address, and such voting member shall represent the Owner in connection with the activities of the Council of Co-Owners and exercise the voting rights of the Owner.

Section 4. Suspension of Membership and Voting Rights. During any period in which an Owner shall be in default of the payment of any assessment levied by the Council of Co-Owners, the voting rights of the Owner, and the rights of the Owner, and his tenants and invitees, to use and enjoy the Common Elements, may be suspended by the Board until such time as the assessment has been paid, Such rights may also be suspended by the Board for the violation of the published rules with respect to the use of the Common Elements as published from time to time by the Board, Section 5. Applicability, These By-Laws are applicable to all Units and Common Property in the Regime, and are binding on all present or future Owners, their tenants, guests, invitees, and any other person using or occupying a Unit. Each and every person who accepts a deed to, a lease of, or who occupies any Unit thereby consents to be bound by the provisions of these By-Laws and the Master Deed.

ARTICLE II

Definitions

The terms used in these By-Laws, unless the context requires otherwise or unless otherwise specified herein, shall have the same meaning as in the Master Deed to which these By-Laws are annexed.

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ARTICLE III

Property Rights and Rights of Enjoyment

Each Owner shall be entitled to the use and enjoyment of the Common Elements as provided in the Master Deed. An Owner may assign his right of enjoyment and use of the Common Elements to his guests or to his tenants who use the Unit, provided the Owner notifies the name or names of any such assignees, the Secretary in writing of

ARTICLE IV

Meetings of Council of Co-Owners

Section 1. Place of Meetings. Meetings of the Council of Co-Owners shall be held in Folly Beach or Charleston, South Carolina at such suitable place as may be designated by Board.

Section 2. Annual Meetings. The first Annual meeting of owners shall be called by Declarant and shall be held in September, 2004, Thereafter, regular annual meetings shall be held in September of each calendar year as set by the Board.

Section 3. Special Meetings. Special meetings may be called at any time by (a) the Commodore, (b) by resolution of the Board, or upon (c) the receipt by the Secretary of a petition signed by Owners holding greater than twenty-five per cent (25%) of the total vote of the Council of Co-Owners, The call of a special meeting shall be by notice stating the date, time, place, purpose and order of business of such meeting. Only the business stated in the notice may be transacted at a special meeting except by the written consent of seventy-five percent (75%) of the Owners present.

Section 4. Notice of Meetings. The Secretary shall mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner at the last address of such Owner furnished to the Secretary at least fifteen (15) days but not more than thirty (30) days prior to such meeting. Mailing notices as herein provided shall be deemed delivery thereof. Any Owner may waive notice of the meeting in writing either before or after the meeting. Attendance of an Owner at a meeting, either in person or by proxy, except for the purpose of stating, at the beginning of the meeting, any objection to the transaction of business, shall constitute waiver of notice and any objection of any nature whatsoever as to the transaction of any business at such meeting, Notice given to one tenant in common, shall be deemed notice to all Owners of a Unit. It is the responsibility of each Owner to maintain a current mailing address with the Secretary

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

a. Roll call and confirming of proxies.
b. Proof of notice of meeting or waiver of notice.
c. Reading of minutes of preceding meeting.
d. Reports of officers.
e. Reports of committees, if any.
f. Election of Board.
g. Unfinished business,
h. New business.
i. Adjournment.

The order of business at a special meeting shall include items a through c above and then items specified in the meeting notice.

Section 6, Quorum. At all meetings, regular or special, a quorum shall consist of the presence in person or by proxy, of Owners holding greater than twenty percent (20%) of the total votes in the membership.

Section 7. Voting Rights. Each Owner will be entitled to a vote and the value of such vote will be the same as the Percentage Interest of such Owner as defined in the Master Deed.

Section 8. Proxy. Votes may be cast in person or by written proxy. Proxies must be filed with the Secretary at or before the designated time of each meeting.

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

Section 10. Actions Without Meeting. Any action which may be taken at a meeting of the membership may be taken without a meeting if a consent or ratification, in writing, setting forth the action so taken or to be taken, shall be signed by persons who would be entitled to cast seventy-five (75%) percent of the votes of membership of the Council of Co-Owners at a meeting, and such consent is filed with the Secretary.

ARTICLE V

Board of Administration

Section 1. Number. The business and affairs of the Council of Co-Owners shall be governed by the Board. The initial Board shall consist of three (3) individuals whose names are set forth in the Articles of Incorporation. Each member of the Board shall be at least twenty-one (21) years of age

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and must be a partial Owner of a Unit or a partner or officer in an entity that owns a Unit. Each person shall hold office until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualified. The initial members of the Board will serve until the first annual meeting of the Council of Co-Owners at which time there will be three (3) members of the Board elected which shall be the permanent number of Board members.

Section 2. Power and Duties. The Board shall manage and direct the affairs of the Council of Co-Owners and, subject to any restrictions imposed by law, the Master Deed or these By- Laws, may exercise all the powers of the Council of Co-Owners. The Board shall exercise such duties and responsibilities as shall be incumbent upon it by law, the Master Deed or these By-Laws as the Board may deem necessary or appropriate in the exercise of its powers, including without limitation:

(a) the establishment and collection of assessments and charges from the Owners and the imposition of fines, all as set forth in the Master Deed,

(b) the establishment and amendment from time to time of reasonable rules governing the use of the Common Elements;

(c) the employment and dismissal of personnel necessary for the maintenance and operation of the Common Elements, and

(d) the election of officers.

Section 3. Management. The Board may employ a management agent under such terms and conditions as the Board may authorize, and such managing agent shall have such duties and shall receive such compensation as determined by the Board.

Section 4. Election and Term of Office. At the first annual meeting of the Council of Co-Owners, the Owners shall elect five (5) Board members,

Section 5. Vacancies. Vacancies on the Board caused by any reason other than the removal of a member by a vote of the Council of Co-Owners shall be filled by vote of the majority of the remaining members of the Board, and each person so elected shall serve until a successor is elected at the next annual meeting. Vacancies caused by removal of a member by a vote of the Council of Co-Owners shall be filled by vote of the Council of Co-Owners at the same meeting at which the Board member was removed.

Section 6. Removal. At any regular or special meeting of the Council of Co-Owners duly called, anyone or more of the Board may be removed with or without cause by a vote of seventy- five per cent (75%) of the total votes of the Council of Co-Owners, and a successor may then and there be elected to fill the vacancy thus created, Any Board member whose removal has been proposed by an Owner shall be given an opportunity to be heard at such meeting. Sale of his Unit by a Board member shall automatically terminate his term of office.

Section 7. Regular Meeting. The first regular meeting of the Board shall be held immediately

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following the first Annual meeting of the members of the Council of Co-Owners and regular meetings thereafter shall be held on such dates and at such place and hour, but not less frequently than annually, as may be fixed from time to time by resolution of the Board, Notice of regular meetings of the Board shall be given to each Board member, personally or by mail, telephone or facsimile, at least three (3) days prior to the date of such meeting.

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

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

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

Section 11. Compensation. No Board member shall receive compensation for any service he may render to the Council of Co-Owners nor shall the Council of Co-Owners make any loan, directly or indirectly to a Board member; provided, however, a Board member may be reimbursed for expenses incurred in the performance of his duties, provided such are approved by the Board.

Section 12. Action by Board Without a Meeting. The Board shall have the right to take any action which it could take at a meeting by obtaining the written approval or ratification of all members of the Board, Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 13. Liability. To the extent permitted by South Carolina law in effect at the applicable time, each Board member shall be indemnified by the Council of Co-Owners against all liabilities and expenses, including attorney's fees, reasonably incurred and imposed upon him in connection with any proceeding to which he may be made a party or in which he becomes involved by reason of his being or having been a Board member (whether or not he is a member of the Board at the time such expenses and liabilities are incurred) except in such cases where the BOAR member is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties.

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ARTICLE VI

Officers

Section 1. Number and Election. There shall be elected annually by and from the Board a Commodore, Vice Commodore, and a Secretary-Treasurer, The Board may also elect from time to time such other officers as in their judgment may be needed (for example, a legal counselor, security/safety officer and dock master), which other officers need not be Board members.

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

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

(a) Commodore. The Commodore shall be the chief executive officer and shall preside at all meetings of the Board and the Council of Co-Owners. He shall form committees consisting of members of the Council of Co-Owners as in his opinion are necessary, shall co-sign with another officer all contracts, checks, promissory notes, mortgages and similar documents, if any, and shall perform such other duties as may be delegated to him by the Board. He shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the laws of South Carolina,

(b) Vice Commodore. The Vice Commodore shall take the place of the Commodore and perform his duties when the Commodore shall be absent or unable to act. If neither the Commodore nor the Vice Commodore is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice Commodore shall also perform such other duties as shall from time to time be directed to him by the Board. He shall have all the general powers and duties incident to the office of vice president of a corporation organized under the laws of South Carolina.

(c) Secretary/Treasurer. The Secretary/Treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Council of Co-Owners; keep appropriate current records, showing the members of the Council of Co-Owners, together with their addresses and the names of those voting members entitled to vote; keep custody of and attest the seal of the Council of Co-Owners; and perform such other duties as may be required of him by the Board or incident to the office of the secretary of a corporation organized under the laws of South Carolina. The Secretary/Treasurer shall also be responsible for the monetary funds of the Council of Co-Owners, shall prepare financial reports of the activities of the Council of Co-Owners, and shall perform such duties as may be designated by the Board or incident to the laws of South Carolina.

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Section 4. Compensation. Officers shall not be compensated on a regular basis for the ordinary services rendered to the Regime incident to their offices, nor shall the Council of Co-Owners make loans, directly or indirectly, to any officer; however, the officers may be reimbursed for expenses incurred on behalf of the Council of Co-Owners.

Section 5. Liability. To the extent permitted by South Carolina law in effect at the applicable time, each officer shall be indemnified by the Council of Co-Owners against all liabilities and expenses, including attorney's fees, reasonably incurred and imposed upon him in connection with any proceeding to which he may be made a party or in which he becomes involved by reason of his being or having been an officer of the Council of Co-Owners (whether or not he is an officer at the time such expenses and liabilities are incurred) except in such cases where the officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Council of Co-Owners. Such indemnity shall be subject to approval by the members of the Council of Co-Owners only when such approval is required by the laws of South Carolina.

ARTICLE VII

Obligations of the Owners

Section 1. Assessments. All Owners are obligated to pay assessments imposed by the Board as provided in the Master Deed, which may include, without limitation, the expenses associated with liability insurance coverage and/or hazard insurance coverage for repair and reconstruction of the Units and the Common Elements, repair and maintenance of the same, property taxes and the establishment of a reserve funds, An Owner is required to reimburse the Council of Co-Owners for any expenses incurred by it in repairing or replacing Common Elements damaged by such Owner, said reimbursement to be made within 30 days of written notice, and with late reimbursements being subject to ten (10%) percent late charge.

Section 2. Right of Entry. Each and every Owner by accepting a deed to a Unit thereby grants to the Board, or such person designated by the Board, the right to enter the Unit at reasonable times regardless of whether such Owner is present at such time.

Section 3. Mortgage Notices. An Owner who mortgages or otherwise liens his Unit shall notify the Secretary of the Board of the name and address of his mortgagee, or the holder of such security instrument, and hereby authorizes the Board to furnish such information as such mortgagee may request respecting unpaid assessments, taxes or other reasonable information concerning such Unit.

Section 4. Conduct of Members.

(a) All Owners, their guests, invitees and tenants, and each and every ccupant of a Unit

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must at all times observe the published rules of conduct which may be established from time to time by the Board.

(b) The Board shall promulgate and amend rules and regulations for the use of the Units and the Common Elements which shall be called the Rules of Conduct and shall be kept by the Secretary in a separate book for such purpose.

(c) Subject to the limitations in the Master Deed, the Board shall have the full power and authority to fine, suspend, or place on probation for each single infraction, any Owner, or his invitees, family members or guests, or take other appropriate action for a violation of the Rules of Conduct. Any Board member shall have the right to suspend the violator from temporary use of the Common Elements without notice or hearing, subject to a subsequent hearing on the violation as set forth herein.

(d) Subject to the Master Deed, the Board shall have the full power and authority to suspend any Owner (and his family members, invitees and tenants) from the use of the Common Elements for the failure to pay when due any assessment payment.

ARTICLE VIII

Amendments

Section 1. Amendment. These By-Laws may be amended by a vote of not less then seventy-five percent (75%) of the total vote of the percentage interests in the Regime at a duly constituted meeting for such purpose, in strict accordance with the Master Deed and the laws of South Carolina. Any amendments shall be set forth in proper form and duly recorded, Each and every Owner, by accepting a deed, thereby agrees to be bound by and benefit from any such amendment hereto.

Section 2. Conflicts. In the event of any conflict between the provisions of the Master Deed and these By-Laws, the provisions of the Master Deed shall control.

CERTIFICATION

The undersigned hereby certifies that the foregoing By-Laws constitute a true and correct copy of the By-Laws of the Council of Co-Owners, as duly adopted at a meeting of the Owners.

Acting Secretary, Council of Co-Owners

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EXHIBIT "G"

MARINER'S CAY
OPERATIONS AND MAINTENANCE MANUAL

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MARINER'S CAY
Operations and Maintenance Manual

Marina Facility
Mariner's Cay Drive
Folly Beach, South Carolina

Submitted to:

SCDHEC-OCRM
1362 McMillan Avenue, Suite 400
Charleston, South Carolina 29405

Submittal Date:

Submitted by:

SUNCOAST PROPERTIES OF SOUTH CAROLINA, LLC
Post Office Box 30412/2040 Savage Road
Charleston, South Carolina 29417

BK V583PG666

Operations and Maintenance Manuel

Marina Facility
Mariner's Cay Drive
Folly Beach, South Carolina

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Operations and Maintenance Manuel

Marina Facility
Mariner's Cay Drive
Folly Beach, South Carolina

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Operations and Maintenance Manuel

Marina Facility
Mariner's Cay Drive
Folly Beach, South Carolina

1.0 Introduction/Marina Operations

The Mariner's Cay Marina facility (MCM) is located at Marina Cay Drive in Folly Beach, South Carolina. The location of this site is shown on Figure 1, which was included in the South Carolina Department of Health and Environmental Control - Office of Ocean and Coastal Resource Management (SCDHEC-OCRM) and US Army Corps of Engineers, Charleston District Permit No. 1992-3T-287-P. an excerpt from the United States Geologic Survey (USGS) 7.5-minute James Island quadrangle map of Charleston County, South Carolina. As shown on Figure 1, the marina is located on the Folly River in Folly Beach, Charleston County, South Carolina. This Operations and maintenance (O&M) Manual has been prepared to fulfill the requirements of the SCDHEC-OCRM P/N No. 1992-3T-287-P.

1.1 General Description of Marina

MCM is a commercial marina facility. The purpose of the marina facility is to provide the general public with access to the Folly River and the waterways in and around Folly Beach and Charleston. Fuel will be offered at MCM. Boat maintenance will not be offered as MCM. MCM is a basin-type marina with dock space to accommodate approximately 90 wet slips. Boat slips at MCM allow for docking of vessels ranging in size from 20 to 45 feet. Marina layout and cross sections of docks are shown on Figures 2 and 3, which are excerpts from the permits listed below.

As noted above, the MCM facility is a commercial marina. The MCM facility will have electrical hook-ups, potable water, restrooms, and a sewage/wastewater pump-out facility. The MCM facility will not offer boat maintenance or repair services. Seventy-three (73) parking spaces will be located in the marina parking lot. (See Figure 4.) Restrooms will be available between the hours of 9:00 AM and 5:00 PM and will be located as shown on Figure 2. Based on this information, the items noted below in Section 2.0 that are not applicable will be marked as such.

1.2 Permits Issued Authorizing Marina and Facilities

The permits listed below have been issued to MCM for its marina facility. Copies of selected permits are included in Appendix IV.

1) South Carolina Department of Health and Environmental Control (SCDHEC) Ocean and Coastal Resource Management (OCRM) and US Army Corps of Engineers (COE) Permits No. 1992-3T-287-P. Both permits were issued to construct a new marina at an existing marina location, including maintenance dredging. The SCDHEC-OCRM permit was issued on April 9, 2003, and expires on April 19, 2008. The COE permit was issued on November 29, 2003, and expires on December 31, 2009. The COE permit was modified on March 17, 2005 to allow relocation of the main floating walkway. The SCDHEC-OCRM permit was modified on the following dates: June 24, 2004, August 25, 2004, October 14, 2004 and July 7, 2005. Please see Appendix IV for copies of the permits and amendments.

1.3 Marina Operations

The MCM representative responsible for daily marina operations is:

Mr. Skip Crosby
Telephone: 843-819-1089

All slip owners and marina users must comply with all State and Federal regulations governing marina operations. The MCM sales agreement indicates that failure to comply with State and Federal marina regulations as well as MCM regulations will result in termination of the agreement. Any violation to these regulations is to be reported to marina personnel. A copy of the MCM Dockage Agreement is included in Appendix I.

Currently MCM does not perform water quality testing at its marina facility. As noted above, the purpose of the marina facility is to provide access to the waterways in and around the Folly River and safe moorage for privately owned vessels. The MCM operates its marina in accordance with applicable sections of SCDHEC-OCRM's Marina Regulations (R.30-12.E). A copy of the regulations is included in Appendix II.

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The MCM will maintain a copy of the Operations and Maintenance Manual, which contains all marina permits and amendments, in the facility office. The manual is available for review during normal marina operating hours from 9:00 AM to 5:00 PM.

The MCM marina facility is accessible 24 hours a day, 7 days per week. However, the restrooms are only available during normal operating hours of 9:00 AM to 5:00 PM.

2.0 Water Quality Management/Pollution Prevention Strategies

As noted above, the MCM currently does not perform water quality testing. As mentioned in Section 1.0, the purpose of the marina facility is to provide the public access to the waterways in and around the Folly River and safe moorage for vessels.

2.1 General Information

General information on the MCM facility is presented below. Please note that items presented below that are not applicable to the MCM facility are marked as such.

2.1.1 Waterbody Classification

The MCM facility is located on the Folly River in Folly Beach, South Carolina as shown on Figure 1. The waterbody classification for this area is Class SFH. A copy of the SCDHEC Water Classifications and Standards, R61-68/69 is included as Appendix III.

2.1.2 Facilities and Services Relating to Water Quality Management and Pollution Prevention

Restroom facilities are available during normal operating hours from 9:00 AM to 5:00 PM. The MCM facility does have pump-out services, but does not have boat maintenance and/or repair facilities. Fueling is available. There are absorbent pads and containment booms available at the ships store in case of incidental fuel spills, leaking boats, or a sunken boat.

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2.1.3 Marina Policy Related to Water Quality Management and Pollution Prevention Strategies

The MCM's policy related to water quality management and pollution prevention strategies is intended ton conform to SCDHEC-OCRM's Marina Regulations R.30-12.E.6(b). A copy of R.30-12.E is included in Appendix II. MCM has retained General Engineering and Environmental, LLC to perform spill clean up services in the event of a fuel spill. Emergency spill kits containing absorbent booms are located in the Ship's Store at the fixed pier. Marina staff will adhere to best management practices in order to limit spills and discharges.

2.1.4 Live-Aboard Management

Live-aboards will not be allowed at the MCM facility; therefore, this section is not applicable. Live-aboards are defined as persons spending three or more days on a vessel. The Dockmaster will be allowed to live aboard and exercise security after hours.

2.2 Sewage Pollution and Management and Wastewater Pumpout Facilities

The MCM facility will offer a DHEC-certified sewage/wastewater pump-out system located on the main walkway. The pump-out facility is a 1.5 house power, 30 gallons per minute KECO double-pump series 800Dockside model with a maximum discharge pressure of 12 PSI. No fee will be charged for use of the pump-out facility at MCM. However, the pump-out facility may only be used by slip owners; the general public will not be allowed to use the pump-out facility.

2.2.1 Restroom Facilities

Restroom facilities are available during normal operating hours from 9:00 AM to 5:00 PM and are located in the Ship's Store. (See Figure 2 for location.) These facilities discharge to the City of Folly Beach Sewerage System.

The men's restroom facility has one toilet, one urinal, one lavatory and one shower. The women's restroom facility has two toilets, one lavatory and one shower.

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2.2.2 Contingency Plans for Wastewater Discharge or Spill

MCM has developed a contingency plan for the spill of oil and other hazardous substances to meet the objectives of the State of South Carolina Contingency Plan for Spills and Releases of Oil & Hazardous Substances. Copies of the MCM and South Carolina Contingency Plans are included in Appendix V. All reporting, containment, and clean up shall be conducted in accordance with the contingency plans for fuel and oil spills.

2.2.3 Litter/Trash management and Recycling

At least 5 trash receptacles will be maintained throughout the marina facility at all times. Trash receptacles will be located at the heard of each floating dock, as well as at the base of the entrance into the marina office. Trash receptacles will be policed and emptied at least once daily. Items such as used batteries and used oil will not be left sitting on the dock overnight.

2.2.4 Marina Wastewater Pump-out and Sewage Pollution management Regulations

Copies of the MCM Rules and Regulations shall be available for review and/or distribution from the office located in the Ship's Store.

2.3 Fueling System and Facilities and Oil Pollution Management

MCM will provide a fueling facility.

2.3.1 Description of Fueling System and Facilities and Oil Pollution Management

The fueling system will be Legacy / Highline Dispense Containment System. A 4" PVC line to be installed as chase pipe.

2.3.2 Pollution Strategies

The MCM is subject to state and federal regulations concerning discharge of petroleum products into open waters. Marina operations relative to this aspect shall be carried out according

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to South Carolina Code of Laws and Federal Regulation as enforced by SCDHEC and the U.S. Coast Guard.

2.3.3 Fuel or Oil Spill Response

The Harbor master will be responsible for training of personnel. The Harbor Master shall be knowledgeable in the handling and operation of vessels utilizing the marina. He shall be experienced in marina management and the use of safety related equipment. Deck hands shall be trained for all responses associated with the marina. Please refer to "Contingency Plan for Spill of Oil and Other Hazardous Substances" included in Appendix V.

2.3.4 Water Quality Monitoring Program

Not applicable.

2.3.5 Stormwater Management

Existing Marina; therefore not applicable.

2.3.6 Potable Water Supply System

Potable water is available at the MCM. Each slip has its own faucet that is connected to the City of Folly Beach public water supply.

3.0 Contingency Plan for Spill of Oil and Other Hazardous Substances

The Harbor master shall immediately notify SCDHEC and the U.S. Coast Guard in the event of oil or fuel discharge. Fuel spillage shall be contained by deployment of a floating sorbent boom and/or sorbent pads, as required. These materials shall be conveniently stored for immediate access. In the event of a major spill, the following procedures will be followed. The source of the spill will be identified and shut-off. The sorbent containment booms and pads shall be deployed to confine spillage as much as possible. The SCDHEC and USCG shall be notified immediately. Local spill

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clean up contractors (General Engineering and Environmental) shall be called and mobilized as soon as possible to remove the spillage. Please refer to "Contingency Plan for Spill of Oil and Other Hazardous Substances" included in Appendix V.

4.0 Marina Rules and Regulations

Marina rules and regulations for the MCM marina facility are available at the facility office, and a copy is included in Appendix I. In addition, the Harbor Master shall maintain a disaster preparedness plan to address the procedures for marina securing in the event of severe weather. The plan shall be reviewed periodically with the Charleston County Emergency Preparedness Office. Telephone and wireless communications shall be maintained in the marina office. A map of the Charleston County area shall be prepared by the Harbor Master identifying safe harbors of refuge for boat evacuation. Disaster preparedness equipment, which may include items such as first-aid kits, stretchers, flares, personal floatation devises, blankets, radios, and batteries, shall be stowed in or near the Harbor master's office.

5.0 Dredging

Per the conditions on the SCDHEC-OCRM permit, dredging is not required.

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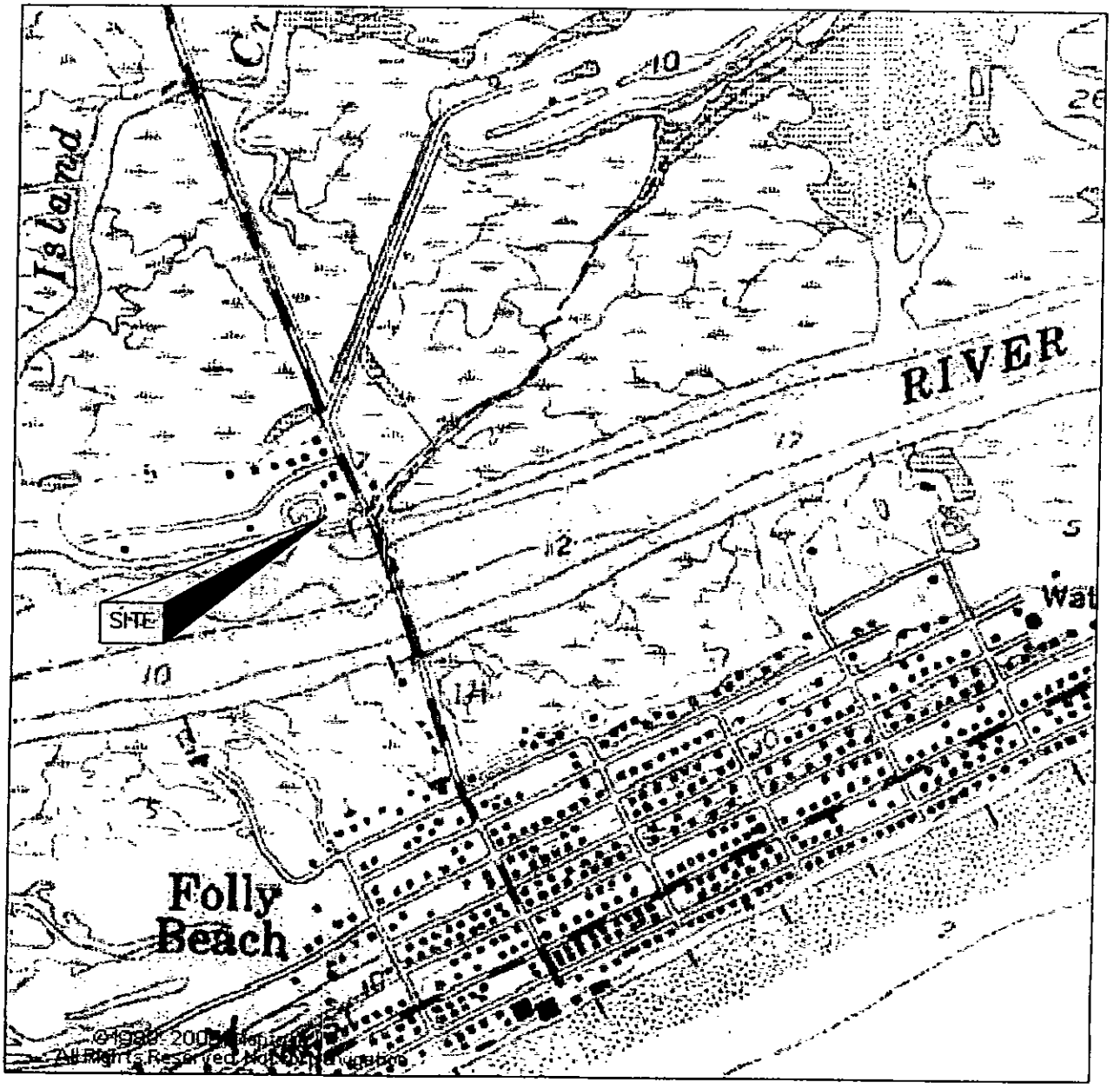
FIGURES



LOCATION MAP

NO SCALE

PROPOSED: MARINER'S CAY DOCK MODIFICATION ADJACENT OWNERS: 1. MARINERS CAY HOME OWNERS ASSOCIATION	LOCATION MAP NOT TO SCALE	PROPOSED: MARINER'S CAY DOCK MODIFICATION IN: FOLLY BEACH, SC COUNTY OF: CHARLESTON APPLICATION BY: EDWARD CLARK P/N #/: TBD DATE: MARCH 17, 2006

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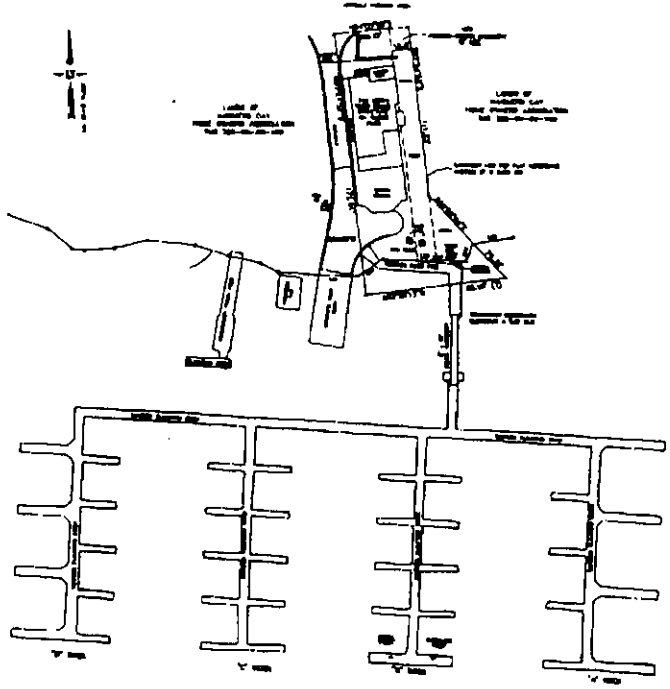

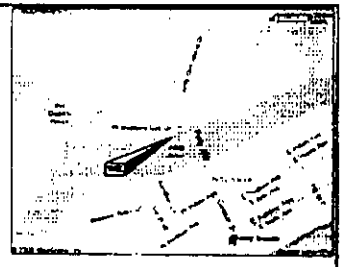

LOCATION MAP
NO SCALE

LANDWARD SURVEY NOTES

FOLLY RIVER

CERTIFICATION NOTE

GRAPHIC SCALE

ARCADIS

SHIPS STORE, EASEMENT AND MARINA FACILITIES
MARINERS CAY MARINA AT MARINERS CAY
CITY OF FOLLY BEACH
CHARLESTON COUNTY, SOUTH CAROLINA
SUNCOAST PROPERTIES OF SOUTH CAROLINA, LLC

LAND DEVELOPMENT DIVISION
EXIBIT TO
OPERATION & MAINTENANCE
MANUAL

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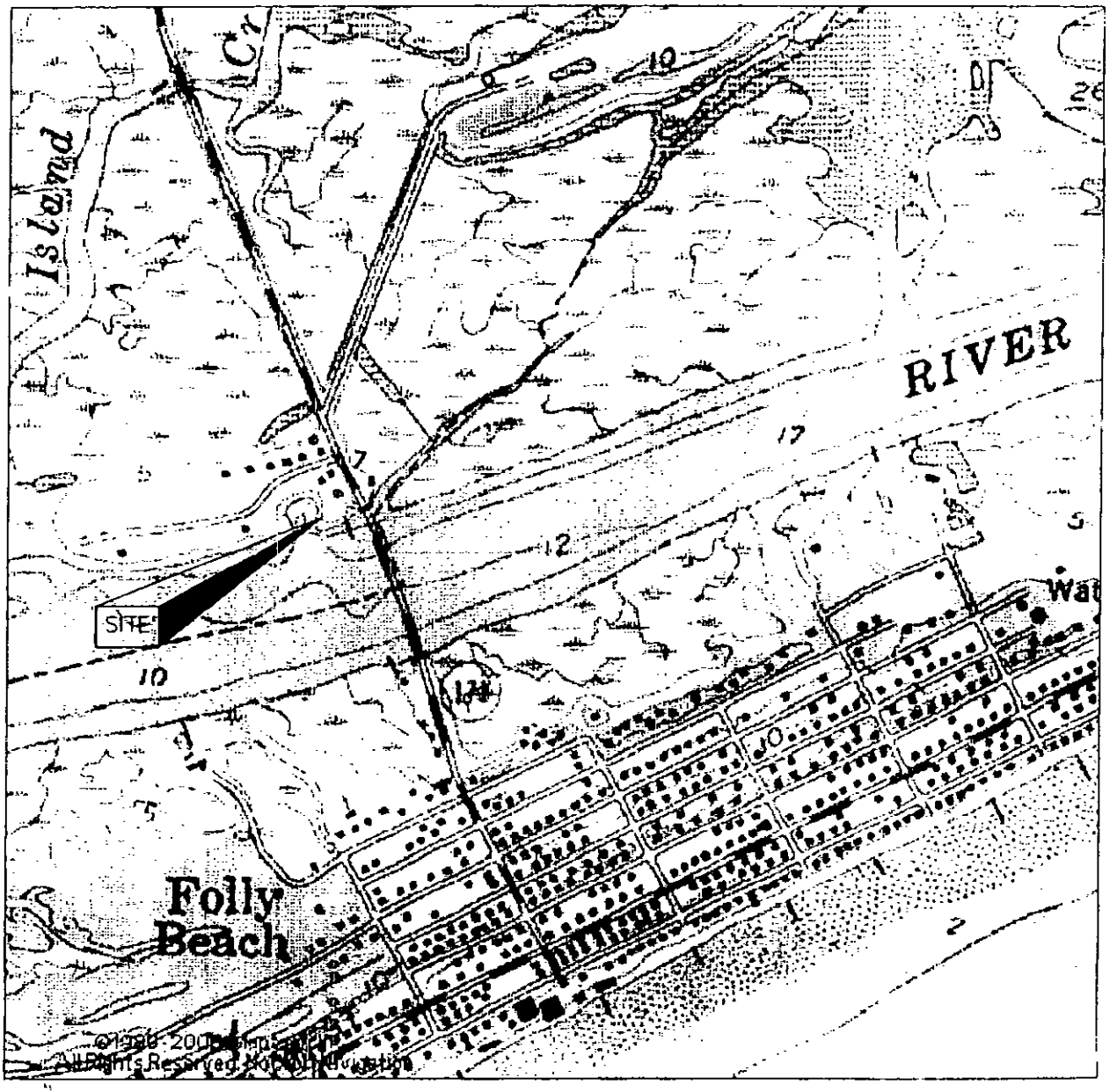

LOCATION MAP

NO SCALE

PROPOSED: MARINER'S CAY DOCK MODIFICATION ADJACENT OWNERS: 1. MARINERS CAY HOME OWNERS ASSOCIATION	LOCATION MAP NOT TO SCALE	PROPOSED: MARINER'S CAY DOCK MODIFICATION IN: FOLLY BEACH, SC COUNTY OF: CHARLESTON APPLICATION BY: EDWARD CLARK P/N #/: TBD DATE: MARCH 17, 2006

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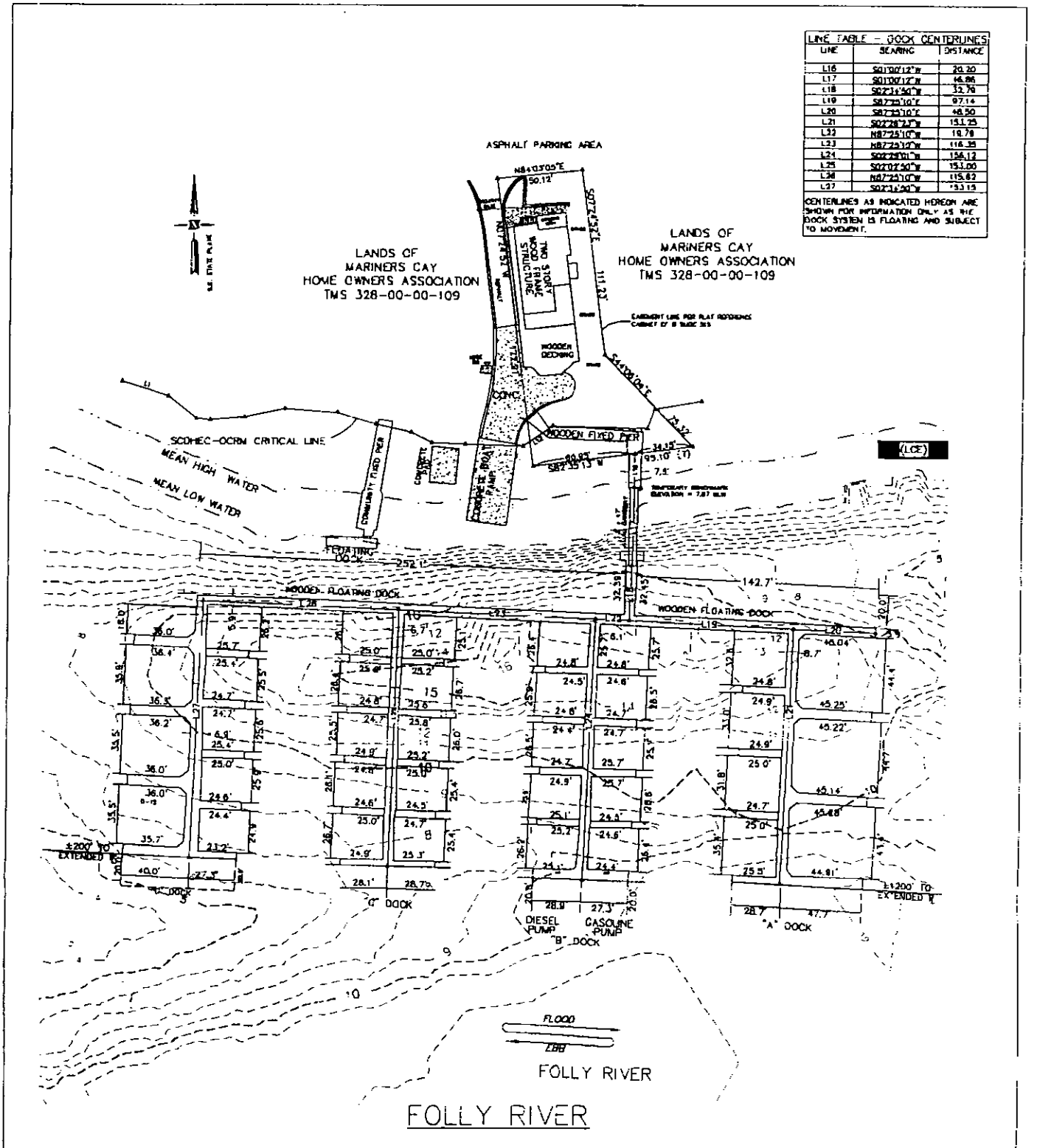

FOLLY RIVER

PROPOSED: MARINER'S CAY DOCK MODIFICATION ADJACENT OWNERS: 1. MARINERS CAY HOME OWNERS ASSOCIATION	DOCK SURVEY SCALE :"=80' ROA 5433	PROPOSED: MARINER'S CAY DOCK MODIFICATION IN: FOLLY BEACH, SC COUNTY OF: CHARLESTON APPLICATION BY: EDWARD CLARK P/N #/: TBD DATE: MARCH 17, 2006

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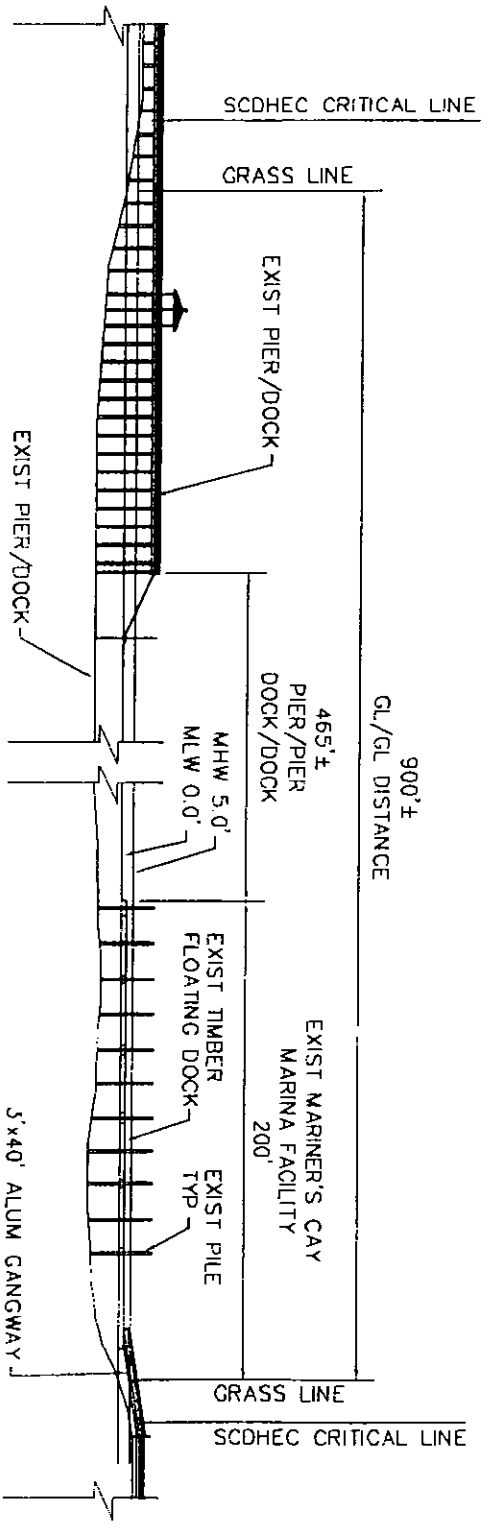
DOCK CROSS SECTION



PROPOSED: MARINER'S CAY DOCK MODIFICATION ADJACENT OWNERS: 1. MARINERS CAY HOME OWNERS ASSOCIATION	DOCK CROSS SECTION SCALE 1"=80'	PROPOSED: MARINER'S CAY DOCK MODIFICATION IN: FOLLY BEACH, SC COUNTY OF: CHARLESTON APPLICATION BY: EDWARD CLARK P/N #/: TBD DATE: MARCH 17, 2006

APPENDIX I

DOCKAGE AGREEMENT AND

MARINA RULES AND REGULATIONS

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MARINER'S CAY MARINA
DOCKAGE AGREEMENT

DATE _____

THIS AGREEMENT is made between Mariner's Cay (hereinafter referred to as "Mariner's Cay Marina") and the undersigned boat owner, hereinafter "Owner".

OWNER'S NAME _____
MAILING ADDRESS _____
CITY _____ STATE _____ ZIP _____
PHONE _____ ALTERNATE _____
BOAT NAME _____ HOME PORT _____
DOCUMENT/REGISTRATION NUMBER _____
OVERALL LENGTH _____ BEAM _____ DRAFT _____

SLIP NO. _____ RATE IS $ _____ PER _____

SLIP DEPOSIT PAID $ _____ Rec'd By: _____

DATE ENTERING SLIP _____ DATE VACATING _____

Term of the agreement begins "date entering slip" above. Term ends on "date vacating", provided however that if "date vacating" is more than 7 days later than "date entering", then Mariner's Cay Marina, at its sole discretion, may terminate this agreement upon 7 days notice to the Owner. Mailing by certified mail to above mailing address shall constitute delivery of notice to owner. Mailing certified mail to 125 Leader Drive, Piedmont, SC 29673, shall constitute delivery hereunder of any notice to Mariner's Cay Marina.

Mariner's Cay Marina is in the business of renting berthing spaces for watercraft vessels, such spaces generally referred to as "wet slips". Owner desires to rent such a berthing space for the vessel described above. Mariner's Cay Marina and Owner hereby enter into an agreement to provide for the rental of such berthing space as described above and to be governed by the terms and conditions set forth herein.

It is understood that:

1. Mariner's Cay Marina shall have a lien against the above described boat, her appurtenances and contents, for unpaid sums due it for damage caused to any docks, property, or person at Mariner's Cay Marina, and/or for past due slip rental or other charges. The owner shall be responsible for all attorney's fees and costs incurred by Mariner's Cay Marina for collecting unpaid sums or otherwise for enforcing the rights of Sunset Cay marina under this agreement.

2. This agreement is for the use of dock space only. Such space is to be used at the sole risk of the owner. **Mariner's Cay Marina shall not be responsible or liable for the care of**

the protection of the boat, including her gear, equipment and contents, or for any loss or damage of whatever kind or nature to the boat, her contents, gear or equipment. The undersigned owner, on behalf of itself, its guests, invitees, employees or agents, agrees to hold harmless Mariner's Cay Marina from any negligence and/or negligent acts by Mariner's Cay Marina, its employees and/or agents. The undersigned owner further agrees to indemnify Mariner's Cay Marina for any and all losses suffered by Mariner's Cay Marina arising from the use of this dock space by the owner or anyone else acting on behalf or through the owner.

3. In the event of any emergency Mariner's Cay Marina reserves the right to move boats to other storage areas. It is expected that boat owners keeping their boats at Mariner's Cay Marina during the hurricane season will have made arrangements for the safe and sheltered storage of their boats elsewhere on the approach of a storm. In the event of a threatened tropical storm. Mariner's Cay Marina, at the discretion of its Dockmaster reserves the right to evacuate unattended boats at the owner's expense and risk. Provided, however, that notwithstanding the above reservation of rights regarding the moving of boats, Mariner's Cay Marina has absolutely no responsibility to take such action. The owner accepts sole responsibility for the safekeeping of his boat in any and all circumstances and agrees to hold Mariner's Cay Marina harmless in respect to same.

4. Slip rentals for monthly or weekly terms require a security deposit equal to the rent for one week. Slip rentals for daily terms require a deposit equal to the rent for 1 day. Slip rentals for annual terms require a deposit equal to the rent for 1 month. Such deposits are payable in advance, and are refundable at the conclusion of the rental term, provided that no sums are owed to Mariner's Cay Marina for slip rent, or any damages, or any breach of this agreement, or other charges. All slip rental is payable in advance for the rental term. Slip rent for annual slip rental agreements may be paid in monthly installments with each respective monthly installment payment payable in advance. A 20% surcharge is imposed for installment payments. Any breach of this agreement or any of the associated agreement or any default in any installment payment will cause all remaining installment payments to become immediately due and payable.

5. The rental rate and rental term are set forth above. In the event the slip is vacated prior to the end of the stated rental term, any time remaining in the rental term is considered forfeited by Owner. If the subject slip is vacant for any 7 consecutive days within the stated rental term above, Mariner's Cay, at its sole discretion, may consider the subject slip vacated, any time remaining in the rental term forfeited by Owner, and re-let the slip. However, if, during the rental term, Owner has given written due notice in advance to Mariner's Cay that Owner intends to cause the vessel to be away from the slip, then Mariner's Cay will not consider the subject slip vacated, in which even Mariner's Cay may re-rent the subject slip for the period or any part of the period during which the Owner has advised the vessel will be away from the slip. and Mariner's Cay shall be entitled to retain in full all such rental fees collected, and Owner shall be entitled to no adjustment whatever for any such periods vessel is away from the slip. **There will be no pro rata rent refunds for slips vacated prior to the end of any rental term or any part of the rental period during which vessel is away from or not**

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using the slip. There will be no refund of unearned rent in the event of termination by either party for any reason. It is expressly agree that the Owner may not sublet the subject slip. Owner may, however, substitute a newly acquired vessel of the same dimensions for the vessel described above provided the Owner described above is, in fact, the bona fide owner of any such substituted vessel.

6. The owner agrees to comply with the dockside procedures as listed in this agreement and as attached to and made further a part of this agreement. Breach of this agreement or violation of these dockside procedures is cause for immediate termination of the agreement. In such event Mariner's Cay marina may remove the boat from her space, and place the boat in dry storage if necessary at the owner's risk and expense and retake possession of the space. In the event the boat is not claimed within thirty (30 days after notice has been sent to the above-referenced address, the boat will be deemed abandoned and Mariner's Cay Marina shall have full right to sell or otherwise dispose of the boat without any further authority from the owner and without recourse to the owner. The owner further agrees that in the event any boat cannot be reasonably moved from the dockage space and placed in dry storage. Mariner's Cay Marina, upon thirty (30) days' notice to the boat owner at the above address, may take any other action to dispose of such boat, which shall be considered abandoned at that time.

7. The owner agrees not to conduct any business, professional, or commercial services, on or in conjunction with his vessel unless the owner has a written agreement with Mariner's Cay Marina allowing such business, professional or commercial service, to be so conducted. The owner agrees to indemnify Mariner's Cay Marina in the event of a breach of this Agreement and any other associated agreements.

8. The owner agrees to properly dispose of any and all oil, fuel and petroleum by-products, or any other material that is hazardous or potentially detrimental to the environment by proper disposal. The responsibility of such disposal shall be solely that of the owner. The owner shall indemnify Mariner's Cay marina in respect to any loss suffered by Mariner's Cay marina as a result of the owner's breach of this Agreement or as a result of any hazardous material (including, but not by way of limitation, petroleum by-products) leaking or being discharged from, or caused by vessel owned, operated by, or controlled by Owner.

9. In the event the Owner fails to perform any of the Owner's obligations under and pursuant to this Agreement, the Owner will then be in default. Provided, however, if the Owner's breach of this Agreement is a result solely of a late payment, the Owner will not be held in default if, and only if, the payment is received by Mariner's Cay Marina within five (5) days of the due date. In the event of a default under the terms of this agreement, Mariner's Cay Marina shall be entitled to be indemnified wholly by the Owner, and the Owner shall be responsible for paying all losses for damages incurred by Mariner's Cay Marina, in pursuing its rights under this agreement.

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In witness whereof, the parties hereto have executed this Agreement the day and year first above written.

Witness _____ Mariner's Cay Marina

Witness _____ By: _____

Witness _____ _____

Boat Owner

Witness _____ By: _____

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DOCKAGE PROCEDURES AT MARINER'S CAY MARINA attached to and made a part of Dockage Agreement between Mariner's Cay Marina and _____ (Owner) and under date of _____.

It is our earnest desire to provide service, safety and comfort for all guests at Mariner's Cay Marina. For this reason, we require compliance with the following standard procedures while your boat remains in the marina area.

1. The navigational Rules of the Road and the Navigation Laws of the United states apply to all vessels approaching, transiting or berthing in Mariner's Cay Marina.

2. Guest vacating must notify the Dockmaster of their departure. Transients agree to relocate upon request in order to accommodate longer-term vessels.

3. Sub-leasing of slips by tenants is not permitted.

4. Noise should be kept to a minimum at all times.

5. The extent of boat repairs and maintenance permitted at dockside is at the discretion of management. Generally, major repairs are not allowed.

6. Pets are not permitted.

7. Refuse and garbage is not to be thrown overboard but is to be placed in the containers provided. If refuse items are too large, call the Dockmaster and he/she will arrange for proper disposal at the owner's expense. Oil, spirits, inflammables and oily bilges shall not be discharged into marina water, nor placed in refuse containers. Such MUST be disposed of according to the applicable regulations.

8. Business or professional services may not be conducted aboard. Charter boats for hire are not allowed unless a written booking agreement has been made with Mariner's Cay Marina. Advertising signs are also prohibited. Solicitation of business or sale or merchandise is not allowed.

9. Swimming, diving or fishing is not permitted from the docks or piers.

10. Boats occupying a berth after 1:00 p.m. (1300 hours) are charged for dockage for the night unless prior arrangements have been agreed upon with the dockmaster.

11. Violation of these procedures, disorder, depredation or indecorous conduct by a tenant or his guests is cause for cancellation of Dockage Agreement.

12. Mariner's Cay Marina reserves the right to limit and govern all automobile parking spaces.

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13. Storage boxes or work tables are not permitted on the docks, unless expressly permitted in connection with a contracted charter boat.

14. Permanent live-aboards are not permitted.

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APPENDIX II

R.30-12(E) - OCRM MARINA REGULATIONS

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E. Marina/Community Dock Location and Design:

(1) The Department's marina/community dock policy is based on the belief that marinas and community docks can be operated in a manner that does not degrade the surrounding waters. If water quality monitoring indicates a decline in water quality, remedial action will be required. Each applicant for a marina and dry storage facility in the critical area of the coastal zone must submit an Operations and Maintenance Manual with the permit application. (Community docks may also be required to submit an Operations and Maintenance Manual.) This Operations and Maintenance Manual must be in accordance with 30-12(E)(6), and approved in writing by the Department staff. The requirements of the Operations and Maintenance Manual may be modified if deemed necessary by the Department.

(2) Commercial docks and boat repair yards are also considered a marina type facility. The standards that apply to marinas may also be used as criteria in the evaluation of permit applications for commercial docks and boat repair yards.

(3) All marinas affect aquatic habitats to some degree, but adverse effects can be minimized by utilizing proper location and design features. Application for marinas shall include a comprehensive site plan showing location and number of all water-dependent and upland facilities such as parking and storage facilities. New marinas are not allowed in waters classified for shellfish harvesting, except for any locked harbor marina, commercial dock or expanded existing marina that does not close any additional waters for shellfish harvesting.

(a) Alternatively, on any marina application in waters classified for shellfish harvesting, the S.C. Department of Natural Resources shall comment in writing on whether the area around the proposed marina is suitable or not suitable for the natural growth and propagation of shellfish. The permit shall not be issued unless DHEC, Office of Ocean and Coastal Resource Management, after giving great weight to the comments of the DNR, determines that natural physical conditions in the area surrounding the proposed marina preclude the natural propagation of shellfish.

(b) The DNR's comments shall be based on criteria including:

(i) intertidal bottom types (including shell matrix depth and composition - shell, clay, silt);

(ii) density of naturally occurring oyster beds (oyster strata types, bottom coverage, acreage);

(iii) presence or absence of significant subtidal oyster populations;

(iv) water depth;

(v) oyster population elevations;

(vi) salinity regimes (including a review of historic data and recognition of possible future changes that could affect hydrography);

(vii) presence or absence of significant clam populations;

(viii) potential for expansion of existing natural oyster beds through cultivation;

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(ix) potential for shellfish production with non-traditional methods;

(x) the current shellfish management and water quality classifications;

(xi) and any other factors relating to the natural physical conditions in the area deemed appropriate by the DNR including whether the area is likely to support the natural growth and propagation of shellfish in the reasonably foreseeable future.

(c) This determination in no way affects or limits the ability of DNR to comment on the entire permit application before the OCRM.

(4) In addition to standards applicable for bulkheads and seawalls, docks and piers, dredging and filling, and navigation channels and access canals, the following standards apply to marinas:

(a) Marinas should be located in areas that will have minimal adverse impact on wetlands, water quality, wildlife and marine resources, or other critical habitats;

(b) Where marina construction would affect shellfish areas, the Department must consider the rights of the lessee, if applicable, and the public, and any possible detrimental impacts on shellfish resources;

(c) Marinas should be located in areas where the least initial and maintenance dredging will be required. New marinas which require initial and maintenance dredging must provide a permanent, dedicated spoil area capable of holding both the initial dredge volume and all anticipated maintenance needs. This spoil area must be reserved using deed restrictions or other legal instruments;

(d) Marinas must avoid or minimize the disruption of currents. Dead-end or deep canals without adequate circulation or tidal flushing will not be permitted;

(e) Marina design must minimize the need for the excavation and filling of shoreline areas;

(f) Open dockage extending to deep water is usually preferable to excavation for boat basins, and it must be considered as an alternative to dredging and bulkheading for marinas;

(g) Turning basins and navigation channels shall be designed to prevent long-term degradation of water quality. In areas where there is poor water circulation, the depth of boat basins and access canals should not exceed that of the receiving body of water to protect water quality;

(h) Project proposals shall include facilities for the proper handling of petroleum products, sewage, litter, waste, and other refuse with regard to the South Carolina Department of Health and Environmental Control (SCDHEC) specifications;

(i) Dry storage type marinas are preferred whenever feasible, and an applicant for a marina permit will be required to show why a dry storage facility is infeasible, in whole or in part. Infeasibility may be shown where the applicant seeks a facility for large boats that cannot be accommodated in a dry storage facility or where there is inadequate upland space for the facility;

(j) Applications for marinas must include maintenance dredging schedules and dredged material

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disposal sites when applicable;

(k) Adequate parking for users of the marina or community dock shall be demonstrated;

(l) Mooring fields associated with marinas are encouraged in place of pierheads and floating docks where the size of the waterbody and other site specific conditions are suitable. These mooring fields must be in compliance with R.30-12(P).

(5) The following standard conditions, along with any special conditions that may be appropriate, will be included in all permits for marinas unless the Department determines that such standard conditions are inappropriate. (Community docks, boat yards, commercial docks and dry storage facilities may also be required to conform to these standards.)

(a) The operations of the marina shall be reviewed by the Department as deemed appropriate, but at least every five years. Based on this review, the Department may require, among other things, changes or additions to the Operations and Maintenance Manual to address any water quality or other environmental problems, and a reduction in the size of, or a change in the configuration of, the marina. Such action may be taken at any time the Department determines that significant state water quality compliance problems exist, at the time SCDHEC enlarges the closure area, or at the time of a review.

(b) A water quality sampling program must be instituted and results submitted to the Department. This sampling program must be performed prior to construction and as specified in 30-12(E)(6)(c) below. This sampling must be performed by a SCDHEC certified laboratory at the expense of the permittee.

(c) Dredging must be performed in accordance with 30-12(E)(6)(d) and 30-12(G).

(d) A stormwater plan for the marina and associated parking areas, including runoff from the permanent spoil disposal area and adjacent highland development, must be submitted to and approved in writing by the Department staff before any work is performed under the Department permit.

(6) The Operations and Maintenance Manual shall be submitted with the application and placed on public notice. Depending on the type of facility, it shall contain the following information:

(a) Marina Operations

(i) An experienced operator shall be in charge of the marina. The permittee and its agents are responsible for compliance with the issued Operations and Maintenance Manual and with all conditions of the permit.

(ii) The marina permittee must include in the lease agreement with boat owners a provision requiring that boat owners comply with all applicable State and federal regulations. The marina permittee shall ensure that violations are reported promptly to the proper authorities.

(iii) A complete copy of the marina permit, including any required marina report, the Operations and Maintenance Manual, all conditions or requirements placed on the permit and copies of all water quality monitoring reports required pursuant to the permit, shall be readily available at the marina.

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(iv) The marina permittee shall prominently display and distribute material pertaining to the maintenance of water quality standards at the marina and report violations of such standards to the proper authorities.

(b) Water Quality Management:

(i) Adequate working wastewater pump-out facilities shall be provided at each marina (unless specific exceptions are allowed in writing by the Department). These facilities must be adequate to handle all wastewater generated at the marina. The marina operator may charge a reasonable fee for the use of the pump-out facilities.

(ii) Adequate bathroom facilities must be provided in order to discourage any overboard discharge of sewage from boats. The number of toilets required for any given marina shall be determined by the nature and size of the marina and by its specific site location. However, two toilets and one lavatory for women and one toilet, one urinal, and one lavatory for men shall be required for all marinas with one hundred or fewer slips, and unless there are mitigating circumstances, the Department shall require one toilet and one lavatory for women and one toilet, one urinal, and one lavatory for men for every additional 100 boat slips or fraction thereof. Toilet facilities shall be constructed in a location to encourage their use. Additional facilities may be required where restaurants, motels, laundries, and other nonwater-dependent structures are located in close proximity to the marina. All pump-out and sewage facilities must be included in the public notice and certified in writing by SCDHEC.

(iii) Plans for potable water supplied to the marina docks must be approved in writing by SCDHEC.

(iv) Marina boat fueling systems must be equipped with emergency cutoffs at the harbor master's office, at the tank, at the pump and at the dock's edge.

(v) Depending on the size and type of boats using the marina, adequate booms must be available to isolate any oil spill around the fuel dock, a leaking boat, or a sunken boat.

(vi) Absorbent pads must be available at the marina for boat use and for removing incidental spills during fueling operations.

(vii) The discharge of sewage from boats is prohibited unless it is treated by a Marine Sanitation Device and complies with all applicable federal laws and regulations. The discharge of any other kind of waste into state waters, including, without limitation, garbage, refuse, trash or debris, is prohibited.

(viii) Adequate separate refuse containers for garbage shall be available at the marina and maintained daily. Containers for toxic substances shall not be placed over or near the water.

(ix) Boat repairs, paint scraping, boat painting, and other activities that may result in a discharge of waste or pollutants into State waters are prohibited;

(x) One reasonably sized dock masters office may be constructed within a permitted marina. This office will be limited to water dependent uses only such as fuel sales. Restroom facilities may be placed in this office, however, food and beverage services, clothing sales and other nonwater dependent uses are prohibited.

(c) Water Quality Monitoring Requirements for Marinas: A water quality monitoring program is required for the SCDHEC-OCRM permit. The specific program shall be determined by the Department. Any changes in requirements must be approved in writing by the Department. Sampling results must be supplied to the Department.

(i) Monitoring requirements shall be tailored to the marina based on factors such as flushing, existing water quality, presence of shellfish, number of slips, and presence of fueling facilities.

(ii) A minimum standard monitoring program will consist of an annual sediment analysis. These samples shall be taken once a year between June and August with a minimum of one composite sample taken within the confines of the marina and one sample taken outside the marina. All sampling sites must be approved in writing by the Department staff and the South Carolina Department of Natural Resources. Samples will be analyzed for PAH's, copper, zinc, lead, cadmium, chromium, and any other parameters required by the Department staff.

(iii) Marinas in poorly flushed areas may be required to sample other parameters such as dissolved oxygen and/or fecal coliform bacteria. These monitoring requirements will be determined on a site specific basis using the factors presented in (i) above.

(iv) Sampling requirements will be periodically reviewed and may be increased or reduced as conditions warrant.

(d) Dredging:

(i) Unless otherwise allowed by permit, all initial and maintenance dredging shall take place between December 1 and March 1, and all dredging shall be performed by hydraulic dredge.

(ii) Agitation dredging is prohibited.

(7) Standards for Community Docks: The following standards are applicable for the construction of community docks:

(a) Community docks shall not impede navigation or restrict public use of State lands and waters;

(b) Community docks shall be constructed in a manner that does not restrict water flow;

(c) The size and extension of a community dock must be limited to that which is reasonable for the intended use;

(d) Community docks should use the least environmentally damaging alignment; and

(e) All applications for community docks should accurately illustrate the alignment of property boundaries with adjacent owners;

(f) No leasing of space or other commercial uses are allowed at community docks.

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APPENDIX III

WATER QUALITY CLASSES AND STANDARDS FOR TIDAL SALT WATERS

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State House Network
2000 Code of Regulations
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CHAPTER 61.

DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

61-68. Water Classifications and Standards.

(Statutory Authority: 1976 Code Section 48-1-10 et seq.)

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APPENDIX 1. WATER QUALITY CRITERIA FOR PROTECTION OF AQUATIC LIFE
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A. PURPOSE AND SCOPE.

1. These regulations, promulgated pursuant to authority in the S. C. Pollution Control Act, Section 48-1-10 et seq., 1976 Code of Laws, establish a system and rules for managing and protecting the quality of South Carolina's surface and ground water. They establish the State's official classified water uses for all State waters, establish general rules and specific numeric water quality standards for protecting classified and existing water uses, and establish procedures for classifying waters of the State.

2. Waters which meet standards shall be maintained. Waters which do not meet standards shall be improved wherever possible to achieve those standards. However, the Department cannot assure that classified waters shall at all times meet the numeric water quality standards for such uses.

3. Recognizing the technical and economic difficulty in restoring water quality, the Department shall emphasize a preventive approach in protecting waters of the State.

4. It is a goal of the Department to maintain and improve all surface waters to a level to provide for the survival and propagation of a balanced indigenous aquatic community of flora and fauna and to provide for recreation in and on the water. It is also a goal to provide, where appropriate and desirable, for drinking water after conventional treatment, shellfish harvesting, and industrial and agricultural uses.

It is a goal of the Department to maintain or restore ground water quality so it is suitable as a drinking water source without any treatment.

B. DEFINITIONS.

1. The definition of any word or phrase employed in Section C, D, or E of this regulation shall be the same as given in the South Carolina Pollution Control Act, 48-1-10, et seq, S.C. Code of Laws, 1976, hereafter referred to as the Act. Words or phrases which are not defined in the Act are defined as follows:

2. Agricultural includes use of water for stock watering, irrigation, and other farm purposes.

3. Aquaculture means the cultivation, production, or marketing of domestic aquatic organisms

4. Aquifer means a geologic formation, group of formations, or part of a formation that contains sufficient saturated permeable material to yield significant quantities of ground water to wells or springs.

5. Balanced indigenous aquatic community means a natural, diverse biotic community characterized by the capacity to sustain itself through cyclic seasonal changes, presence of necessary food chain species and by a lack of domination by pollutant tolerant species.

6. Best management practice (BMP) means a practice or combination of practices that are the most effective, practical ways of controlling or abating pollution from widespread or localized sources.

Classified uses means those uses specified in Section G for surface waters and Section H for ground waters, whether or not those uses are being attained.

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8. Concentrated aquatic animal production facility means a hatchery, fish farm, or other facility related to aquatic animal production which is not located in waters of the State and is subject to a National Pollutant Discharge Elimination System (NPDES) permit.

9. Conventional treatment as applying to potable water supplies means treatment including at least flocculation, sedimentation, filtration, and disinfection.

10. Daily average means the average of all samples taken during any 24 hour period.

11. Deleterious substances means those substances which in sufficient concentrations or levels have a harmful effect on classified or existing water uses.

12. Ephemeral streams means streams that flow only in direct response to rainfall or snowmelt and in which discrete periods of flow persist no more than 29 consecutive days per event.

13. Existing uses means those uses actually being attained in or on the water, on or after November 28, 1975, regardless of the classified uses.

14. Fishing means the taking, harvesting, or catching of fin fish or crustaceans for human consumption.

15. Groundwater means water below the land surface in a zone of saturation.

16. Intermittent streams means streams that generally have defined natural watercourses which do not flow year around, but flow beyond periods of rainfall or snowmelt.

17. Median tolerance limit means the concentration of a test material at which just 50 percent of the test animals are able to survive under test conditions for a specified period of exposure.

18. Mixing zone means:

a. for surface waters, an area where a discharge undergoes initial dilution and is extended to cover the secondary mixing in the ambient waterbody. A mixing zone is an allocated impact zone where water quality criteria can be exceeded as long as acutely toxic conditions are prevented (except as defined within a Zone of Initial Dilution) and public health and welfare are not endangered.

b. For ground waters, a hydrogeologically controlled three-dimensional flow path in the subsurface which constitutes the pathway for waste constituents to migrate from a source.

19. Natural conditions means those water quality conditions unaffected by point and nonpoint sources or other sources of pollution.

20. No Discharge Zone (NDZ) means a waterbody (or a portion of a waterbody) so designated that no discharging Marine Sanitation Devices (MSDs) are allowed on vessels on waterbodies so designated. All vessels located on such designated waterbodies shall be equipped with MSDs which discharge to a holding tank which shall be pumped out at a designated pump-out location or shall discharge legally outside the boundary of the United States.

21. Outstanding recreational or ecological resource waters means waters which are of exceptional recreational or ecological importance or of unusual value. Such waters may include, but are not limited to: waters in national or state parks or wildlife refuges; waters supporting threatened or endangered species;

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waters under the National Wild and Scenic Rivers Act or South Carolina Scenic Rivers Act; waters known o be significant nursery areas for commercially important species or known to contain significant commercial or public shellfish resources; or waters used for or having significant value for scientific research and study.

22. Prohibited Area means an area adjacent to point source discharges or other sources of potential contamination in shellfish growing waters where the gathering of clams, mussels, or oysters is prohibited to protect public health.

23. Primary contact recreation means any activity with the intended purpose of direct water contact by the human body to the point of complete submergence, including but not limited to swimming, water skiing, and skin diving.

24. Propagation means the continuance of species through reproduction and growth in the natural environment, as opposed to the maintenance of species by artificial culture and stocking.

25. Public water system means any public or privately owned waterworks system which provides drinking water for human consumption, except those serving a single private residence or dwelling.

26. Recharge area means an area where an underground source of drinking water is poorly confined, is under water table conditions, and has a downward component of flow from the water table into the underground source of drinking water.

7. Secondary contact recreation means any activity occurring on or near the water which does not have an .tended purpose of direct water contact by the human body to the point of complete submergence, including but not limited to fishing, boating, canoeing, and wading.

28. Shellfish harvesting means taking of bivalve mollusks, specifically clams, mussels, or oysters, for direct marketing or human consumption.

29. Source for drinking water supply means any source of surface water which is used for domestic consumption, or used in connection with the processing of milk, beverages, food or for other purposes which required finished water meeting regulations [40 CFR Part 141 and 40 CFR Part 143] established pursuant to the Safe Drinking Water Act (Public Law 93-523, 95-190) applicable to public water systems.

30. Tidal saltwaters means those waters whose elevation is subject to changes due to oceanic tides and which have chloride ion content in excess of 250 milligrams per liter (mg/l) (salinity = 0.48 parts per thousand).

31. Toxic wastes means those wastes or combinations of wastes including disease-causing agents which, after discharge and upou exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, may cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions (including malfunctions in reproduction), physical deformations, or restrict or impair growth in such organisms or their offspring.

32. Underground source of drinking water (USDW) means an aquifer or its portion:

a. Which supplies any public water system; or

b. Which contains a sufficient quantity of ground water to supply a public water system; and,

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(1) Currently supplies drinking water for human consumption; or

(2) Contains water with fewer than ten thousand milligrams per liter total dissolved solids.

33. Water table means that level below the land surface at which all the voids are filled with water at a pressure equal to atmospheric.

34. Weekly average means the average of all samples taken during any consecutive seven day period.

35. Zone of Initial Dilution (ZID) means that minimal area of a mixing zone immediately surrounding the outfall where water quality criteria are not met, provided there is no acute toxicity to drifting organisms and public health and welfare are not endangered.

C. APPLICABILITY OF STANDARDS.

1. The water quality standards are applicable to both surface waters and ground waters unless indicated otherwise.

2.a. With the exception of human health criteria listed in Section E.12, the numeric standards of Sections E and F of this regulation are applicable to any flowing waters when the flow rate is equal to or greater than the minimum seven day average flow rate that occurs with an average frequency of once in ten years (7Q10).

The Department shall consider conditions other than 7Q10 where appropriate to protect classified and existing uses, such as below dams and in tidal situations. Uses in all waters shall be protected to the greatest extent possible, regardless of flow.

3. Intermittent streams and ephemeral streams shall be considered waters of the State. The use classification and numeric standards of the class of the stream to which intermittent and ephemeral streams are tributary shall apply, disregarding any site-specific numeric standards for the named waterbody.

4. The standards of adjacent waters must be maintained in basins excavated from high ground and constructed solely for berthing vessels. The standards of the adjacent waters must also be maintained with regard to impacts from created marina basins.

5. Where surface waters are not classified by name (unlisted) in R.61-69, Classified Waters, the use classification and numeric standards of the class of the stream to which they are tributary shall apply, disregarding any site specific numeric standards for the named waterbody. In tidal areas where an unlisted tributary flows between two differently classified waterbodies, the more stringent numeric standards of the classified waters apply to the unlisted tributary, disregarding any site-specific numeric standards for those waterbodies. This does not preclude the development of site-specific criteria for unlisted tributaries.

6. Because of natural conditions some surface and ground waters may have characteristics outside the standards established by this regulation. Such natural conditions do not constitute a violation of the water quality standards; however, degradation of existing water quality is prohibited unless consistent with Sect D.4 of this regulation.

7. A region or zone (called a mixing zone) in which one or more specified water quality standards and classified uses are not applicable may be allowed by the Department. The size of the mixing zone shall be

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kept to a minimum and may be determined on an individual project basis considering biological, chemical, ngineering, hydrological and physical factors.

a. Surface Waters: Mixing zones do not always meet chronic criteria. Zones of Initial Dilution (ZIDs) do not always meet acute and chronic criteria. The mixing zone shall allow safe passage of aquatic organisms wher. passage is otherwise unobstructed, and shall allow for the protection and propagation of a balanced indigenous aquatic community in and on the water body. The mixing zone size shall be based upon critical flow conditions. The mixing zone shall not be an area of waste treatment nor shall it interfere with or impair existing recreational uses, existing drinking water supply uses, existing industrial or agricultural uses, or existing or classified shellfish harvesting uses. The mixing zone shall not produce undesirable aquatic organisms or result in a dominance of nuisance species outside of the assigned mixing zone or endanger the public health and welfare.

b. Ground waters: The numeric standards for Class GB ground water, Section H.9, are applicable unless a mixing zone solely within the bounds of the applicant's property, setting forth certain conditions, is granted by the Department. Such a mixing zone shall be granted upon satisfactory demonstration to the Department that:

1. Reasonable measures have been taken or binding commitments are made to minimize the addition of contaminants to ground water and/or control the migration of contaminants in ground water;

2. The ground water in question is confined to a shallow geologic unit which has little or no potential of being an Underground Source of Drinking Water, and discharges or will discharge to surface waters ithout contravening the surface water standards set forth in this regulation;

3. The contaminant(s) in question occurs on the property of the applicant, and there is minimum possibility for ground water withdrawals (present or future) to create drawdown such that contaminants would flow off-site ; and

4. The contaminants or combination of contaminants in question are not dangerously toxic, mobile, or persistent.

8. Site-specific numeric standards for surface waters may be established by the Department to replace the numeric standards of Sections E and G of this regulation or to add new standards not contained in this regulation. Establishment of such standards shall be subject to public participation and administrative procedures for adopting regulations. In addition, snch site-specific numeric standards shall not apply to tributary or downstream waters unless specifically described in the water classification listing R.61-69, Classified Waters.

9. In classifying and adopting standards for the waters of the State, the Department considers:

a. The size, depth, surface area covered, volume, flow direction, rate of flow, stream gradient and temperature of the water;

b. The character of the district bordering such water and its suitability for the uses and with a view to conserving it and encouraging the most appropriate use of the lands bordering on such water for dential, agricultural, industrial, or recreational purposes;

c. The uses which have been made, are being made, may be made or are desired to be made of such waters for transportation, domestic, and industrial consumption, irrigation, swimming, fishing, fish culture, fire

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prevention, sewage disposal or other uses;

d. The present quality of such waters; and

e. Information, about the four items above, from government agencies, interested groups, and the public.

D. ANTIDEGRADATION RULES.

1. Existing water uses and the level of water quality necessary to protect these existing uses shall be maintained and protected regardless of the water classification and consistent with the policies below.

a. A new activity or expansion of an existing activity shall not be allowed in Class ORW or Shellfish Harvesting Waters if it would exclude, through establishment of a prohibited area, an existing shellfish harvesting or culture use. A new activity or expansion of an existing activity which will result in a prohibited area may be allowed in Class SA or Class SB waters when determined to be appropriate by the Department.

b. Existing uses and water quality necessary to protect these uses are presently affected or may be affected by instream modifications or water withdrawals. The streamflows necessary to protect classified and existing uses and the water quality supporting these uses shall be maintained consistent with riparian rights to reasonable use of water.

c. Existing or classified ground water uses and the conditions necessary to protect those uses shall be maintained and protected.

2. Where surface water quality exceeds levels necessary to support propagation of fish, shellfish, and wildlife, and recreation in and on the water, that quality shall be maintained and protected unless the Department finds, after intergovernmental coordination and public participation, that allowing lower water quality is necessary to important economic or social development in the areas where the waters are located. In allowing such lower water quality, water quality adequate to fully protect existing and classified uses shall be maintained. The highest statutory and regulatory requirements for all new and existing point sources shall be achieved and all cost-effective and reasonable best management practices for nonpoint source control shall be achieved within the State's statutory authority and otherwise encouraged.

3. The water quality of outstanding resource surface waters designated as Class ORW shall be maintained and protected through application of the standards for Class ORW as described in Section G.4 and 5. The Department may determine, through the classification process, that some Class ORW waters are nationally significant. Upon such determination, all activities described in Section G.4 and 5 shall be prohibited.

4. Certain natural conditions may cause a depression of dissolved oxygen in surface waters while existing and classified uses are still maintained. The Department shall allow a dissolved oxygen depression in these naturally low dissolved oxygen waterbodies as prescribed below:

a. Under these conditions the quality of the surface waters shall not be cumulatively lowered more than 0.1 mg/l for dissolved oxygen from point sources and other activities, or

Where natural conditions alone create dissolved oxygen concentrations less than 110 percent of the applicable water quality standard established for that waterbody, the minimum acceptable concentration is 90 percent of the natural condition. Under these circumstances, an anthropogenic dissolved oxygen depression greater than 0.1 mg/l shall not be allowed unless it is demonstrated that resident aquatic species

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shall not be adversely affected. The Department may modify permit conditions to require appropriate instream biological monitoring.

c. The dissolved oxygen concentrations shall not be cumulatively lowered more than the deficit described above utilizing a daily average unless it can be demonstrated that resident aquatic species shall not be adversely affected by an alternate averaging period.

E. GENERAL RULES AND STANDARDS APPLICABLE TO ALL WATERS.

1. The General Assembly of South Carolina in the Act has declared the following policy: "It is declared to be the public policy of the State to maintain reasonable standards of purity of the air and water resources of the State, consistent with the public health, safety and welfare of its citizens, maximum employment, the industrial development of the State, the propagation and protection of terrestrial and marine fauna and flora, and the protection of physical property and other resources. It is further declared that to secure these purposes and the enforcement of the provisions of this Act, the Department of Health and Environmental Control shall have authority to abate, control and prevent pollution."

2. The classes and standards described in Section G and H of this regulation implement the above State policy by protecting the waters of South Carolina. Consistent with the above policy, the Department adopts the following general standards in items 3-14 for all waters of South Carolina.

3. Any discharge into State waters must be permitted by the Department and receive a degree of treatment and/or control which shall produce an effluent which is consistent with the Act, the Clean Water Act (P.L. 92-500, 95-217, 97-117, 100-4), this regulation, and related regulations. No permit issued by the Department shall be interpreted as creating any vested right in any person. Additionally, any discharge into State waters containing sanitary wastes shall be effectively disinfected as necessary to meet the appropriate standards of this regulation. The Department may require best management practices (BMPs) for control of stormwater runoff as part of the requirements of an NPDES permit, a State construction permit, or a State 401 Water Quality Certification.

4. All ground waters and surface waters of the State shall at all times, regardless of flow, be free from:

a. Sewage, industrial waste, or other waste that will settle to form sludge deposits that are unsightly, putrescent, or odorous to such degree as to create a nuisance, or interfere with classified water uses or existing water uses;

b. Floating debris, oil, grease, scum, and other floating material attributable to sewage, industrial waste, or other waste in amounts sufficient to be unsightly to such a degree as to create a nuisance or interfere with classified water uses or existing water uses;

c. Sewage, industrial, or other waste which produce taste or odor or change the existing color or physical, chemical, or biological conditions in the receiving waters or aquifers to such a degree as to create a nuisance, or interfere with classified water uses (except classified uses within mixing zones as described in this regulation) or existing water uses; and,

d. High temperature, toxic, corrosive, or deleterious substances attributable to sewage, industrial waste, or other waste in concentrations or combinations which interfere with classified water uses (except classified uses within mixing zones as described in this regulation), existing water uses, or which are harmful to human, animal, plant or aquatic life.

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5. Waters where classified uses are not being attained can be reclassified for protection of an attainable use and standards designated for that use where:

a. Natural conditions prevent the attainment of the use; or

b. Natural, ephemeral, intermittent, low flow conditions, or water levels prevent the attainment of the use; or

c. Human caused conditions or sources prevent the attainment of the use and cannot be remedied or would cause more environmental damage to correct than to leave in place; or

d. Dams, diversions, or other types of hydrologic modifications preclude the attainment of the use, and it is not feasible to restore the waterbody to its original condition or to operate such modification in a way that would result in the attainment of the use; or

e. Physical conditions related to the natural features of the water body, such as the lack of a proper substrate, cover, flow, depth, pools, riffles, and the like, preclude attainment of aquatic life protection uses; or

f. Controls more stringent than those required by Sections 301(b) and 306 of the Clean Water Act would result in substantial and widespread economic and social impact.

6. Prior to removing any uses, notice and an opportunity for a public hearing shall be provided.

. Discharge of fill into State waters is not allowed unless the activity is consistent with Department regulations and will result in enhancement of classified uses with no significant degradation to the aquatic ecosystem or water quality.

8. Direct discharges from waste treatment facilities to estuaries, lakes or streams flowing to lakes shall be prohibited or limited if the discharge would result in or if the waters experience growths of microscopic or macroscopic vegetation such that the water quality standards would be violated or the existing or classified uses of the waters would be impaired. Loading of nutrients shall be addressed on a case-by-case basis.

9.a. The water temperature of all Freshwaters which are free flowing shall not be increased more than 5 °F (2.8 °C) above natural temperature conditions and shall not exceed a maximum of 90 °F (32.2 °C) as a result of the discharge of heated liquids unless a different temperature standard as provided for in C.8 has been established, a mixing zone as provided in C.7 has been established, or a Section 316(a) determination under the Federal Clean Water Act has been completed.

b. The weekly average water temperature of all Shellfish Harvesting, Class SA and Class SB waters shall not exceed 4 °F (2.2 °C) above natural conditions during the fall, winter or spring, and shall not exceed 1.5 °F (0.8 °C)) above natural conditions during the summer as a result of the discharge of heated liquids unless a different temperature standard as provided for in C.8 has been established, a mixing zone as provided for in C.7 has been established, or a Section 316(a) determination under the Federal Clean Water Act has been completed.

The weekly average water temperature of all Freshwaters which are lakes or reservoirs shall not be increased more than 5 °F (2.8 °C) above natural conditions and shall not exceed 90 °F (32.2 °C) as a result of the discharge or heated liquids unless a different temperature standard as provided for in C.8 has been established, a mixing zone as provided in C.7 has been established, or a Section 316(a) determination

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under the Federal Clean Water Act has been completed.

10. A list of water quality standards based on organoleptic data (prevention of undesirable taste and odor) is adopted herein. Those substances and their standards adopted are listed in Appendix 3. For those substances which have aquatic life and/or human health standards and organoleptic standards, the most stringent of the three shall be used for derivation of permit limitations.

11. Numeric criteria for all class surface waters are adopted for toxic pollutants for which the Environmental Protection Agency (EPA) has published national criteria to protect aquatic life pursuant to Section 304(a) of the Federal Clean Water Act and for ammonia and chlorine. No numeric criteria are listed in this regulation; however, the national numeric criteria developed and published by EPA are hereby incorporated into this regulation by reference. Reference documents for these national criteria are listed in Appendix 1.

a. Application of National criteria to protect aquatic life in South Carolina.

(1) The not to be exceeded value for national criteria published in 1980 or the one-hour average value for national criteria published in 1985 or later shall be used as an acute toxicity number for calculating effluent limitations.

(2) The 24-hour average for national criteria published in 1980 or the four-day average for national criteria published in 1985 or later shall be used as a chronic toxicity number for calculating effluent limitations.

(3) If metals concentrations for national criteria are hardness-dependent, the chronic and acute concentrations shall be based on 50 mg/l hardness if the ambient hardness is less than 50 mg/l. Concentrations shall be based on the actual mixed stream hardness if it is greater than 50 mg/l.

(4) If separate national criteria are given for fresh and salt waters, they shall be applied as appropriate.

(5) EPA has developed national criteria for the following compounds. New national criteria shall be considered by South Carolina when EPA publishes them as final in the Federal Register and they shall be named in revisions to this regulation if accepted for use in South Carolina.

Compounds with national criteria to protect aquatic life:

Metals (10)
Arsenic
Cadmium
Chromium (+3 & +6)
Copper
Lead
Mercury
Nickel
Selenium
Silver
Zinc

Pesticides and PCBs (19)
a-Endosulfan
b-Endosulfan
Chlordane
b-BHC
g-BHC (Lindane)
Aldrin
Dieldrin
4,4'-DDT
Endrin
Toxaphene

Aroclor 1016
Aroclor 1221
Aroclor 1232
Aroclor 1242
Aroclor 1248

Aroclor 1254
Heptachlor
Aroclor 1260
Heptachlor Epoxide

Acid Extractable Organic (1)
Pentachlorophenol

Miscellaneous (3)
Total cyanides
Total residual chlorine
Unionized ammonia

(6) If the State develops site-specific criteria for any substances for which EPA has developed national criteria, the site-specific criteria shall supersede the national criteria.

b. Derivation of Effluent Limits

(1) National criteria for substances listed in 11.a.(5) above shall be used by the Department to derive NPDES permit effluent limits for new and existing wastewater discharges except as provided for in (2), (3), (4) and (5) be low.

(2) When the derived effluent limit is below the limits of analytical detectability for a substance, either the derived effluent limit shall include an accompanying statement in the permit that the detection limit using approved analytical methods shall be considered as being in compliance with the limit or an effluent limit based on limits of detectability may be established. In both cases, appropriate biological monitoring requirements shall be incorporated into the permit to determine compliance with appropriate water quality standards. Additionally, if naturally occurring instream concentrations for a substance is higher than the derived limit, the Department may establish permit limits at a level higher than the derived limit but no higher than the natural background concentration. In such cases, the Department may require effluent toxicity testing an d/or instream monitoring.

(3) NPDES permit effluent limits shall normally be expressed on the permits as total recoverable metals, but the Department may utilize a federally-approved methodology to predict the dissolved fraction, partitioning coefficient, or the bioavailable portion of metals in calculating these limits.

(4) Except as provided herein, where application of drinking water Maximum Contaminant Levels (MCLs) using annual average flow results in permit effluent limitations more stringent than limitations derived from other applicable human health, aquatic life, or organoleptic numeric values; MCLs shall be used in establishing permit effluent limitations for human health protection. The Department may, after Notice of Intent included in a notice of a proposed National Pollutant Discharge Elimination System (NPDES) permit in accordance with Regulation 61-9.124.10, determine that drinking water MCLs shall not apply to discharges to those waterbodies where there is: no potential to affect an existing or proposed drinking water source and no state-delineated source water protection area. For purposes of this section, a proposed drinking water source is one for which a complete permit application, including plans and specifications for the intake, is on file with the Department at the time of consideration of an NPDES permit application for a discharge that will affect or has the potential to affect the drinking water source.

(5) Site specific permit effluent limits and alternate criteria less stringent than those derived in accordance with Sections 11.b.(1), (2), (3) and (4) above may be derived where it is demonstrated that such limits and criteria shall maintain classified and existing uses, adequate opportunity for public participation in such derivation process has occurred, and the effluent shall not cause criteria for human health to be exceeded. Where a site specific permit effluent limit and alternate criterion has been derived, such derivation shall be

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subject to EPA review as appropriate. Also, at a minimum, opportunity for input in derivation of a site specific permit effluent limit and alternate criterion shall be provided via public notice in NPDES permit notices.

c. Evaluation of Ambient Water Quality

(1) If the national criterion described in Section (a) above is lower than the analytical detection limit, the criterion is not considered violated if the ambient concentration is below the detection limit and the instream indigenous biological community is not adversely impacted.

(2) If the ambient concentration is higher than the national criterion described in Section (a) above, the criterion is not considered violated if biological monitoring has demonstrated that the instream indigenous biological community is not adversely impacted.

12.a. State ambient water quality standards to protect human health are adopted herein. Those substances and their standards adopted are listed in Appendix 2.

b. State water quality standards for human health protection specified in Section 11.a above shall be applicable to surface waters at a design condition of average annual flow or average tidal dilution, whichever is appropriate. However, the Department shall consider flows less than the design where appropriate to protect drinking water sources, such as below dams. The Department shall review new or revised EPA criteria for adoption by South Carolina when published in final form by EPA. When the derived effluent limits for human health purposes is below the limits of analytical detectability for a ubstance, the derived effluent limit will include an accompanying statement in the permit that the etection limit using approved analytical methods will be considered as being in compliance with the limit. Additionally, if the natural instream concentration for a substance is higher than the derived limit, the Department may establish permit limits at a level higher than the derived limit, but no higher than the instream natural conditions at flow conditions described above.

c. Adoption of EPA human health criteria does not preclude the Department from considering health effects of other pollutants or from considering new or revised EPA criteria when developing effluent permit conditions.

d. The Department may require biological monitoring in NPDES permits to further ascertain any bioaccumulative effects of pollutants.

13. The Department may consider other scientifically defensible published data which are appropriate for use in developing permit limits and evaluating water quality for constituents for which EPA has not developed national criteria or South Carolina has no standards. The Department must notify the permittee that other such data were used in developing permit limits and provide justification for their use.

14. Tests or analytical methods to determine compliance or non-compliance with standards shall be made in accordance with methods and procedures approved by the Department and the U.S. Environmental Protection Agency (EPA). In making any tests or applying analytical methods to determine compliance or non-compliance with water quality standards, representative samples shall be collected in accordance with ethods and procedures approved by the Department and EPA. Consideration of representative sample ethods shall include the following:

a. Surface water and ground water samples shall be collected so as to permit a realistic appraisal of quality and actual or potential damage to existing or classified water uses. For ground waters, consideration shall

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be given to, but shall not be limited to, depth to water table, flow direction, and velocity. For surface waters, time of day, flow, surface area, and depth shall be considered.

b. Biological assessment methods may be employed in appropriate situations to determine abnormal nutrient enrichment, median tolerance limits (TLm), concentration of toxic substances, acceptable instream concentrations, or acceptable effluent concentrations for maintenance of a balanced indigenous aquatic community.

c. Temporal distribution of samples in tidally influenced waters shall cover the full range of tidal conditions.

F. NARRATIVE BIOLOGICAL CRITERIA.

1. Narrative biological criteria are contained in this regulation and are described throughout the following sections:

2. In the Purpose and Scope Section, narrative biological criteria in Section A.4 describe the goals of the Department to maintain and improve all surface waters to a level that provides for the survival and propagation of a balanced indigenous aquatic community of fauna and flora.

3. In the Applicability of Standards Section, C.7.a describes narrative biological criteria relative to mixing zones.

4. In the Antidegradation Rules, Section D.1.a describes narrative biological criteria relative to activities in Outstanding Resource Waters and Shellfish Harvesting Waters.

5. In the General Rules Section, narrative biological criteria relative to activities in all waters are described in E.1. E.7, E.11.b(2), E.11.c.(1), E.11.c.(2), E.12.e. and E.14.b.

6. In the Class Descriptions, Designations, and Specific Standards for Surface Waters Section, all water use classifications protect for a balanced indigenous aquatic community of fauna and flora. In addition, Trout Natural and Trout Put, Grow, and Take classifications protect for reproducing trout populations and stocked trout populations, respectively.

G. CLASS DESCRIPTIONS, DESIGNATIONS, AND SPECIFIC STANDARDS FOR SURFACE WATERS.

1. All surface waters of the State, except as discussed in Section C, shall be identified within one of the classes described below. The Department may determine in accordance with Section 312 of the Clean Water Act that for some waterbodies (or portions of waterbodies), the designation of No Discharge Zone (NDZ) for Marine Sanitation Devices (MSDs) shall be enacted with application of the existing classified standards of the waterbody. Those waters classified by name shall be listed in Regulation 61-69 along with the NDZ designation, if applicable.

2. Where a surface water body is tributary to waters of a higher class, the quality of the water in the tributary shall be protected to maintain the standards of the higher classified receiving water.

3. For items not listed in each class, criteria published pursuant to Section 304(a) of the Federal Clean Water Act or other documents shall be used as guides to determine conditions which protect water uses.

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4. Outstanding Resource Waters (ORW) are freshwaters or saltwaters which constitute an outstanding recreational or ecological resource or those freshwaters suitable as a source for drinking water supply purposes with treatment levels specified by the Department.

QUALITY STANDARDS FOR OUTSTANDING RESOURCE WATERS	
ITEMS	STANDARDS
a. Dissolved oxygen, fecal coliform, pH, temperature, turbidity, or other parameters.	Water quality conditions shall be maintained and protected to the extent of the Department's statutory authority. Numeric standards for Class ORW shall be those applicable to the classification of the waterbody immediately prior to reclassification to Class ORW, including consideration of natural conditions.

5. In order to maintain the existing quality of Class ORW waters the following additional standards apply:

ITEMS	STANDARDS
a. Discharge from domestic, industrial, or agricultural waste treatment facilities; open water dredged spoil disposal.	None allowed.
b. Stormwater and other nonpoint source runoff including that from agricultural uses or permitted discharge from aquaculture, consistent with Antidegradation Rules. production facilities, and uncontaminated groundwater from mining.	Allowed if water quality necessary for existing and classified uses shall be maintained and protected concentrated aquatic animal
c. Dumping or disposal of garbage, cinders, ashes, oils sludge, or other refused.	None allowed.
d. Activities or discharges from waste treatment facilities in waters upstream or tributary shall be maintained and protected to ORW waters.	Allowed if water quality necessary for existing and classified uses consistent with Antidegradation Rules.

6. Trout Waters. The State recognizes three types of trout waters: Natural; Put, Grow, and Take; and Put and Take.

a. Natural (TN) are freshwaters suitable for supporting reproducing trout populations and a cold water balanced indigenous aquatic community of fauna and flora. Suitable also for uses listed in Freshwaters.

b. Put, Grow, and Take (TPGT) are freshwaters suitable for supporting growth of stocked trout populations and a balanced indigenous aquatic community of fauna and flora. Suitable also for uses listed in Freshwaters.

c. Put and Take (TPT). The standards of Freshwaters classification protect these uses.

7. The standards below protect the uses of Natural and Put, Grow, and Take trout waters.

QUALITY STANDARDS FOR TROUT WATERS	
ITEMS	STANDARDS
a Garbage, cinders, ashes, oils, sludge, or other refuse.	None allowed.

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b. Treated wastes, toxic wastes, deleterious substances, colored or other wastes, except those given in a. above.	None alone or in combination with other substances or wastes in sufficient amounts to be injurious to reproducing trout populations in natural waters or stocked populations in put, grow, and take waters or in any manner adversely affect the taste, color, odor, or sanitary condition thereof or impair the waters for any other best usage as determined for the specific waters which are assigned to this class.
c. Toxic pollutants listed in Section 307 of the Federal Clean Water Act and for which EPA has developed national criteria and ammonia and chlorine..	As prescribed in E.11. and E.12 of this regulation.
d. Dissolved oxygen.	Not less than 6 mg/l.
e. Fecal coliform.	Not to exceed a geometric mean of 200/100 ml, based on five consecutive samples during any 30 day period; nor shall more than 10% of the total samples during any 30 day period exceed 400/100ml.
f. pH.	Between 6.0 and 8.0.
g. Temperature.	Not to vary from levels existing under natural conditions, unless determined that some other temperature shall protect the classified uses.
h. Turbidity.	Not to exceed 10% above natural conditions, provided existing uses are maintained.

8. Freshwaters (FW) are freshwaters suitable for primary and secondary contact recreation and as a source for drinking water supply after conventional treatment in accordance with the requirements of the Department. Suitable for fishing and the survival and propagation of a balanced indigenous aquatic community of fauna and flora. Suitable also for industrial and agricultural uses.

QUALITY STANDARDS FOR FRESHWATERS

ITEMS	STANDARDS
a. Garbage, cinders, ashes, sludge, or other refuse.	None allowed.
b. Treated wastes, toxic wastes, deleterious substances, colored or other wastes except those given in (a) above.	None alone or in combination with other substances or wastes in sufficient amounts to make the waters unsafe or unsuitable for primary contact recreation or to impair the waters for any other best usage as determined for the specific waters which are assigned to this class.
c. Toxic pollutants listed in Section 307 of the Federal Clean Water Act and for which EPA has developed national criteria and ammonia and chlorine.	As prescribed in E.11 and E.12 of this regulation.
d. Dissolved Oxygen.	Daily average not less than 5.0 mg/l with a low of 4.0 mg/l.
e. Fecal coliform.	Not to exceed a geometric mean of [illegible], based on five

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	consecutive samples during any 30 day period; nor shall more than 10% of the total samples during any 30 day period exceed 400/100 ml.
f. pH.	Between 6.0 and 8.5.
g. Temperature.	As prescribed in E.9 of this regulation.

9. Shellfish Harvesting Waters* (SFH) are tidal saltwaters protected for shellfish harvesting. Suitable also for uses listed in Class SA and Class SB.

QUALITY STANDARDS FOR SHELLFISH HARVESTING WATERS

ITEMS	STANDARDS
a. Garbage, cinders, ashes, oils, sludge, or other refuse.	None allowed.
b. Treated wastes, toxic wastes, deleterious substances, colored or other wastes except those given in (a) above.	None alone or in combination with other substances or wastes in sufficient amounts to adversely affect the taste, color, odor, or sanitary condition of clams, mussels, or oysters for human consumption; or to impair the waters for any other best usage as determined for the specific waters which are assigned to this class.
c. Toxic pollutants listed in Section 307 of the Federal Clean Water Act and for which EPA has developed national criteria and ammonia and chlorine.	As prescribed in E.11 and E.12 of this regulation
d. Dissolved oxygen.	Daily average not less than 5.0 mg/l with a low of 4 mg/l.
e. Fecal coliform.	Not to exceed an MPN fecal coliform geometric mean of 14/100 ml; nor shall more than 10% of the samples exceed an MPN of 43/100 ml.
f. pH.	Shall not vary more than 3/10 of a pH unit above or below that of effluent-free waters in the same geological area having a similar total salinity, alkalinity and temperature, but not lower than 6.5 or above 8.5.
g. Temperature.	As prescribed in E.9 of this regulation.

h. *The Department may designate prohibited areas where shellfish harvesting for market purposes or human consumption shall not be allowed, consistent with the Antidegradation Rule, Section D.1.a of this regulation.

10. Class SA are tidal saltwaters suitable for primary and secondary contact recreation. Suitable also for uses listed in Class SB with the same exception.

QUALITY STANDARDS FOR CLASS SA WATERS

ITEMS	STANDARDS
a. Garbage, cinders, ashes, sludge, or other refuse.	None allowed.
b. Treated wastes, toxic wastes, deleterious substances, colored or other wastes except those given in a. above	None alone in combination with other substances or wastes in sufficient amounts to make the waters unsafe or unsuitable for primary contact recreation or to impair the waters

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	for any other best usage as determined for the specific waters which are assigned to this class. As prescribed in E.11 and E.12 of this regulation.
c. Toxic pollutants listed in Section 307 of the Federal Clean Water Act and for which EPA has developed national criteria and ammonia and chlorine.	
d. Dissolved Oxygen.	Daily average not less than 5.0 mg/l with a low of 4.0 mg/l
e. Fecal coliform.	Not to exceed a geometric mean of 200/100 ml, based on five consecutive samples during any 30 day period; nor shall more than 10% of the total samples during any 30 day period exceed 400/100 ml.
f. pH.	Shall not vary more than one-half of a pH unit above or below that of effluent-free waters in the same geological area having a similar total salinity, alkalinity and temperature, but not lower than 6.5 or above 8.5.
g. Temperature.	As prescribed in E.9 of this regulation.

11. Class SB are tidal saltwaters suitable for primary and secondary contact recreation, crabbing, and fishing, except harvesting of clams, mussels, or oysters for market purposes or human consumption. Also suitable for the survival and propagation of a balanced indigenous aquatic community of marine fauna and flora.

QUALITY STANDARDS FOR CLASS SB WATERS	
a. Garbage, cinders, ashes, sludge, or other refuse.	None allowed.
b. Treated wastes, toxic wastes, deleterious substances, colored or other wastes except those given in a. above.	None alone or in combination with other substances or wastes in sufficient amounts to be harmful to the survival of marine fauna and flora or the culture or propagation thereof; to adversely affect the taste, color, odor, or sanitary condition of fish for human consumption; to make the waters unsafe or unsuitable for secondary contact recreation; or to impair the waters for any other best usage as determined for the specific waters which are assigned to this class. As prescribed in E.11 and E.12 of this regulation.
c. Toxic pollutants listed in Section 307 of the Federal Clean Water Act and for which EPA has developed national criteria and ammonia and chlorine.	
d. Dissolved oxygen.	Not less than 4.0 mg/l.
e. Fecal coliform.	Not to exceed a geometric mean of 200/100 ml based on five consecutive samples during any 30 day period; nor shall more than 10% of the total samples examined during any 30 day period exceed 400/100 ml.
f. pH.	Shall not vary more than one-half of a pH unit above or below that of

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	effluent-free waters in the same geological area having a similar total salinity, alkalinity and temperature, but not lower than 6.5 or above 8.5.
g. Temperature.	As prescribed in E.9 of this regulation.

H. CLASS DESCRIPTIONS AND SPECIFIC STANDARDS FOR GROUND WATERS.

1. All ground waters of the State, except within mixing zones, shall be identified within one of the classes described below.

2. It is the policy of the Department to maintain the quality of ground water consistent with the highest potential uses. Most South Carolina ground water is presently suitable for drinking water without treatment and the State relies heavily upon ground water for drinking water. For this reason, all South Carolina ground water is classified Class GB effective on June 28,1985.

3. The Department recognizes that Class GB may not be suitable for some ground water. Class GA is established for exceptionally valuable ground water and Class GC is established for ground water with little potential as an underground source of drinking water.

4. In keeping with this policy the Department declares that effective June 28, 1985, all ground waters of the State shall be protected, to the extent possible, to a quality consistent with the use associated with the classes described herein.

5. A ground water monitoring program approved by the Department may be required for any existing or proposed disposal system or other activities to determine the ground water quality affected by such systems or activities. Such monitoring program may be required through the Department's permitting and certification programs.

6. Those ground waters which are classified Class GA or Class GC after petition and proper administrative procedures other than Class GB shall be described by location and listed in Regulation 61-69.

7. Class GA are those ground waters that are highly vulnerable to contamination because of the hydrological characteristics of the areas under which they occur and that are also characterized by either of the following two factors:

a. Irreplaceable, in that no reasonable alternative source of drinking water is available to substantial populations; or

b. Ecologically vital, in that the ground water provides the base flow for a particularly sensitive ecological system that, if polluted, would destroy a unique habitat.

8. The standards below protect these ground waters:

QUALITY STANDARDS FOR CLASS GA GROUND WATERS	
ITEMS	STANDARDS
a. Treated wastes, toxic wastes, deleterious substances, or constituents thereof.	None allowed.

9. Class GB. All ground waters of the State, unless classified otherwise, which meet the definition of

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underground sources of drinking water (USDW) as defined in Section B.

QUALITY STANDARDS FOR CLASS GB GROUND WATERS ITEMS	STANDARDS
a. Inorganic chemicals.	Maximum contaminant levels as set forth in R.61-58, State Primary Drinking Water Regulations.
b. Organic chemicals.	Maximum contaminant levels as set forth in R.61-58, State Primary Drinking Water Regulations.
c. Man-made radionuclides, priority pollutant volatile organic compounds, pesticides, herbicides, polychlorinated biphenyls, any other synthetic organic compounds not specified above, treated wastes, thermal wastes, deleterious substances, colored wastes or other wastes or constituents thereof.	Not to exceed concentrations or amounts such as to interfere with use, actual or intended, as determined by the Department.

10. Class GC are those ground waters not considered potential sources of drinking water and of limited beneficial use, i.e., ground waters that exceed a concentration of 10,000 mg/l total dissolved solids or are otherwise contaminated beyond levels that allow cleanup using methods reasonably employed in public water system treatment. These ground waters also must not migrate to Class GA or Class GB ground waters or have a discharge to surface water that could cause degradation.

QUALITY STANDARDS FOR CLASS GC GROUND WATERS ITEMS	STANDARDS
a. Treated wastes, toxic wastes, deleterious substances, or other constituents thereof.	None which interfere with any existing use of an underground source of drinking water.

I. SEVERABILITY.

Should any section, paragraph, or other part of this regulation be declared invalid for any reason, the remainder shall not be affected.

APPENDIX 1. WATER QUALITY CRITERIA FOR PROTECTION OF AQUATIC LIFE

Summaries of all criteria developed by EPA are published in the documentQuality Criteria for Water, EPA 440/5-86-001, available from:

U.S. Government Printing Office

Superintendent of Documents

N.Capitol and H Street NW

Washington, DC 20401

(202) 783-3238

The national criteria to protect aquatic life were published in documents which are available only from National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, VA 22161, (703) 487-4650.

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summaries of the national criteria to protect aquatic life were published in the Federal Register when criteria documents were first made available by EPA.

The following table gives the NTIS publication number and the Federal Register reference for each aquatic life criterion adopted by the Department.

POLLUTANT (CAS NUMBER)	NTIS NUMBER	FEDERAL REGISTER REFERENCE
	METALS	
Arsenic (440382)	PB85-227445	57 FR 60848, Dec. 22, 1992
Cadmium (440439)	PB85-227031	57 FR 60848, Dec. 22, 1992
Chromium +3,+6 (16065831, 18540299)	PB85-227478	57 FR 60848, Dec. 22, 1992
Copper (7440508)	PB85-227023	57 FR 60848, Dec. 22, 1992
Lead (7439921)	PB85-227437	57 FR 60848, Dec. 22, 1992
Mercury (7439976)	PB85-227452	57 FR 60848, Dec. 22, 1992
Nickel (7440020)	PB87-105359	57 FR 60848, Dec. 22, 1992
Selenium (7782492)	PB88-142237	57 FR 60848, Dec. 22, 1992
Silver (7440224)	PB81-117822	57 FR 60848, Dec. 22, 1992
Zinc (7440666)	PB87-153581	57 FR 60848, Dec. 22, 1992
	PESTICIDES AND PCBS	
a-Endosulfan (959988)	PB81-117574	57 FR 60848, Dec. 22, 1992
b-Endosulfan (33213659)	PB81-117574	57 FR 60848, Dec. 22, 1992
b-BHC (319857)	PB81-117657	
g-BHC (Lindane)(58899)	PB81-117657	57 FR 60848, Dec. 22, 1992
Aldrin (309002)	PB81-117301	57 FR 60848, Dec. 22, 1992
Dieldrin (60571)	PB81-117301	57 FR 60848, Dec. 22, 1992
4 DDT (50293)	PB81-117491	57 FR 60848, Dec. 22, 1992
drin (72208)	PB81-117582	57 FR 60848, Dec. 22, 1992
deptachlor (76448)	PB81-117632	57 FR 60848, Dec. 22, 1992
Heptachlor Epoxide (1024573)	PB81-117632	57 FR 60848, Dec. 22, 1992
Chlordane (57749)	PB81-117384	57 FR 60848, Dec. 22, 1992
Toxaphene (8001352)	PB87-105375	57 FR 60848, Dec. 22, 1992
Aroclors(PCBs) (60848) 1992	PB81-117798	57 FR 60848, Dec. 22
	OTHERS	
Pentachlorophenol (87865)	PB87-105391	57 FR 60848, Dec. 22, 1992
Cyanide (57125)	PB85-227460	57 FR 60848, Dec. 22, 1992
Chlorine (7782505)	PB85-227429	50 FR 30784, Jul. 29, 1985
Ammonia (764417)	PB85-227114	50 FR 39784, Jul. 29, 1985 [FN*]

[FN*]White sucker data deleted per July 30, 1992 memorandum from EPA. Based on discussions with EPA, the Department has removed temperature caps applicable to the national dataset.

APPENDIX 2. WATER QUALITY CRITERIA FOR PROTECTION OF HUMAN HEALTH

(all values are in Sg/l unless otherwise noted)

PRIORITY POLLUTANTS (CAS NUMBER) Metals, Cyanide, Asbestos, and Dioxin	MCL	Organism Consumption
Antimony (7440360)	6	4300
Arsenic (7440382)		1.4
Asbestos (7440417)	4	
Cadmium (7440439)	5	
Chromium (Total) (16065831 and 18540299)	100	
Mercury (7439976)		0.15
Nickel (7440020)	100	4600

Selenium (7782492)	50	
Thallium (7440280)	2	6.3
Cyanide (57125)	200	220,000
Asbestos (1332214)	7,000,000 f/l	
2,3,7,8-TCDD-Dioxin (1746016)	1.3 ppq	

Volatile Compounds

Acrolein (107028)		780
Acrylonitrile (107131)		6.6
Benzene (71432)	5	710
Bromoform (75252)	100	3600
Carbon Tetrachloride (56235)	5	44
Chlorobenzene (108907)	100	21,000
Chlorodibromomethane (124481)	100	340
Chloroform (67663)	100	4700
Dichlorobromomethane (75274)	100	220
1,2-Dichloroethane (107062)	5	990
1,1-Dichloroethylene (75354)	7	32
1,2-Dichloropropane (78875)	5	39
1,3-Dichloropropylene (Cis & Trans) (542756)		1700
Ethylbenzene (100414)	700	29,000
Methyl Bromide (74839)		4000
Methylene Chloride (75092)	5	16,000
1,1,2,2-Tetrachloroethane (79345)		110
Tetrachloroethylene (127184)	5	88.5
Toluene (108883)	1000	200,000
1,2-Trans-Dichloroethylene (156605)	100	
1,1,1-Trichloroethane (71556)	200	
1,1,2-Trichloroethane (79005)	5	420
Trichloroethylene (79016)	5	810
Vinyl Chloride (75014)	2	5250

f/l: Number of fibers per liter of water - based on consumption of water only.
pg: parts per quadrillion

Acid Compounds

	MCL	Organism Consumption
2-Chlorophenol (95578)		400
2,4-Dichlorophenol (120832)		790
2,4-Dimethylphenol (105679)		2300
2-Methyl-4,6-Dinitrophenol (534521)		765
2,4-Dinitrophenol (51285)		14,000
Pentachlorophenol (87865)	1.0	82
Phenol (108952)		4,600,000
2,4,5-Trichlorophenol (88062)		65

Base/Neutral Compounds

Acenaphthene (83329)		2700
Anthracene (120127)		110,000
Benzidine (92875)		0.0054
Benzo(a)Anthracene (56553)		0.31
Benzo(a)Pyrene (50328)	0.2	0.31
Benzo(b)Fluoranthene (205992)		0.31
Benzo(k)Fluoranthene (207089)		0.31
Bis(2-Chloroethyl)Ether (111444)		14
Bis(2-Chloroisopropyl)Ether (108601)		170,000
Bis(2-Ethylhexyl)Phthalate (117817)	6	59
Butylbenzyl Phthalate (85687)		5200
2-Chloronaphthalene (91587)		4300
Chrysene (218019)		0.31
Dibenzo(a,h)Anthracene (53703)		0.31
1,2-Dichlorobenzene (95501)	600	17,000
1,3-Dichlorobenzene (541731)		2600
1,4-Dichlorobenzene (106467)	75	2600
3,3-Dichlorobenzidine (91941)		0.77
Diethyl Phthalate (84662)		120,000
Dimethyl Phthalate (131113)		2,900,000
Di-n-Butyl Phthalate (84742)		12,000

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APPENDIX IV

PERMITS, MISCELLANEOUS LETTER, ETC.

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APPENDIX V

CONTINGENCY PLANS FOR SPILLS OF

OIL AND OTHER HAZARDOUS SUBSTANCES

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Mariner's Cay Marina Facility

Contingency Plan for the Spill of Oil or Other Hazardous Substances

April 7, 2006

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Contingency Plan for the Spill of Oil or Other Hazardous Substances

The Mariner's Cay Marina (MCM) facility will conduct its operations in such a manner to encourage all individuals who handle oil or other hazardous material to prevent spills through planning, good housekeeping, adequate equipment, proper maintenance and safe operations of related equipment. Should a spill of oil or other hazardous material occur, immediate action will be taken to contain the spill and stop any further release of the material. All responsible parties and jurisdiction agencies will be immediately notified of the spill.

Procedure for Reporting Spills

The following agencies will be immediately notified if a spill occurs.

State and Federal:	
SCDHEC Emergency Response Section, Columbia, SC	888-481-0125
EPA, Atlanta, GA	404-347-4062
USCG at Georgetown, SC	843-724-7683
USCG at Charleston, SC	843-724-7683
National Response Center, Washington, DC	800-424-8802
SCDHEC-OCRM, Charleston, SC	843-744-5838
Local:	
Fire Department- City of Folly Beach Fire Department	Emergency: 911
Police/Sheriff- City of Folly Beach Police Department	Emergency: 911
Trident SCDHEC	843-740-1590

As much pertinent information as possible will be given, including:

Location of Spill;
Source of Spill;
Time of Spill;
Volume of Spill;
Nature and potential danger of spilled material;
Anticipated movement of spill material;
Responsible Party (name, address, phone number, etc.);
Action already taken, and:
Weather conditions at spill site.

MCM personnel and boat owners will cooperate with all governmental agencies to insure proper implementation of the "State of South Carolina Contingency Plan for Spills and Releases of Oil & Hazardous Substances" prepared by the S.C. Department of Health and Environmental Control. A copy of this plan (in part) is attached.

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Spill Containment and Cleanup

Upon discovering a spill, MCM personnel will immediately make every effort to contain the spill and stop it at its source, when this can be done without danger to the health and safety of those involved. Containment may involve blocking stormwater drains, building berms and/or dikes, deploying booms and/or absorbent materials and other barriers to prevent the spread of the pollutant, and other measures to minimize health and environmental damage.

Cleanup and removal of spill material and spill contaminated materials will be undertaken after consultation with appropriate governmental agencies to determine the best method(s) for removal. The marina has contracted with (or consulted with) the following private company to conduct any cleanup of spills at the MCM.

General Engineering & Environmental, LLC
2040 Savage Road
Charleston, South Carolina 29407

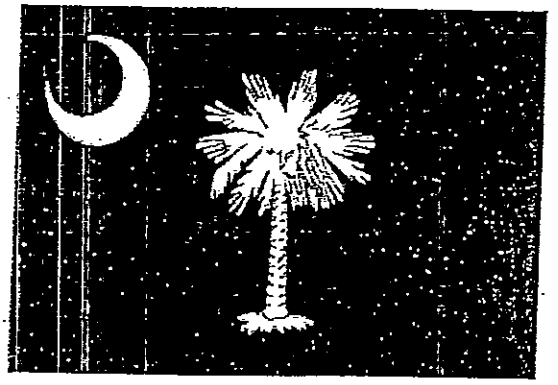
Telephone: 843-769-7378
Fax: 843-769-7397

Disposal of the pollutant and/or pollutant contaminated material will be in a manner and location as approved by the South Carolina Department of Health and Environmental Control.

Spill Handling Procedures

Spill handling procedures will be in accordance with the latest edition of the "State of South Carolina Contingency Plan for Spill and Releases of Oil & Hazardous Substances" prepared by the South Carolina Department of Health and Environmental Control. A copy of this plan is included in this appendix.

BK V583PG721



State of South Carolina

Contingency Plan

For Spills and Releases of Oil & Hazardous Substances

D H E C

PROMOTE PROTECT PROSPER

2003 Edition

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STATE OF SOUTH CAROLINA OIL AND HAZARDOUS SUBSTANCES CONTINGENCY PLAN

Subpart A - Introduction

300.1 Purpose and objective.

Prevention of spills of oil and hazardous substances is the best possible method of spill control. Encouraging all individuals who handle such materials to avoid spills through planning, housekeeping, equipment maintenance, and safe handling practices stress this control method. However, in the event a spill does occur, immediate action by all responsible parties and jurisdictional agencies is required. Therefore, the purpose of this plan is to provide for a pattern of coordinated and integrated response by agencies of the State and Federal governments in order to protect the public health and the environment from the effects and consequences of spills. This plan also outlines the responsibilities and capabilities of State and Federal groups and encourages the development of other government and private capabilities to handle spill incidents.

The State On-Scene Coordinator must use and insure that response actions/operations are consistent with the National Contingency Plan (NCP), the State of South Carolina Contingency Plan (this plan), and the S.C. Emergency Operations Plan (SCEOP).

This plan does not supersede the National Contingency Plan. The intent of the plan is to provide and establish procedures to respond to spills in conjunction with or in the absence of Federal response actions.

The objectives of this plan are to provide for efficient, coordinated action to minimize damage from oil and hazardous substance discharges, including containment, cleanup, and disposal. This plan, including the annexes, provides for:

- Coordinating between Local, County, and other State plans.
- The establishment of a simple, effective procedure for reporting spills so that the first observer of a spill incident can initiate the alert, thus insuring the earliest possible notice to the State.
- A procedure to designate a State Response Team, State On-Scene Coordinator (SOSC), and District Response Teams who have the responsibility to alert and coordinate the resources of manpower, equipment, and materials to control, contain, and cleanup spills.
- The assignment of duties and responsibilities among State Agencies and departments for coordination with Federal and local agencies, such as the U.S. Environmental Protection Agency, U.S. Coast Guard, and local response organizations such as fire departments, police, and County Emergency Preparedness divisions.
- The development of local contingency plans and mutual assistance groups so that the spiller can take prompt, effective action in the control and cleanup operations, thereby, minimizing financial liabilities associated with cleanup and restoration.
- A procedure of reimbursement to the State of South Carolina for reasonable cost incurred in the containment and cleanup of such discharge.

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300.2 Authority and application

This Plan is intended to be the State level implementing mechanism for achieving the objectives of §48-43-30 and §44-56-200 of the South Carolina Code of Law, 1976, as amended, and Federal Act 96-510 of 1980, as amended, as related to spills of oil and/or hazardous substances. In conjunction with this Plan, responders must also be aware of the State Emergency Powers Act (§6-11-1420) which gives certain additional authority to the "Fire Authority having jurisdiction" during an emergency response action. The SOSC recognizes this authority and will make all efforts to include the local fire authority in the Incident Command System/Unified Command Structure that will be utilized within this Plan. This Plan has been developed in compliance with §48-43-550 of the South Carolina Code of Law, 1976, as amended, which states:

> "The Department shall from time to time adopt, amend, repeal, and enforce reasonable regulations relating to the cleanup and removal of discharges of pollutants into the waters or onto the coasts of this State.
>
> Such regulations shall include, but are not limited to:
> ... (e) Creation by contract or administrative action of a state response team which shall be responsible for creating and maintaining a contingency plan of response, organization, and equipment for handling emergency cleanup operations. The state plans shall include detailed emergency operating procedures for the State as a whole and the team shall from time to time conduct practice alerts. The contingency plan shall contain all necessary information for the total containment and cleanup of pollution, including but not limited to an inventory of equipment and its location, a table of organization with the names, addresses, and telephone numbers of all persons responsible for implementing every phase of the plan, a list of available sources of supplies necessary for cleanup and a designation of priority zones to determine the sequence and methods of cleanup. The state response team shall act independently of agencies of the federal government but is directed to cooperate with any federal cleanup operation,..."

The Department's response to oil and hazardous substance spills and releases is mandated and guided by the S.C. Pollution Control Act (PCA), S.C. Hazardous Waste Management Act (HWMA), S.C. Oil and Gas Act (O&GA), among others. Under the Federal Clean Water Act (CWA), the Department serves as a member of the Federal Regional Response Team. For inland planning and response, the Department coordinates with the USEPA in implementing the NCP and the Area Plan developed per the Oil Pollution Act of 1990 (OPA90). In the coastal area, the Department ensures that state interests and concerns are addressed and cooperates with the U.S. Coast Guard, who is designated federal on-scene coordinator, in implementing the NCP and the Area Plan developed per OPA90.

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Our response authorities are primarily as follows:

- §48-1-90 of the Pollution Control Act, Chapter 1 of Title 48 Environmental Protection and Conservation, Code of Laws of South Carolina, 1976, states that "...It shall be unlawful for any person, directly or indirectly, to throw, drain, run, allow to seep or otherwise discharge into the environment of the State organic or inorganic matter, including sewage, industrial wastes and other wastes, except as in compliance with a permit issued by the Department..."

- §48-43-520 (4), of the 1977 South Carolina Oil and Gas Act confers upon the Department power to: "...(a) Deal with the hazards and threats of danger and damage posed by such transfers (of pollutants [defined as oil of any kind and in any form -e.g. gasoline, pesticides, ammonia, chlorine, and derivatives thereof] between vessels, between onshore facilities and vessels, and between terminal facilities within the jurisdiction of the State and State waters) and related activities" and "(b) Require the prompt containment and removal of pollution occasioned thereby ...".

  §48-43-530(1) continues: "The Department may call upon any other state agency for consultative services and technical advice and the other agencies are directed to cooperate with the Department".

  §48-43-550 directs "The Department shall from time to time adopt, amend, repeal, and enforce reasonable regulations relating to the cleanup and removal of discharges of pollutants into the waters or onto the coasts of this State. Such regulations shall include, but not be limited to:
  (a) Operation and inspection requirements for terminal facilities, vessels, and other matters relating to certification under this article but shall not require vessels to maintain spill prevention gear, holding tanks of any kind, and containment gear in excess of federal requirements.
  (b) Procedures and methods of reporting discharges and other occurrences prohibited by this article.
  (c) Procedures, methods, means, and equipment to be used by persons subject to regulation by this article on the removal of pollutants.
  (d) Development and implementation of criteria and plans to meet pollution occurrences of various degrees and kinds..."

  §48-43-560 states "(1) Any person discharging pollutants in violation of this article shall immediately undertake to contain, remove, and abate the discharge to the Department's satisfaction. Notwithstanding the above requirements, the Department may undertake the removal of the discharge and may contract and retain agents who shall operate under the direction of the Department. (2) If the person causing a discharge, or the person in charge of facilities at which a discharge has taken place, fails to act, the Department may arrange for the removal of the pollutant, except that if the pollutant was discharged into or upon the navigable waters of the United States, the Department shall act in accordance with the national contingency plan for removal of such pollution as established pursuant to the Federal

Clean Water Act, as amended, and the costs or removal incurred by the Department shall be Paid in accordance with the applicable provisions of the law. Federal funds provided under this act shall be used to the maximum extent possible prior to the expenditure of state funds. (3) In the event of discharge the source of which is unknown, any local discharge cleanup organization shall, upon the request of the Department or its designee, immediately contain and remove the discharge."

- The Federal Water Pollution Control Act as amended, has provisions relating to the national contingency plan for the reporting of, responding to, and removing of pollutants. Spills of oil or reportable quantities of hazardous substances to navigable waters or releases of reportable quantities under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) are required to be reported immediately to the National Response Center (1-800-424-8802).

- The South Carolina Hazardous Waste Management Regulations 61-79.265 Subpart D requires that all fully regulated generators or treaters, storers, or disposers of hazardous wastes have a contingency plan and emergency procedures which must be implemented upon release of a hazardous waste. In addition, spilled hazardous materials may become hazardous wastes, and must be managed and disposed in accordance with these regulations

- The S.C. Hazardous Waste Management Act has incorporated Federal CERCLA under Section 44-56-200. When read broadly, the Department has authority to enforce the Reportable Quantity provisions along with Response Authority provisions under the Federal statue. Under CERCLA, as amended, Section 104 identifies Response Authorities which are stated as follows:

  "Whenever:
  (A) any hazardous substance is released or there is a substantial threat of such a release into the environment, or
  (B) there is a release or substantial threat of release into the environment of any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, the President is authorized to act, consistent with the national contingency plan, to remove or arrange for the removal of, and provide for remedial action relating to such hazardous substance, pollutant, contaminant at any time (including its removal from any contaminated natural resource), or take any other response measure consistent with the national contingency plan which the President deems necessary to protect the public health or welfare or the environment. When the President determines that such action will be done properly and promptly by the owner or operator of the facility or vessel or by any other responsible party, the President may allow such person to carry out the action,..."

In taking a response action DHEC must be consistent with the National Contingency Plan.

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300.2.1 State Policy

"It is declared to be the public policy of the State to maintain reasonable standards of purity of the air and water resources of the State, consistent with the public health, safety, and welfare of its citizens, maximum employment, the industrial development of the State, the propagation and protection of terrestrial and marine flora and fauna, and the protection of physical property and other resources. It is further declared that to secure these purposes and the enforcement of the provisions of this act, the Department of Health and Environmental Control shall have authority to abate, control and prevent pollution." (§48-1-20, S.C. Code of Laws, 1976, as amended).

300.2.2 Federal Policy

Section 1510.21 of the National Contingency Plan states: "The Congress has declared that it is the policy of the United States that there should be no discharge of oil or hazardous substance into or upon the navigable waters of the United States, adjoining shorelines, or upon the waters of the contiguous zone." (Section 311 (b)(1) of the Act PL 92-500).

Navigable waters are broadly defined under the Clean Water Act and Federal Oil Pollution Act to include all waters that are used in interstate or foreign commerce, all interstate waters including wetlands, and all interstate waters, such as lakes, rivers, streams, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds. Essentially, the term navigable water refers to any natural surface water in the United States. Case law has also established that navigable water includes anything that could have a "hydraulic connection" to navigable waters.

300.3 Scope

This Plan is effective for all jurisdictional land, air, and waters of the State, both coastal and inland. The provisions of the Plan are applicable to all State Agencies mentioned in §48-43-570 of the South Carolina Code of Law, 1976, as amended, as well as all other State Agencies included in this Plan. Implementation of the Plan is compatible with and complementary to currently effective State and Federal legislation.

300.4 Abbreviations

Department and Agency title abbreviations:

DHEC - South Carolina Department of Health & Environmental Control
OCRM – DHEC's Office of Ocean and Coastal Resource Management
SCDOT - South Carolina Department of Transportation
EPA - U. S. Environmental Protection Agency
EPD - South Carolina Emergency Preparedness Division
EQC - DHEC Environmental Quality Control
ERS - DHEC Emergency Response Section
SCPSC- South Carolina Public Service Commission
SCHP - Highway Patrol, Dept. of Public Safety
SCDNR - South Carolina Department of Natural Resources
USCG - U. S. Coast Guard

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Operational abbreviations:

DOSC - District On-Scene Coordinator
DRT - District Emergency Response Team
EFIS - Environmental Facility Information System
ERT - Emergency Response Team
FOSC - Federal On-Scene Coordinator
MSO - USCG, Marine Safety Office
OSC - On-Scene Coordinator
Plan - State of South Carolina Contingency Plan for Oil & Hazardous Substance (this plan)
RPM - Remedial Project Manager
RRT - Regional Response Team - Federal Region IV
SCP - State Contingency Plan
SOSC - State On-Scene Coordinator
SPCC - Spill Prevention, Containment, and Countermeasure Plan
SRT - State Response Team

300.5 Definitions.

Terms not defined in this section have the meaning given by CERCLA, the OPA, CWA, O&GA, HWMA, or PCA.

Activation means notification by telephone or other expeditious matter or, when required, the assembly of some or all appropriate members of the RRT, and/or SRT.

CERCLA is the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Re-authorization Act of 1986, as amended.

Department shall mean the South Carolina Department of Health and Environmental Control.

Discharge, for the purpose of this Plan includes, but is not limited to, any spilling, leaking, pumping, pouring, emitting, emptying, or dumping of oil or hazardous substance into the environment of the State. For the purpose of this Plan, discharge also means threat of discharge.

District Emergency Response Team - Predesignated staff from each DHEC EQC District Office that is responsible, in part, for emergency response work under this plan.

Drinking water supply for the purpose of this Plan mean any raw or finished water source that is or may be used by a public water system or as drinking water by one or more individuals such as wells.

Emergency Response Team - personnel from the DHEC EQC, Bureau of Land and Waste Management, Emergency Response Section.

Environment means the waters, and any land surface or subsurface strata, or ambient air within or

connected to the jurisdictional boundaries of the State of South Carolina.

Hazardous substance for the purpose of this Plan means any substance, or combination of substances that are defined as:

- "Hazardous Waste" under the South Carolina Hazardous Waste Management Act and promulgated regulation,
- "Hazardous Substance" under State CERCLA,
- "Oil" or "Gas" under the South Carolina Oil and Gas Act,
- "Pollutant" under the South Carolina Oil and Gas Act,
- "Pollution" under the South Carolina Pollution Control Act or the Oil and Gas Act,
- "Hazardous Material" as used in the South Carolina Hazardous Waste Management Act.

Incident for the purpose of this Plan means any spilling, leaking, pouring, emitting, emptying, or dumping of an oil or hazardous substance, whether intentional or unintentional, into the environment.

Natural resource means land, fish, wildlife, plant, biota, air, water, ground water, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the State of South Carolina.

Oil means oil of any kind or in any form, including, but not limited to, petroleum, fuel oil, sludge; oil refuse, and oil mixed with wastes other than dredged spoils, but excludes liquid hydrocarbons that were originally in a gaseous phase in the reservoir.

RQ (Reportable Quantity) Chemical means any chemical that is listed in 40 CFR Table 302.4 (CERCLA) and/or is listed as an Extremely Hazardous Substance (EHS) in 40 CFR Section 305 Appendix A and/or B.

Release / Spill. For the purpose of this Plan, spill shall mean the release, spill, discharge, or escape of any pollutant into the air, land, or water, whether intentional or unintentional, of the State. Spill and release may be used interchangeably.

Size classification of discharges refers to the following size classes of oil and hazardous substance discharges, which are provided as guidance to the SOSC and serve as criteria for the actions delineated within this Plan. They are not meant to imply associated degrees of hazard to public health or welfare, nor are they a measure of environmental injury, nor does it relate to a Responsible Parties reporting requirement. Any discharge that poses a substantial threat to public health or welfare or the environment or results in significant public concern shall be classified as a major discharge regardless of the quantitative measures:

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CATEGORY	AMOUNT SPILLED	TERMINOLOGY
Level 1	none, but substantial risk	Potential
Level 2	OIL - <1,000 gallons and/or RQ Chemical - <Listed RQ and/or Non-RQ Substance - <500 gallons	Minor

CATEGORY	AMOUNT SPILLED	TERMINOLOGY
Level 3	OIL - 1,000-10,000 gallons and/or RQ Chemical - ≥Listed RQ and/or Non-RQ Substance - ≥500 gallons	Medium
Level 4	OIL - ≥10,000 gallons and/or RQ Chemical - ≥Listed RQ and/or Hazardous Substance - ≥500 gallons	Major

State On-scene coordinator means the official predesignated by the Department to coordinate and direct state response under this Plan. The Department has designated the Manager of the Emergency Response Section of DHEC as the SOSC.

State Response Team for the purpose of this Plan shall include the SOSC, DOSC, ERT, DRT, and all Allied Agencies.

Waters means lakes, bays, sounds, ponds, impounding reservoirs, springs, wells, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Atlantic Ocean within the territorial limits of the State, and all other bodies of surface or underground water, natural or artificial, public or private, inland or coastal, fresh or salt, which are wholly or partially within or bordering the State or within its jurisdiction.

300.6 Use of number and gender.

As used in this plan, words in the singular also include the plural and words in the masculine gender also include the feminine and vice versa, as the cause may require.

300.7 Computation of time.

[Reserved]

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Subpart B - Responsibility and Organization for Response

300.100 Duties of Department delegated to SOSC.

The Department has designated the responsibilities of the State On-Scene Coordinator to the Manager, Emergency Response Section.

300.105 General organizational concepts.

State agencies should:

1. Plan for emergencies and develop procedures for addressing hazardous substance incidents;
2. Coordinate their planning, preparedness, and response activities with one another;
3. Coordinate their planning, preparedness, and response activities with other affected states, county and local governments, and private entities;
4. Make available those facilities or resources that may be useful in a response situation, consistent with agency authorities and capabilities.

Three fundamental kinds of activities are preformed pursuant to this Plan.

- Preparedness planning and coordination for response to a hazardous substance incident.
- Notification and communications; and
- Response operations at the scene of an incident.

The organizational elements created to perform these activities are:

- The SRT is responsible for statewide response and preparedness planning, for coordinating regional planning, for providing policy guidance and support to the DOSC.
- The ERT is responsible for statewide response and technical support to any federal, state, or local agency during an incident involving a hazardous substance.
- The DRT is responsible for response and technical support within a set geographical area to federal, state, and local agencies.
- The SOSC is primarily responsible for directing response efforts and coordinating all efforts at the scene of a hazardous substance incident requiring state involvement.

The specific duties and responsibilities of the SRT, ERT, DRT, and SOSC are contained in more detail later on in Subpart B. Additionally, SCDHEC has set up a Disaster Coordination Team that will activate to assist during major incidents or disasters.

The basic framework for the response management structure is a system that brings together the functions of the Federal Government, the State Government, Local Government and the responsible party to achieve an effective and efficient response, where the OSC (federal or state) maintains coordinating authority.

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300.105.1 Incident Command System.

An Incident Command System (ICS) will be used by all agencies during all emergency response efforts. The SOSC will specifically use a UNIFIED COMMAND (UC) approach when implementing the ICS. The Unified Command is a larger accommodating structure that ensures that responsibilities are defined, efforts and resources are combined, and maximum efficiency is achieved within a cooperative environment. While the NCP mandates that the FOSC has ultimate authority to direct the response, an ICS led by a UC maintains a cooperative environment, promoting overall efficiency in the emergency response. The SOSC will assure that local response agencies are appropriately represented at the command level of the UC system.

The organizational concepts of the state response system are depicted in Annex A. Figure 1 illustrates the ICS/UC that will be used when implementing this plan. This Plan has adopted the Incident Command System/Unified Command (ICS/UC) response management system. This system is consistent with the National Contingency Plan (NCP) and meets the OSHA requirements of 29 CFR 1910.120(q).

300.105.2 EQC Districts and FOSC boundaries.

The State of South Carolina is divided into twelve Environmental Quality Control (EQC) districts. Each district office has technical personnel who make up the District Response Team. Each District Director is responsible for maintaining their respective District Response Team. Each DRT is responsible for initial investigation of spills and the coordination of control, containment and cleanup of spills of hazardous substances that occur within their specific geographical area or as needed statewide. The official record keeping system for all investigations, both District and Central Office, will be the Environmental Facility Information System (EFIS).

The location of the district EQC offices and the jurisdictional area for each is in Annex B. Figure 2 illustrates the EQC district boundaries.

The Annex C describes the predesignated federal jnrisdictional boundaries. Figure 3 illustrates the federal boundaries within South Carolina. This illustration shows the EPA and USCG boundaries.

300.110 National Response Team.

[Reserved]

300.115 Regional Response Teams.

DHEC is the official South Carolina representative to the Region IV RRT. The Director of the Division of Waste Assessment and Emergency Response is the primary member. The Manager of the Emergency Response Section is the alternate member. Associate state members are the SCEMD and the SCDNR.

300.115.1 Region IV Regional Response Team (RRT).

The RRT was organized as a part of the National Contingency Plan, which was developed in compliance with Section 311(c)(2) of the Clean Water Act, as amended [33 U.S.C. 1321(c)(2)]. An incident specific RRT can consist of fourteen (14) federal agencies, the affected state agency(s), and other select advisory agencies as appropriate to the spill incident.

300.115.1.1 The primary membership of the RRT is comprised of the following agencies with the main office and location indicated:

U.S. Coast Guard (USCG) (Co-Chair)	Commander, 7th CG District 909 SE 1st Ave Miami, Fl. 33131-3050
U.S. Environmental Protection Agency (EPA) (Co-Chair)	Region IV, 11th Floor 61 Forsyth Street, SW Atlanta, Georgia 30303-3104
Department of Transportation (DOT) Federal Highway Administration	61 Forsyth Street, SW, 17T75 Atlanta, Georgia 30303-3104
Federal Railway Administration	61 Forsyth Street, SW, Atlanta, Georgia 30303-3104
Department of Interior (DOI)	U.S. Fish and Wildlife R.B. Russell Federal Bldg. 75 Spring St; SW; Rm 1034 Atlanta, Ga. 30303
Department of Commerce NOAA	NOAA/NOS/ORCA/HMRAD 7600 Sand Point Way, NE Bin C15700 Seattle, WA 98115-0070
Department of Defense (DOD)	Dept. of Army; HQ 2nd U.S. Army Attn: AFKD-OPM Ft. Gillian, Ga; 30050
	Dept. of Navy - Naval Base Jacksonville Building 1, Langley St; Room 146 Jacksonville, FL; 32212-0102

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Federal Emergency Management Agency (FEMA)	3003 Chamblee-Tucker Road Atlanta, Ga. 3030341
Department of Labor, OSHA	Suite 587, 1375 Peachtree Street, Atlanta, Ga. 30367
Department of Health & Human Services Disease Control Branch	101 Marietta Tower Atlanta, Ga. 30323
Department of Justice	Environmental Enforcement Room 1644 Washington, D.C., 20530
Department of Agriculture	Food & Nutrition Service Room 200, 1100 Spring St, NW Atlanta, Ga., 30367
General Accounting Office	101 Marietta Tower Suite 200 Atlanta, Ga., 30323
Department of Energy	Atlanta Support Office 730 Peachtree St, NE Suite 876 Atlanta, Ga., 30308
South Carolina Dept. of Health and Environmental Control	2600 Bull Street Columbia, SC 29201

For planning purposes the following states are also members of the standing Federal Region IV RRT:

State of Alabama	State of Florida	State of Georgia	Commonwealth of Kentucky
State of Mississippi	State of North Carolina		State of Tennessee

300.115.2 Activation of the RRT

Activation of the RRT shall be in accordance with the National and Regional Contingency Plans. To activate the RRT, the appropriate primary members shall be immediately notified. The responsibility for this initial notification of the RRT shall reside with the predesignated FOSC. Initial notification shall be by telephone with additional documentation as per the National Contingency Plan. It is the responsibility of each RRT member to ensure that telephone numbers and names of team members and alternates are provided for inclusion into the Regional Contingency Plan and that they are kept up-to-date.

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300.115.3 RRT Duties and Responsibilities.

In addition to the duties, functions, and responsibilities contained in the National Contingency Plan (1510.34), the following specific functions shall be performed by the RRT:

(a) Assist the FOSC/SOSC in obtaining additional equipment and resources. In many cases, the FOSC/SOSC will have the need for equipment and resources that are not available locally. Oftentimes this equipment is known to be available from other federal agencies or related groups. Should such a request be received, the appropriate Primary or Advisory team member representing the source of this equipment or resource shall obtain all available information on its availability, time to scene, and other pertinent factors for transmittal to the OSC via the RRT. In addition, if requested, the appropriate RRT member shall assist in making arrangements for the delivery of the equipment to the spill site along with appropriate operating or advisory personal.

(b) Assist the FOSC/SOSC with response decisions as needed or requested. Such decisions include, but are not limited to, cleanup options, bioremediation, dispersant use, etc.

300.120 On-scene coordinators and remedial project managers: general responsibilities.

The SOSC or his designee will work through the ICS-UC to develop response objectives at the scene of a discharge or release. As part of the planning and preparedness for response, the Department has predesignated specific technical staff within each EQC District office to be DOSCs.

The SOSC should ensure that persons designated to act as DOSCs are adequately trained and prepared to carry out actions under this plan, to the extent practicable.

The SOSC is responsible for maintaining this contingency Plan. This plan shall, as needed, be updated in cooperation with the RRT, other state agencies, and local government.

Coordination of public information. In accordance with Section 300.155.3 of this plan, when activated, the SOSC shall coordinate the preparation and release of all public information and the scheduling and location of all press conferences via the DHEC Media Relations representative.

300.120.1 The manager of the Emergency Response Section, DHEC, shall be the State On-Scene Coordinator (SOSC) unless otherwise designated by him or the Deputy Commissioner of the Office of Environmental Quality Control. Please refer to Appendix A of this Plan for the established DHEC Incident Command System.

300.120.2 The SOSC shall have jurisdiction over all spills of oil and hazardous substances within the State Boundaries. In the event that the spill is of the nature requiring USEPA or USCG to send a representative, decisions affecting the spill activities will be closely coordinated. (See

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Annex C for predesignated boundary lines between EPA and USCG.)

300.120.3 If in the opinion of the SOSC the resources of manpower and equipment on a spill scene are inadequate to protect the public health and the environment in any phase of the control, containment and emergency cleanup, he will initiate the necessary operational procedures to insure that protection. If necessary, he will augment the response with additional personnel from the South Carolina Department of Health and Environmental Control (DHEC), the South Carolina Department of Public Safety, Highway Patrol (SCHP), the South Carolina Department of Natural Resources (SCDNR), the DHEC Office of Ocean and Coastal Resources Management (OCRM), the South Carolina Forestry Commission (SCFC), contractors, and any industrial or mutual assistance groups. The United States Environmental Protection Agency (EPA) and/or the United States Coast Guard (USCG) will be kept posted of State actions. The SOSC will coordinate information transfer to the Federal agencies. The SOSC can request assistance or Federalization of a spill if any one of the following circumstances exists: (1) the spiller is unknown; (2) the spiller is not responding to the incident in a satisfactory manner; (3) the spill is beyond the capabilities of the State to handle; (4) or for oversight of response effort/technical assistance.

SOSC will ensure that emergency response procedures and guidelines are coordinated with the USEPA and USCG as put forth in the Memoranda of Agreement between South Carolina and the above two agencies (see Appendix D and F).

300.120.4 The SOSC will not be expected to know how to neutralize or decontaminate all of the thousands of hazardous substances that are in existence or may be produced in the future. If one of these chemicals is spilled, the SOSC is charged with obtaining any necessary technical assistance. A continuing training program will be conducted to keep the DHEC response personnel abreast of new methods of oil and hazardous substance spill control, containment, neutralization, decontamination, cleanup, and removal.

300.120.5 The SOSC will be responsible for maintaining this Plan and necessary equipment manuals, procedure manuals, and cleanup contractor reference information. All ERT members as well as each EQC District Office, as applicable, will keep these manuals and references.

300.120.6 The SOSC will authorize a Central Office Duty Officer (CODO) to be on call 24 hours a day, every day of the year. The Duty Officer will be a member of the DHEC Emergency Response Team and will be on call on a rotational basis. The Duty Officer will be responsible for handling spill response calls that are telephoned into the 24-hour telephone line. The duty officer will be responsible, in part, for:

1. Recording all pertinent data as required, in part, in section 300.300.3 of this Plan and keeping an accurate log (EFIS) of all calls received.
2. Notify the appropriate DOSC for follow up and investigation.
3. Notify appropriate Federal, State, and local agencies as needed.
4. Notify SOSC of significant concerns that may require deployment of the ERT and/or the SRT, or other State resources.

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300.125 Notification and communications

The Department's emergency response number is continuously manned for handling notifications of oil and hazardous substance spills and fish kills. The Emergency Response number is also the reporting point for RQ releases under applicable state and federal regulations. The SERC designated this line for the EPCRA spill reporting point.

Notifications should be made to the Central Office Duty Officer, telephone (803) 253-6488 or toll-free at (888) 481-0125. All notices of discharges or releases received at the emergency response number will be handled immediately by telephone and forwarded to the appropriate DOSC.

300.125.1 Notification of Allied Agencies

The SOSC should anticipate all possible resource needs during the response. If personnel, equipment, or other resources are needed for the response effort, notifications to the agency(s) controlling such resources will be as soon as possible. If at all possible, the primary contact for each allied agency will be notified well in advance of the actual time the resource is required to be on site.

Additionally, the SOSC is responsible for notifications to agencies and departments that may have a vested interest in the incident or has a need to know. The SOSC will notify each agency/department of the incident and give as much detail as needed to allow the agency/department to act or prepare for a response to the incident. Some of the agencies/departments are listed below.

- SCDHEC - ERT, R-1, DRT, Media Relations, Director of Waste Assessment and Emergency Response, and any other specific program areas.
- SCDNR, SCDOT, SCHP, PSC, etc.
- SC Emergency Management Division
- Local Emergency Preparedness Divisions
- USEPA and/or USCG (Charleston or Savannah)
- North Carolina / Georgia

300.130 Determination to initiate response and special conditions

The statutory authority for emergency response and removal actions for spills or releases of oils or hazardous substances arises from the Oil and Gas Act (Title 48, Chapter 43, Code of Laws of South Carolina, 1976, as amended) along with other State laws. The Act declares (§48-43-520) that police powers are granted to the Department and further directs the department to follow the Federal Water Pollution Control Act and especially the National Contingency Plan for the removal of pollutants or contaminants. Further, in §48-43-550(e), the Act mandates emergency cleanup responses for the state as a whole. It also grants independent actions from the Federal Government on any response operation but directs cooperation with any Federal response or cleanup operation.

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The Hazardous Waste Management Act (§44-56-200) has adopted CERCLA as State Law. Section 104 of CERCLA, especially, directs response actions to be undertaken for a release or a substantial threat of a release to the environment or for one that provides an imminent and substantial threat to the public health or welfare. Section 104 further requires in (a)(1) that such actions be allowed to proceed by the appropriate response authority when determined that the remediation effort by the owner, operator, or any other responsible party can be done properly and promptly.

This contingency plan may be implemented under various conditions. This plan will be implemented during any DHEC field response to a spill/release. The SOSC may initiate a state response of various degrees depending on the severity of an incident. Listed below are a few of the conditions in which the SOSC may activate all or part of this plan for a spill or release. This list is not all-inclusive and should be used only as a guide.

- When a local agency (i.e. fire department) needs technical information/support on an oil or hazardous substance incident;
- When a death or injury has occurred due to a hazardous substance incident;
- When interstate highways or major roads are closed because of spills;
- When drinking water intakes are threatened;
- When an incident may impact adjoining states;
- When the assistance of the USEPA or USCG are required;
- Populated areas of the state are, or may need to be, evacuated;
- Large quantities of a hazardous substance(s) are involved or potentially involved.

300.130.1 Radiological

Where a release or discharge occurs involving radioactive materials, the response action will be in accordance with the State of South Carolina Operational Radiological Emergency Response Plan and/or State of South Carolina Technical Radiological Emergency Response Plan (SCORERP/SCTRERP). SCORERP/SCTRERP are plans that were developed under the Atomic Energy and Radiation Control Act (Title 13, Chapter 7, Code of Laws of South Carolina, 1976, as amended). The SOSC will work in conjunction and coordination with the lead under SCORERP. If the Department's emergency response number is notified of any radiological event, the CODO will immediately notify the DHEC Nuclear Response and Emergency Environmental Surveillance Duty Officer of the call.

300.130.2 Need for Federal Resources

Where the release or discharge situation exceeds the capabilities of the State and local government agencies, then the SOSC may call upon the appropriate FOSC to coordinate further response capability.

300.130.3 Disasters

The State Emergency Operations Center (SEOC) may be activated under the South Carolina Emergency Operations Plan, to address or prepare for responses to hazardous substance incidents related to an impending or declared disaster or other catastrophic event. DHEC EQC

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will operate under Emergency Support Function (ESF) 10 (HAZMAT). This Plan will be used in conjunction with other approved DHEC SOPs.

300.135 Response operations

The SOSC, consistent with 300.120 and 300.125, shall direct DHEC's response efforts and coordinate all other efforts through an ICS-UC at the scene of the release or discharge. The DOSC shall coordinate all required or necessary response actions with the SOSC. The DOSC shall collect pertinent facts about the discharge or release to include if possible, source, cause, identification of all potentially responsible parties, the travel path and fate of the released materials, pathways to human and environmental exposure and their potential impacts, and level of overall threat to the health and welfare of citizens of South Carolina. The DOSC shall coordinate with all other responding authorities, including federal, state, local, and potential responsible parties. Through the implementation of a ICS/UC keep all responders informed as to the progress of the response effort. The DOSC shall use appropriate resources to gauge the health effects, if any, from the release to the public at large and the response workers at the scene and consult with the appropriate state, local, and federal agencies as needed. The DOSC shall develop a final incident report that chronicles the event and response effort. This report will be the official DHEC report containing all pertinent photographs, response memorandums, copies of responsible party reports, and the like. The body of this report will be generated using EFIS.

300.140 Multi-jurisdictional responses

The SOSC will initiate an Incident Command System utilizing a Unified Command approach. The SOSC will direct all DHEC response efforts at the incident. The SOSC will, through its Liaison Officer, maintain contact with all local government agencies/authorities and request input from such agencies/authorities as necessary, as to their concerns and priorities during the incident. Under all conditions (i.e. major chemical fire) the SOSC will have local fire authorities present in the IC for direct consultation.

300.145 Special teams and other assistance available to the SOSC

One of the primary objectives of the spills program is to inform potential spillers of the importance of containment and cleanup so that they may take immediate action in the event of a spill; thus, mitigating potential public health exposure and environmental damage. However, there will be times when the members of the SRT must intervene, utilizing the available equipment and special forces of the state. Listed below are special teams and state agencies that have certain responsibilities under this plan. The SOSC will maintain information such as: specific points of contact, equipment/resource list, responsibilities/capabilities list, and field communications capabilities for each special team or state agency.

300.145.1 State Response Team

300.145.1(a) Primary membership of the State Response Team (SRT), as established in §48-43-520 of the South Carolina Code of Law, 1976, as amended, shall consist of the State On-Scene Coordinator, DOSC, members of the DHEC Emergency Response Section, and the DHEC District Response Teams.

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300.145.1(b) Advisory membership of the SRT, as established in §48-43-570 of the South Carolina Code of Laws, 1976, as amended, will be comprised of the following agencies:

S.C. Department of Public Safety, Highway Patrol
S.C. Department of Transportation
S.C. Department of Natural Resources
S.C. Forestry Commission
S.C. DHEC Office of Ocean and Coastal Resource Management

300.145.1(c) The Headquarters of the SRT is located within the SCDHEC Bureau of Land and Waste Management, Stern Business Center, 8901 Farrow Road, Columbia, S.C., 29223, (803)896-4111 (mailing address: 2600 Bull Street, Columbia, SC, 29201).

300.145.1(d) In the event of a spill or release of oil or other hazardous substance it is the responsibility of the primary members of the SRT to:

- Protect human life at all times
- Protect public health
- Prevent or minimize contamination of the environment
- Keep a chronological log of all spill incidents
- Maintain progress reports for concerned parties
- Coordinate containment, cleanup and disposal activities at the spill
- Collection of short-term data, as appropriate
- Coordinate wildlife rescue, rehabilitation, and assessment
- Maintain accounting of the State funds and equipment utilized in the spill containment, cleanup and disposal
- Conduct Media Relations

300.145.1(e) In the event of a spill, the primary and advisory members of the SRT shall be activated as needed. The responsibility for initial notification of the secondary members shall rest with the SOSC. It is the responsibility of each SRT member to insure that telephone numbers and names of key personnel are provided to the SOSC and are kept up-to-date. The SOSC can provide notifications to SRT members as needed for spills that are categorized as Potential and Minor.

300.145.1(f) All ERT and DRT members are trained at least to the Technician Level as required by OSHA, per CFR 29, 1910.120. The ERT and DRT members receive additional training that includes, in part, Incident Command System and other related spill and emergency response training.

300.145.1(g) In the event that a spilled substance may have a detrimental effect on air quality and/or pose a threat to drinking water supplies, notification is made to the appropriate personnel within DHEC and local governments by the SOSC. Personnel within the appropriate program areas within DHEC will assist the SOSC in contacting the municipalities, industries and other persons potentially affected by the spill.

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300.145.2 DHEC Emergency Response Team (ERT)

The ERT is a statewide response program. It is made up of trained responders from the Emergency Response Section in Columbia with support from other DHEC Central Office programs. The ERT has personnel that have training and equipment above and beyond that of the DRTs. The ERT responds statewide to assist the SOSC or the DOSC as well as all local agencies. The ERT has equipment and training to dress out in full level "A" personal protective equipment and perform air monitoring and sampling if needed. Most of the equipment is contained in a specially designed command/emergency vehicle. The ERT has and uses CGI/LEL/O2 monitors, photo-ionization detectors, flame-ionization detectors, colorimetric indicator tubes, computer databases, and decontamination equipment. The ERT also has several vehicles and a spill trailer for oil spill response. The trailer contains several hundred feet of commercial boom as well as oil sorbents, portable lights, generators, and other items for oil spill response.

300.145.2.1 The ERT has various methods of communicating with the SOSC and other allied agencies. All ERT vehicles have cellular telephones. Each ERT vehicle also has radio communications equipment that operates in the 800 MHz, UHF and VHF bands. Direct radio communications are possible with SCHP, SCEPD, SCDNR, USCG, and various local fire and EMS departments.

The ERT also has access to a mobile antenna/base radio station that is mounted on a trailer. This unit has an extendable sixty-foot antenna as well as a 200-watt base radio (DHEC low-band only). This unit is stored at State Park in Columbia.

300.145.3 District Response Teams (DRT)

When any District Response Team (DRT) member responds to a spill event he shall be the official representative of the SOSC and assume the responsibilities thereof. The official designation shall be District On-Scene Coordinator (DOSC).

300.145.3.1 The duties and responsibilities of the DOSC are to:

a) Provide initial response to all spills in their district.
b) Work to establish an ICS/UC approach to the incident.
c) Assist in the preparation of a Site Safety Plan, to include, but not be limited to, identification of the identity and characteristics of the released material; determination of weather, topography, hydrology, vulnerable communities, facilities, water intakes, and natural resources; hazard recognition; establishment of an appropriate exclusion zone for responder safety; and recommendation of necessary public advisories/evacuations/shelter-in-place notices.
d) Provide information, as needed, to news media and community groups during and after the emergency event.
e) See that containment and cleanup procedures are initiated in a timely manner.
f) Provide an effective communications link, during a spill event, between the SOSC and the responsible party and the party or parties retained to contain and cleanup the spill. The DOSC will communicate with the SOSC immediately any spill incident needing manpower or

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equipment from the ERT.

g) Provide technical assistance to local agency representatives and spillers on hazard recognition.
h) Assist the responders and spiller with the most effective course of action for combating the spill.
i) Ensure that all information concerning potential threats to the public health and environment, such as drinking water supplies or air quality, is reported to the SOSC.
j) Record DHEC costs incurred in responding to a spill if so requested by the SOSC.
k) Make a detailed, written report on the circumstances surrounding the incident, waters and/or lands affected, and the PRPs involved, through the use of EFIS.
l) Provide the support staff necessary for the proper functioning and assistance to the ERT as deemed necessary by the SOSC during emergency response operations through activation of the DRT.
m) Formally notify the spiller of the requirements to control, contain, and cleanup and dispose of the spill and any contamination resulting thereof.
n) Provide resource lists and options for cleanup alternatives to the spiller, if needed.
o) Monitor progress of the response and any resulting cleanup efforts.
p) Notify the responsible party of cleanup insufficiencies.
q) Notify the SOSC of continuing insufficiencies with a recommendation for further State and/or Federal action.
r) Determination and recommendation of sampling or study needs to evaluate the effectiveness and completeness of the cleanup.
s) Recommend enforcement action to penalize failure to properly contain and cleanup spills or negligent acts (both civil and/or criminal actions).

300.145.3.2 Farrow Road Command Center (FRCC)

The FRCC is located in room 1322 of the Stern Business Center, DHEC Emergency Response Section headquarters. The FRCC is used by the Central Office ERT to coordinate all DHEC EQC responses during major emergency response activities. The FRCC has numerous computer systems, GIS workstation, real-time weather data satellite system, communications equipment, and a full reference library (chemical data, topographical maps, etc.). The FRCC will activate anytime DHEC Technical Assistance Teams (see next section) are activated.

300.145.4 Disaster Coordination Team and Technical Assistance Teams

The EQC Disaster Coordination Team (DCT), comprised of a staff member of every EQC Bureau and EQC Administration, would respond as requested to the Stern Business Center. Operations for the incident are expected to continue on a 24-hour basis during the early phase of a major incident. The Deputy Commissioner and Bureau Chiefs will appoint a cadre of 3-4 members of their bureaus to rotate into the DCT. These staff members would interface with the FRCC and their individual bureaus or bureau sub-groups, coordinating the response effort of each Bureau. These could, depending on the complexity of the disaster incident, include Wastewater, Solid Waste, Hazardous Waste, Drinking Water, Air Quality, EQC-Labs, District Services, Health Hazard Evaluation, Emergency Response, Management Services, and EQC Administration.

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The DCT will aid in tracking all projects, share pertinent information with other program areas, provide information for briefings, provide information resources for all responders, and aid in the planning of incident recovery strategies.

As the incident stabilizes, this coordination team would return to their normal duty stations to continue addressing identified issues.

300.145.4.1 Each EQC District Office will develop a Technical Assistance Team (TAT). The District Director will appoint, at a minimum, a three-person team. The team will be trained on how to respond in disaster situations. TATs are an asset for affected EQC Districts. TATs from unaffected districts will be mobilized to assist. Therefore a maximum of 11 TATs, each having a minimum of two persons, will be dispatched to the affected areas of the state to perform the following tasks:

1. Make rapid assessments of hazardous substance incidents.
2. Inspect areas of concern, due to the nature of their business or materials known to be present;
3. Perform the responsibilities of the DOSC.
4. Insure that all incidents are stabilized so as to minimize impacts to the public health and the environment.
5. Will collect and record information onto standard forms and communicate it back to the FRCC.
6. Advise the FRCC of resources needed at each particular incident.
7. Will request assistance from a monitoring/sampling team if an exclusion (hot), zone entry is to be performed by DHEC.
8. Will coordinate local efforts and activities with the District EQC office personnel.
9. To interface with and provide technical assistance to local public response efforts and/or affected industries.

These TATs will be staffed with EQC district personnel who have been trained and equipped for these listed tasks. All communications will be directed to the Farrow Road Command Center for detailed analysis and further response assignments. TATs may also be assigned special duties involving other EQC program areas based on individual knowledge and availability.

300.145.5 Allied State Agencies

Listed below are numerous state agencies and departments that may have a vested interest, special need, or special resource that may come into play during a hazardous substance incident. Each of the agencies listed will have special equipment, talents, or needs associated with that agency during an incident. The SOSC may call for participation from the listed agencies/departments with various degrees of involvement depending on the severity of an incident. Each agency should be prepared to provide staff (as deemed necessary by the SOSC) to participate and operate within functional areas of an Incident Command System utilizing the Unified Command Structure (ICS/UC). Each agency/department will be responsible, in part, for the bullet items under each department/agency heading.

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300.150 Worker health and safety
Response operations will comply with the EQC Procedures Manual, Emergency Response Program.

300.155 Public information and community relations
Past experience on major spill incidents has emphasized the need for a thorough, well-established public information effort that provides factual information to all concerned media and individuals in a timely manner. Therefore, it is essential that this plan include guidelines concerning media relations.

300.155.1 General. When a pollution incident occurs, the public should be provided with timely, accurate information on the nature of the incident and the steps being taken to cope with the problem. This policy is designed to prevent misunderstandings with the public and to foster cooperation with interested and potentially effected parties.

This section provides the necessary guidelines and procedures for establishing responsibility in the preparation and release of information regarding spills incidents. This section will be implemented at the level directed by the SOSC.

300.155.2 Initial Public Information. In the event of a significant spill incident, the SOSC will contact the Office of Public Affairs in DHEC who will develop and coordinate all news releases for the State. Once contact is made with the Office of Public Affairs, the SOSC will go over all events that have transpired thus far. In the event contact cannot be made with this office, then the SOSC may make the necessary news releases. If it is known that the cleanup effort will go on for some time, a schedule of regularly held press conferences may be established and conveyed to the media.

300.155.3 Public Information Specialist
300.155.3.1 When deemed necessary by the SOSC, the Office of Media Relations will assign a professional public information specialist to establish and direct a news office at Coinmand Post. Agencies participating in the response may be required to provide staff to assist the public information specialist and to establish and direct a news office at the DHEC Command Center. The public information specialist shall maintain liaison with participating agencies, including other State government press offices, any Federal Public Information Office, the media and concerned parties and industries.

The public information specialist shall report to the SOSC or his/her designee and shall be responsible for preparing news releases and for clearing them with the SOSC.
300.155.3.2 In the event of a spill incident, it is essential that the SOSC through the Office of Public Affairs prepare a listing of all local news media. This list should include radio, TV, and wire services. This list should also include the phone numbers for access to the news desk of each local media, along with individual contact names. An informative news release should be prepared and furnished to the media, which summarizes the responsibilities of the SOSC, indicates the statutory basis for these responsibilities, discusses local liaison and coordination

with Federal and local agencies and groups, and provides a contact within the staff of the SOSC where additional information can be obtained.

300.155.4 Subsequent Spill Incident Public Information

Additional information of the progress of the cleanup effort should be relayed via a regularly held press conference, or through the release of regularly scheduled news releases. If operations permit, these press conferences may be held at the actual cleanup site or in close proximity.

300.155.4.1 Press Releases and Interviews. The release of public information after meetings of the DRT, SRT, and for any major policy consideration, shall be directed and coordinated by the DHEC Division of Media Relations and the SOSC.

300.160 Documentation and cost recovery

In very unusual circumstances, the containment and cleanup of a spill may be done by DHEC. If a spill is from either an unknown source or if the spiller is unable or unwilling to take the proper actions to contain and/or remove the spill, the SOSC has the authority to activate any or all portions of the State Emergency Response Team and/or activate the State Emergency Response Contractor in order to accomplish spill containment and cleanup activities. Personnel from other State or Federal Agencies and/or private spill cleanup contractors may also be requested to assist in the containment and cleanup of the spill.

Once cleanup operations have been completed and the spiller has been identified, DHEC will initiate actions as specified under §48-43-530 and/or §44-56-200 of the South Carolina Code of Law, 1976, as amended, to recover all cost incurred by the State. Reimbursement of funds expended by the State in these cases can originate from one of two sources. First, DHEC can recoup cleanup cost for hazardous substances spills as specified in §44-56-200 (South Carolina Hazardous Waste Management Act) or §48-43-500 (South Carolina Oil & Gas Act) of the South Carolina Code of Law, 1976, as amended. Secondly, if the pollutant is an oil and enters or threatens to enter navigable waters of the U.S., the Federal Oil Spill Liability Trust Fund (Oil Pollution Act of 1990: as established by Section 9509 of the Internal Revenue Code of 1986 (26 U.S.C. 9509)) can be used. §48-43-560 of the South Carolina Code of Law, 1976, as amended specifies the use of these funds prior to state money being expended.

The Oil Spill Trust Fund can only be used in cases, where the spill reaches or threatens United States navigable waters. If the spill does not reach or threaten to enter waters of the State, the SOSC will request equipment and personnel from the ERT and other State agencies to assist in the containment and cleanup. Careful accounting of the cost of manpower and equipment will be kept by each agency participating in the spill cleanup. When the spiller is identified, the funds expended in cleanup efforts will be recovered from the spiller.

§48-43-560 of the South Carolina Code of Law, 1976, as amended, authorizes the use, by the SOSC, of private cleanup contractors in cases of spills of unknown origin or spills not being properly cleaned up by the spiller. However, no funds have been appropriated by the State

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legislature to fund this action.

The State will also pursue cost recovery on significant spills to offset operational cost for monitoring and documenting those spills.

State agencies that participate during an incident should submit all costs incurred on a daily basis to the SOSC. These costs should include personnel and equipment used and should include a dollar value for use per hour. The SOSC will maintain a supply of the appropriate cost tracking forms for distribution. The SOSC will be responsible for seeking reimbursement from a Potentially Responsible Party (PRP) or from any federal funds available.

300.160.1 Local Governments should refer to 40CFR Part 310, Reimbursement to Local Governments for Emergency Response to Hazardous Substance Releases; Final Rule. Under this rule local governments are required to notify the FOSC of the incident within 24 hours, in order to be eligible for any cost reimbursement.

300.160.2 Local Governments should contact the USCG National Pollution Funds Center for information on claim reimbursement for oil pollution incidents. The SOSC may be contacted for assistance and guidance on cost recovery for oil pollution incidents.

Copies of all applications for cost reimbursement by local governments/agencies should be sent to the SOSC to assist in calculations of total cost per incident.

300.165 OSC reports. The SOSC will ensure that each discharge or release is documented by a spill report. The report should document the initial information received and the resulting actions undertaken by the Department and other responding parties. The report should also record the situation as it developed, the actions taken, the resources committed, and the problems encountered. The official record keeping system used for these reports will be the Environmental Facility Information System (EFIS).

300.170 Federal agency participation.

Throughout the Federal government, there are many agencies with capabilities that can be utilized during a spill event. Listed below are some that can provide assistance:

- U.S. Coast Guard
  - DOT (USCG)
  - USCG Research and Development Center
  - USCG Oceanographic Unit
  - Emergency Port Tank Forces
  - USCG District Office Assistance
  - NOAA
  -
- Environmental Protection Agency
  - Oil and Hazardous Materials Technical Assistance

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- Department of Interior
  - U.S. Fish and Wildlife Service
  - U.S. Geological Service
  - National Park Service

Request for federal assistance will be made by the SOSC for appropriate action through the FOSC or the Regional Response Team. Coordination of federal actions that effect the state's response actions will be accomplished by the SOSC.

300.175 State agencies; additional responsibilities and assistance.

[Reserved]

300.180 Local participation in response.

Within the 46 counties of South Carolina there are many agencies with capabilities that can be utilized during an incident. County and local governmental agencies have extensive knowledge of industrial sites, special populations, waterways and transportation routes, and areas of local concern within their jurisdiction. These agencies may also have resources that can be utilized during an incident. Some examples of these resources are listed below.

1) County and local government
   a) Fire Department
      i) Apparatus - tankers, pumpers, ladder trucks, etc.
      ii) Specialty equipment - ladders, jacks, extrication equipment, etc.
      iii) HAZMAT teams
   b) Emergency Medical Services
      i) Ambulances, medics, etc.
   c) Law Enforcement
      i) Aircraft
      ii) Bomb trucks
   d) Other agencies
      i) Water/wastewater Departments
      ii) Sanitation Departments
      iii) Animal Control
      iv) Road Maintenance

Request for assistance from these agencies will be made to the SOSC through the Unified Command System. The SOSC and the Unified Command System will accomplish coordination of actions that affect the state's response. The SOSC will ensure that appropriate local representation of local response agencies is represented at the command level of the Unified Command System.

300.180.1 County Civil Defense Offices or Emergency Preparedness Divisions.

Quite often the County Officials will be called to the scene when a spill or emergency situation arises. The County Officials can be an excellent source for obtaining local manpower,

equipment, and accessing local knowledge.

300.185 Nongovernmental participation.

[Reserved]

300.185.1 Commercial/Industry Capabilities.

Within the general area of South Carolina there are private companies that have the capability and expertise to cleanup oil and hazardous substance spills. The SOSC updates and maintains an Cleanup Contractors List. This list, which is updated and maintained by the SOSC, contains the names, addresses, and telephone numbers of cleanup contractors, analytical laboratories, disposal facilities, and supply and equipment vendors. It is the purpose of this list to give spillers a starting point for response resources. The list should not be construed as a recommendation for these vendors by this agency. The contractors listed were surveyed by letter with a standard questionnaire and the results of the survey were not verified by this department.

300.185.2 Special Interest Capabilities.

[Reserved]

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Subpart C - Planning and Preparedness

300.200 General

Past experience has shown that, to be effective, it is essential that contingency planning for any pollution incident include a thorough consideration of pertinent and related factors, an analysis of pollution incident situations which could be created by these factors, and the development of a comprehensive plan to respond to these situations should they occur. It is also essential that effective contingency planning include maximum participation by those agencies, groups, and individuals who will be most directly involved with, and effected by a spill situation.

In consonance with the approach outlined above, the following paragraphs discuss the primary factors that have been considered in the development of this Plan. The factors discussed herein should not be considered as all inclusive since there are a number of significant factors that could arise for a given spill incident.

300.200.1 History of Spill Incidents.

In comparison with many other states, South Carolina has had a relatively small number of spills within its boundaries. Also, the volume of product involved in these spills has been relatively small in comparison to other states.

The largest petroleum spill in the state occurred in July 1996. This one incident resulted in the release of approximately 900,000 gallons of #2 fuel oil into the Reedy River. The largest hazardous substance release was a 10,000,000-gallon spill of sodium cyanide and heavy metal wastewater solution into the Little Fork Creek in October 1990.

Three distinct geographical regions exist in South Carolina. The Piedmont region, the Midlands region, and the Coastal region comprise a highly diverse topographical environment. Throughout the state, within each region exist many vulnerable and sensitive environmental areas ranging from upland trout streams in the Piedmont, extensive riverine systems in the midlands and estuarine/marsh ecosystems along the coast.

Diverse socioeconomic consideration within each region such as: recreation, industrial, agricultural and shipping coupled with a past history for catastrophic natural disasters, (i.e. tornadoes and hurricanes) renders the State susceptible to a number of potential incidents that could result in significant public health and environmental impacts. The potential for a detrimental release to the environment requires the State to maintain a broad encompassing contingency plan that must be applicable to a wide range of spills.

The plan addresses, but is not limited to, releases to the environment ranging from a massive open ocean spill moving into sensitive estuarine/marsh ecosystems to the large inland industrial chemical release in a densely populated area. It must also include plans for addressing the small spills such as transportation related incidents right down to the local service station spill.

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300.200.2 Spill Response Equipment.

300.200.2.1 State.

Spill response equipment is not limited to the specific items of spill containment and cleanup. It also includes equipment considerations relating to transportation, communications, and disposal of waste materials. While it is not economically feasible for DHEC to stockpile such related equipment, it is absolutely essential that their locations and availability be specifically established.

The spill containment and cleanup equipment along with other resources that are available to DHEC personnel is considered adequate for most of our initial response actions. This equipment is located in the district offices along with additional equipment that is available from the Central Office ERT and contracted resources. There are alternate sources available for subsequently obtaining additional equipment, which are discussed in Section 300 of this Plan.

300.200.2.2 Federal.

The SOSC, during any spill event that the spiller will not or cannot undertake a proper response, should request assistance or Federalization of the spill to the proper predesignated FOSC.

300.200.2.3 Responsible Party.

In South Carolina the spiller (or the property owner if the spiller cannot be identified) is responsible for locating all necessary spill response contractors, equipment, etc. that is needed for a complete cleanup of the site. As a resource, the SOSC maintains a cleanup contractor list. The list shall not be construed as an endorsement of the contractors contained therein. The list is simply a collection of contractors statewide that do spill response work, their location, equipment, and contact numbers. The list should not be considered complete. The SOSC will not recommend nor endorse any firm, its services, or products.

300.200.3 Hydrological and Climatological Effects.

The moderate climate of South Carolina is typified by an absence of extended periods of extreme hot or cold weather. However, these extreme conditions are present for short durations in mid-summer and winter and must be considered in terms of their effects on the spilled substance and the personnel and equipment that are involved in the response action. For instance, high temperatures will result in less viscous oil and will allow for greater penetration of the oil into the soil. Climatological effects may also present significant problems to equipment during extremely hot weather conditions and the effects of hot, humid weather on personnel may result in a reduced effective working period.

300.200.4 Surveillance.

Within the context of this Plan, the operational requirements for surveillance will depend on the circumstances surrounding each pollution incident. Evaluation factors should include the type and quantity of material spilled, location, direction and speed of movement, proximity to critical water use areas, and the availability of response resources. The decision to provide surveillance will be qualified by the type, extent and duration of the spill incident. This decision

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will be re-evaluated as the situation progresses.

300.200.5 Usage of Spill Response Equipment

Those aspects that are generally true for all equipment designed to be used in an effective emergency action are essentially true for spill response equipment. That is, the effectiveness of the equipment is directly related to the knowledge and limitations of the personnel deploying and utilizing the equipment. Therefore, it is essential that personnel working with the equipment be thoroughly trained. A good portion of the knowledge can be obtained from the manufacturer's instructions, however, there is no substitute for the first hand knowledge that comes from experience. The SOSC will maintain appropriate equipment manuals, as needed, for the spill response equipment in inventory at DHEC.

300.200.6 Training Exercises.

Training exercises with cleanup and containment equipment involving removal from storage, transport, deployment, simulated usage, retrieval, cleaning, maintenance, and return to storage are planned. These training exercises will involve local industry, governmental agencies, and other interest groups to the maximum extent possible. Actual drill telephone notification, movement and deployment of equipment, and meetings with concerned personnel will be included. It is through such face-to-face encounters before a spill incident occurs that many potential problems based on lack of knowledge and misunderstandings can be mitigated or eliminated.

300.200.7 Other Hazardous Substances.

All of the planning factors discussed heretofore are equally applicable to oil and hazardous substances. In fact, the need for effective contingency planning is greater in the case of certain other hazardous substances due to the possible severe life and health hazards that exist. The SOSC has at his/her disposal several valuable sources of hazardous chemical information systems. The Hazardous Substance Database (HSDB), Computer-Aided Management of Emergency Operations (CAMEO), and TRI-FACTS are available along with numerous other bound documents and computer files. These reference sources are a valuable asset both in planning and executing response actions to hazardous substance spills and releases.

300.200.8 Liaison Prior to the Spill Incident.

Contact should be established with the appropriate offices of local government prior to a spill incident. Knowledge of access roads, support facilities, rural areas, water intakes, property ownership and access, etc., can usually be obtained readily when the local agency has been previously advised of the duties and responsibilities of the SOSC and thus the need for this information. DHEC is working with Federal and local agencies in developing their response plans.

300.200.9 Liaison with Special Interest Groups.

Also of importance is the establishment of liaison with the local special interest groups. In as much as those groups represent the interest of the local community, they will have a strong interest in the progress of any significant spill incident and may have some important input

regarding the conduct of cleanup operations and other spill related procedures. Such groups would include the local environmental, historical, and other special interest groups. These organizations often consist of personnel well versed in the ecological and detailed geographical aspects of the local area. Many are often long time residents of the area and posses invaluable knowledge of the impact of response actions or alternatives that may need to be considered. All of these local agencies and groups should be identified in the LEPC (Local Emergency Planning Committee) contingency plan with the appropriate telephone number and cognizant contact individual. Coordination of the actions of the various special interest groups will be the responsibility of the SOSC. Request for information or assistance will be made to the SOSC for appropriate action.

300.200.10 Liaison During the Spill Incident.

Initial contact should be made with local government as soon as possible. Coordination of media information is important to disseminate information concerning the incident to the public. It is advisable that a single release of public information concerning the spill situation be made from the SOSC. However, local public officials may desire to hold their own press conferences, therefore, a sound working relationship should be established by coordinating the release of public information with these offices. A separate briefing on the situation for local government officials may also be in order and the appropriate contact for the obtaining of further information should be provided. Any request for local assistance should be initiated through the ICS/UC approach.

300.205 Planning and coordination structure.

[Reserved]

300.210 Federal contingency plans.

[Reserved]

300.211 OPA facility and vessel response plans.

[Reserved]

300.212 Area response drills.

[Reserved]

300.215 Title III local emergency response plans.

[Reserved]

300.220 Related Title III issues.

[Reserved]

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Subpart D - Operational Response Phases for Oil Removal

300.300 Phase I - Discovery and notification.

[Reserved]

300.300.1 General.

The Emergency Response Program of the South Carolina Department of Health and Environmental Control shall, upon notification of a spill or release, initiate an immediate response action to assist at the spill site and notify all other appropriate local, State and Federal Agencies.

Notification of this reporting procedure and appropriate telephone numbers shall be distributed to all county EPD offices, state government agencies, as well as industries.

300.300.2 In accordance with §48-43-550 of the South Carolina Code of Law, 1976, as amended, (as well as other applicable State statutes and regulations) effective June 13, 1977, verbal reports of oil or other hazardous substance spills are to be made to the South Carolina Department of Health and Environmental Control at (803) 253-6488 or toll-free at (888) 481-0125. In accordance with applicable Federal laws and regulations, verbal reports of oil or hazardous substances discharges can be made to the National Response Center via their toll free telephone number (800) 442-8802. These reports will then be forwarded to the cognizant pre-designated FOSC and SOSC for investigation and appropriate action. As required by State and Federal statues and regulations, follow-up written reports will be required of responsible parties.

300.300.3 In the event of a spill/release as much pertinent information as possible should be relayed to the proper authorities. This information should include the following:

1. Location
2. Soil, air, or water effected (name of body of water)
3. Source (i.e. tanker truck overturned)
4. Time/date and when it was discovered
5. Name of substance and estimated quantity
6. Nature and potential danger of material
7. Anticipated movement of spill/release
8. Responsible party(s) (address, phone number, and contact point)
9. Action already taken and anticipated
10. Weather conditions at spill site

300.305 Phase II - Preliminary assessment and initiation of action.

[Reserved]

300.310 Phase III - Containment, countermeasure, cleanup, and disposal.

The State On-Scene Coordinator shall be responsible for the overseeing of the containment, cleanup, and proper disposal of the spilled material. The SOSC shall work closely

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with the Waste Assessment Section of the Bureau of Land and Waste Management of the South Carolina Department of Health and Environmental Control to insure cleanup and proper disposal of waste is accomplished.

300.310.1 Spill Containment and Cleanup.

It is the responsibility of the spiller to properly contain and cleanup the spill in a timely and diligent manner. Containment involves building dikes, deploying booms and other barriers to prevent the spread of the pollutant, limiting access to only authorized persons if a hazardous situation exists, and other measures to minimize risk to public health and environmental damage.

Removal of the spill material from the site usually involves physical measures such as skimmers, sorbent materials, and other mechanical means of removal. Vacuum (VAC) trucks are an ideal means of removing quantities of the pollutant pooled behind a barrier, with the exception of pollutants with a very high or very low viscosity. In situations where extreme fire danger or other unusually hazardous circumstances exist or severe environmental damage may result from physical cleanup, other cleanup methods may be employed as approved by the SOSC.

300.310.2 Disposal.

The DHEC Bureau of Land and Waste Management regulate the land disposal of wastes resulting from spillage of oil and other hazardous substances. There are two regulations pertaining to the disposal of wastes in South Carolina. They are:

- Regulation 61-107, Solid Waste Regulations
- Regulation 61-79, Hazardous Waste Management Regulations

These regulations require that all systems utilized for land disposal of wastes, both hazardous and non-hazardous, in South Carolina have a written permit issued by DHEC prior to construction and operation. Sanitary landfills are designed to accommodate general solid waste and compatible types of industrial waste. Industrial landfills may be designed to handle general industrial waste or specific types of industrial refuse. On the other hand, hazardous waste landfills are permitted to handle a wide range of waste streams. Depending upon the nature of the waste involved in a spill, an existing landfill may or may not be capable of accepting the waste for disposal. If not, then an acceptable alternative must be sought.

Prior to initiating any disposal actions, the local District Hazardous Waste Consultant must be contacted. A Consultant is located in each of the EQC District offices (see Appendix B). The consultant can provide information on locating a suitable landfill disposal site and information on appropriate landfill officials to contact. In determining disposal options it is necessary to obtain information pertaining to waste characteristics. Such information should include quantity, chemical composition, and any other chemical, physical, or biological properties that will aid in evalnation of the waste.

The Hazardous Waste Management Regulations require generators of wastes to make a determination as to whether that waste is hazardous or non-hazardous. A waste may be hazardous

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either because it is specifically listed or because it meets one of the characteristics (ignitability, corrosivity, reactivity, or toxicity) of a hazardous waste, as described by the regulations. Xylene is an example of a listed hazardous waste. Leaded gasoline would meet the characteristics of both ignitability (flash point less than 140° F) and toxicity (greater than 5 ppm lead and greater than 0.5 ppm benzene as determined by the TCLP (toxicity characteristics leaching procedure)).

If the waste is hazardous, the generator must submit a notification (EPA Form 8700-12, Notification of Hazardous Waste Activity Form) to the Department. While the generator arranges (through an authorization process) for a permitted facility to treat, store, or dispose of the waste, he must assure that the wastes are properly containerized, labeled, and secured. A permitted hazardous waste transporter must transport the waste under a manifest system to the authorized facility. The generator must keep records, and a quarterly report must be filed with the Department. When recovered and reused, wastes are excluded from regulation. However, full compliance is required up to the point of reuse. Lists of permitted waste facilities and transporters can be obtained from the Bureau of Land and Waste Management.

Non hazardous wastes are not as stringently regulated, but while disposal is being arranged with a properly permitted facility and while disposal approval is being obtained from the Department, non hazardous wastes must be stored in a manner that prevents health and safety problems and releases to the environment. Disposal options vary with the nature and amount of the waste, and include use in asphalt manufacturing, cement manufacturing, use in brick manufacturing, use as a fuel in an industrial boiler, incineration, disposal in a permitted wastewater treatment facility, and disposal on a permitted landfill. The State operates no commercial disposal facilities, and disposal approvals will always be contingent on the facility's acceptance of each waste. Therefore, the generator must obtain agreement to accept the waste from the facility prior to applying to the Department for approval. Waste management and transportation companies are familiar with changing regulations in South Carolina. Sometimes these companies are also equipped to arrange for short-term storage while disposal options are pursued.

In general, only very lightly oiled soil or absorbent material may be land-filled. "Very lightly oiled" is considered to be less than 100 ppm of TPH (total petroleum hydrocarbons) for fuel oils, or less than 10 ppm of benzene, toluene, ethyl benzene, and xylene for more volatile petroleum products. More heavily oiled wastes must be burned in cement kilns, industrial boilers, or incinerators; or used in asphalt or brick manufacturing. Asphalt plants prefer oily soil to other absorbent. Cement kilns and industrial boilers prefer oily absorbent with high fuel value. Various incinerators are designed for liquid or solid feeds. Oily water, especially with pretreatment to recover product, may be suitable for disposal in wastewater treatment facilities. Each facility has different criteria for acceptance, but the minimum testing required would include:

- Oily Water - TPH, BTEX, Flashpoint
- Waste Oil w/ Soil - TPH, TCLP Metals, TOX (Total Organic Halogens)

A list of landfills, incinerators, wastewater treatment facilities, and asphalt, cement, and

brick manufacturers are available through the Department's Waste Assessment Section.

In order for a waste to be accepted into a wastewater treatment facility, it must meet conditions imposed by the General Pretreatment Regulations (Section 403 of the Federal Water Pollution Control Act, as amended). It must be in accordance with a pretreatment program developed by the facility and approved by the Department. It also must be in accordance with the Department's approval for transportation of that waste to the facility. The facility may impose additional restrictions and conditions as allowed by sewer use ordinance.

In order for a waste to be accepted into a non hazardous waste landfill, the generator must have determined the waste to be non hazardous, and the landfill which is to receive the waste must have had either a permit from the Department for disposal of that specific waste, or an approval from the Department on a case by case basis. The generator of the waste, with the assistance of the landfill operator and the waste hauler, provides information about the waste to be used to apply to the Department for disposal approval. In the approval, special conditions may be imposed, as needed, to allow for proper management of the waste. The landfill may impose additional restrictions and conditions, or may decline to accept the waste.

Acceptance of non-hazardous waste at asphalt, cement, and brick manufacturing facilities must be in compliance with applicable permits and with specific disposal approval from the Department.

Federal and state legislation in the area of hazardous wastes has impacted the procedures involved in disposing of spillage material. The Resource Conservation and Recovery Act of 1976 (PL 94-580) and the South Carolina Hazardous Waste Management Act (§ 44-56-10 et seq. of the South Carolina Code of Law, 1976, as amended) ensure, as one of their major objectives, the proper "cradle to grave" management of hazardous wastes.

Regulations pursuant to these laws established requirements for the proper identification, transportation, storage, treatment, and disposal of hazardous wastes. However, in some situations, the SC Hazardous Waste regulations do allow the SOSC/DOSC to waive certain manifest and shipping requirements under R.263.30(b) and to issue a verbal Emergency Hazardous Waste permit under R.270.61 for treatment, storage and/or disposal of a hazardous waste when there is an imminent and substantial endangerment to human health or the environment. The SOSC/DOSC will assure that final disposal of hazardous waste involved in a spill is completed in a manner approved by the Department.

One very important disposal issue is that of deceased wildlife. There are set procedures in the Natural Resource Damage Assessment (NRDA) process for wildlife damage assessment. Therefore, no deceased wildlife of any kind should be disposed of prior to consulting with the SOSC and/or South Carolina's Natural Resource Trustees.

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300.310.3 Salvage and Recovery

Salvage and recovery of the material involved in a spill may be a feasible alternative depending on the extent of damage and the contamination incurred by the material. Salvage or recovery of a spilled material will be encouraged.

300.315 Phase IV - Documentation and cost recovery

[Reserved]

300.317 National response priorities.

[Reserved]

300.320 General pattern of response

[Reserved]

300.322 Response to substantial threats to public health or welfare of the United States.

[Reserved]

300.323 Spills of national significance.

[Reserved]

300.324 Response to worst case discharges.

[Reserved]

300.335 Funding.

[Reserved]

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Subpart J - Use of Dispersants, Other Chemicals and In-Situ Burning

300.900 General

[Reserved]

300.900.1 Dispersant Use In Coastal Waters

The State has established a procedure that will be instrumental in the decision making process for dispersant approval in South Carolina coastal waters. From the combined efforts of SCDHEC, SCDNR, and OCRM, the State has developed a list of information that will be needed in order to make an event-specific decision on dispersant use that would be in the best interest of the State of South Carolina.

The following is a listing of the information that will be required should a situation arise where dispersants are a viable response tool for a specific spill:

(a) Location of spill?
(b) What kind or type of oil was released?
(c) How much was spilled?
(d) What is the source of the spill?
(e) What habitats will be threatened? (i.e., estuaries, marshes, beaches, refuges, open ocean, etc.)
(f) What is the trajectory of the oil slick? What land areas will likely be affected?
(g) Depth of water under slick?
(h) Which dispersant is desired for use?
(I) At what application rate would the slick be treated and how would it be applied?
(j) What is the expected effectiveness of the dispersant?
(k) How long of a window of opportunity do you expect for application of the dispersant?
(l) If approved for full scale or trial application, what is the schedule of operation?
(m) Why is the use of dispersant proposed over using conventional physical containment measures such as ocean booms, skimmers, etc.?
(n) Toxicity data for dispersant to be applied. Any toxicity data available should be provided to the SOSC or faxed to (803) 896-4102.
(o) Current weather conditions at the spill location and a two (2) day forecast.
(p) Other miscellaneous information as appropriate.

In order to affect a timely response on dispersant approval, we ask that the above information be supplied along with the initial request for permission to use dispersants. The request to use a dispersant should be directed to DHEC's 24-hour number ((803) 253-6488 or (888) 481-0125). The SOSC will obtain the necessary input from other State Agencies and notify the FOSC and/or the incident specific RRT, as appropriate, as to the State's decision. We currently estimate that a minimum of three (3) hours consultation time to confer with our colleagues at SCDNR, OCRM, and other concerned parties will be needed to examine and evaluate all pertinent data relating to the incident before a dispersant use decision could be made.

The State will work within the framework of the Regional Response Team's Dispersant Usage Plan.

300.900.2 Bioremediation.

While the Department typically finds that mechanical removal is most appropriate, and generally does not recommend bioremediation during the emergency response phase of an oil spill, the SOSC will consider any method of cleanup proposed by the RP on a case-by-case basis. During such bioremediation applications, the State will work within the framework of the Regional Response Team's Bioremediation Spill Response Plan.

300.900.3 In-Situ Burning

The State will consider the use of in-situ burning (ocean, coastal, and inland) as a response strategy on oil spills, however the response scenario must undergo the stringent evaluation as put forth in the Regional Response Team In-Situ Burn Plan.

300.905 NCP Product Schedule.

On discharges of oil, response technologies that are dispersants and other chemical or biological products will only be considered for use if they are listed on the NCP Product Schedule. Current copies of the NCP Product Schedule may be obtained through the EPA. For response technologies that are considered for use, to include in-situ burning, the SOSC will seek the concurrence of the Regional Response Team prior to their use.

300.910 Authorization of use.

[Reserved]

300.915 Data requirements.

[Reserved]

300.920 Addition of products to Schedule.

[Reserved]

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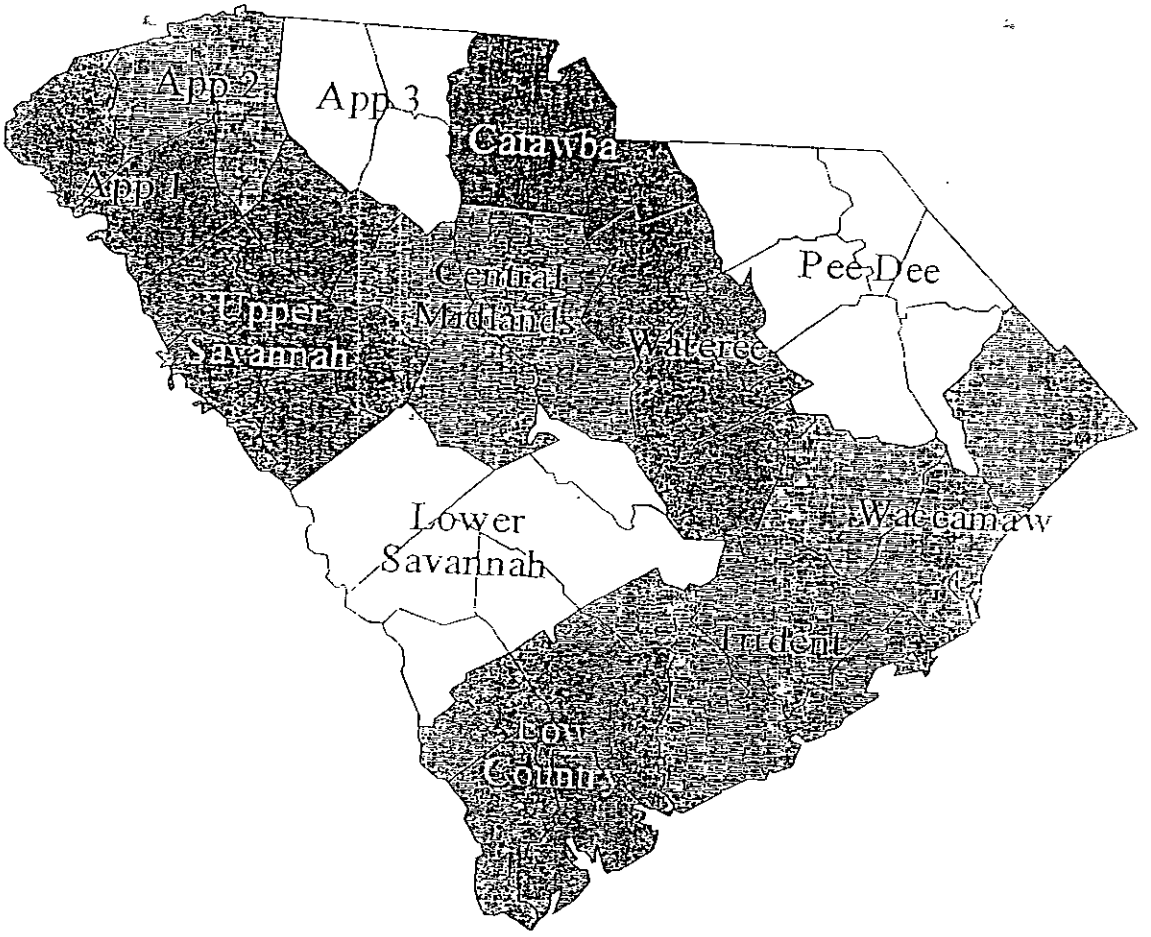
Appendix B - DHEC EQC Geographical Boundaries and Addresses



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Charleston County, SC

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County Fee	$ -
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PARTS OF THIS MASTER DEED ARE SUBJECT TO ARBITRATION UNDER SECTION 15-48-10. ET. SEQ. SOUTH CAROLINA CODE OF LAWS 1976, AS AMENDED.

AMENDED AND RESTATED MASTER DEED FOR MARINER'S CAY MARINA HORIZONTAL PROPERTY REGIME

(EXHIBITS A, B, C, E, F (EXCEPT BYLAWS) AND G TO THIS MASTER DEED ARE UNCHANGED BUT ARE RE-RECORDED FOR EASE OF REFERENCE.)

SUBMERGED LAND NOTICE

ALL ACTIVITIES ON OR OVER AND ALL USES OF THE SUBMERGED LAND SUBJECT TO THIS MASTER DEED ARE SUBJECT TO THE JURISDICTION OF ALL LOCAL, STATE AND FEDERAL AUTHORITIES HAVING JURISDICTION IN REGARD THERETO, INCLUDING, WITHOUT LIMITATION, THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL ANY THE UNITED STATES CORPS OF ENGINEERS. A CO-OWNER IS LIABLE TO THE EXTENT OF HIS OR HER OWNERSHIP FOR ANY DAMAGES TO, ANY INAPPROPRIATE OR UNPERMITTED USES OF, AND ANY DUTIES OR RESPONSIBILITIES CONCERNING A SUBMERGED LAND, COASTAL WATERS, OR ANY OTHER CRITICAL AREA.

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EXHIBITS

ONLY EXHIBIT D AND THE BY-LAWS WHICH ARE PART OF EXHIBIT F ARE AMENDED FROM THE MASTER DEED ORIGINALLY RECORDED, BUT OTHER PREVIOUSLY RECORDED EXHIBITS ARE RE-RECORDED FOR EASE OF REFERENCE.

EXHIBIT "A"	PROPERTY SUBMITTED
EXHIBIT "B"	SITE AND DOCK PLANS AND ENGINEER'S OR ARCHITECT'S CERTIFICATES
EXHIBIT "C"	ACCESS / UTILITY EASEMENT
EXHIBIT "D"	SCHEDULE OF BASIC VALUES AND PERCENTAGE INTERESTS FOR STAGE 1 AND STAGE 2
EXHIBIT "E"	INITIAL ESTIMATED ANNUAL BUDGET
EXHIBIT "F"	ARTICLES OF INCORPORATION AND BY-LAWS FOR THE MARINA AT MARINER'S CAY COUNCIL OF CO-OWNERS, INC.
EXHIBIT "G"	MARINER'S CAY OPERATION AND MAINTENANCE MANUAL

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PARTS OF THIS MASTER DEED ARE SUBJECT TO ARBITRATION UNDER SECTION 15-48-10. ET. SEQ. SOUTH CAROLINA CODE OF LAWS 1976, AS AMENDED.

AMENDED AND RESTATED MASTER DEED FOR
MARINER'S CAY MARINA
HORIZONTAL PROPERTY REGIME

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

WHEREAS, Marina at Mariner's Cay, LLC, ("Declarant"), as the owner and holder of an exclusive easement relating to the use of the property described therein and the owner of the improvements located on such property, executed a Master Deed for Mariner's Cay Marina Horizontal Property Regime (the "Regime") dated the 11th day of May, 2006, which was recorded in the Office of the RMC for Charleston County, South Carolina on May 18, 2006, in Book V-583 at page 584 et seq. (the "Master Deed"); and

WHEREAS, Declarant under Article XVI of the previously recorded Master Deed, has the power and authority to amend this Master Deed, and Declarant desires to amend and restate the Master Deed to clarify various provisions and eliminate various inconsistencies.

NOW, THEREFORE, THE MASTER DEED IS AMENDED AND RESTATED AS FOLLOWS:

ARTICLE I: SUBMISSION OF PROPERTY

Section 1.1 General. Declarant submits all of its right, title and interest in and to the Property situated in the City of Folly

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Beach, Charleston County, South Carolina, described on **Exhibit "A"** attached hereto, including the improvements now or hereafter thereon, to the provisions of the Horizontal Property Act, Section 27-31-10, et seq., of the South Carolina Code of Laws 1976, as amended (the "Act"), the provisions of which, unless expressly provided otherwise herein, are incorporated by reference and form a part of this Master Deed, for the specific purpose of creating and establishing the **MARINER'S CAY MARINA HORIZONTAL PROPERTY REGIME.** Such submission is subject to all easements, covenants and restrictions of record or presently existing. Reference is also made to other provisions of this Master Deed, as defined herein, and the site, dock plans, floor plans and elevations attached as Exhibit "B" hereto for:(i) a description of the dimensions and location of the Units, as defined herein; (ii) the location and approximate dimensions of the Common Elements, as defined herein; and (iii) such other information as is required by the Act.

Section 1.2 Compliance with the Act. This Master Deed is intended to comply with the Act. If any provision of this Master Deed conflicts with a mandatory provision of the Act, the provisions of the Act will apply and control. If such conflict invalidates any provision of this Master Deed, such invalidation will not affect any of the other provisions contained herein, and they shall remain in full force and effect

ARTICLE II: DEFINITIONS

Section 2.1 Definitions for Master Deed. The following words and phrases in this Master Deed shall have the meanings set forth below:

(a) Added Property: Real property other than the Property described in Exhibit A that is made subject to this Master Deed in accordance with this Master Deed.

(b) Access/Utility Easement: Unless otherwise specifically stated, a non-exclusive easement in perpetuity across and upon designated real property which provides ingress to and egress from the Property to a public highway and also a means of providing utilities to the Property, said easement being in the form of the document attached hereto as **Exhibit "C."**

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(c) Act: Horizontal Property Act, Section 27-31-10, et seq., of the South Carolina Code of Laws 1976, as amended, and as the same may from time to time be amended and which amendment(s) applies to this Horizontal Property Regime (sometimes hereinafter referred to as the "Regime").

(d) Appurtenant Interest: (i) the undivided interest in the Common Elements and in the Access / Utility Easement appurtenant to a Unit; (ii) the interest of a Co-Owner in any Unit acquired by the Council of Co-Owners or the proceeds of the sale or lease thereof, if any; and (iii) the interest of a Co-Owner in any other right, right of membership, claim, cause of action, property or asset of the Regime or the Council of Co-Owners.

(e) Assessments: The charges assessed against Units for their share of Common Expenses or charges allocable to specific Units, being either Regular Assessments, Special Assessments, Specific Assessments, or Working Capital Contributions.

(f) Board of Directors: The Board of Directors of the Council of Co-Owners, consisting of natural persons elected by the Co-Owners to direct the operation of the Regime, with such authority as is set forth in this Master Deed and the By-Laws. During the "Declarant Control Period," Declarant shall have the power to elect the Board of Directors.

(g) By-Laws: The By-Laws of the Council of Co-Owners. The initial By-Laws are set forth in Exhibit F attached to this Master Deed.

(h) Boat Slip Unit (being one of two types of Units, the other being a Commercial Unit): Each separately delineated Boat Slip is shown on the site and dock plans attached hereto as Exhibit "B" and constitutes a slip for moorage of vessels, located adjacent to, and including a specified part of, the Dock System, intended for any type of independent use, and with a direct exit to the Common Elements which, by and through a non-exclusive easement in perpetuity, leads to a public highway, together with the Appurtenant Interest appertaining to such Unit. Each Boat Slip Unit shall include the abutting exterior

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vertical surface, but not the actual structure, of the adjacent Dock(s) and an exclusive Moorage Easement with respect to that portion of the adjacent waters (to the natural depth) within the boundaries defined by the Useable Moorage Length and Useable Moorage Width of the Unit. (Certain Common Elements of the abutting Dock are Limited Common Elements for the Boat Slip, as defined in Article VII of this Master Deed.)

(i) Commercial Unit (being one of two types of Unit, the other being a Boat Slip Unit): Each separately delineated Commercial Unit, including, as applicable to the specific Commercial Unit, certain structures located on the Property and defined Boat Slips, fuel tanks, pumps, lines and related fueling equipment, as shown on the site and dock plans attached hereto as Exhibit "B".

(j) Common Elements: "Common Elements" means "General Common Elements" and "Limited Common Elements" as defined in the Act and more specifically defined in Article VII of this Master Deed. It includes, without limitation, all areas shown and designated as a Common Element, or similar wording clearly indicating such intent, on or in (a) this Master Deed, including the exhibits attached to this Master Deed, as it may be amended from time to time, or (b) any recorded plat of the Property or recorded amendment or Supplement to the Master Deed that has been approved in writing by the Declarant. THE DESIGNATION OF ANY OF THE PROPERTY AS A COMMON ELEMENT SHALL NOT MEAN THAT THE PUBLIC AT LARGE ACQUIRES ANY EASEMENT OF USE OR ENJOYMENT THEREIN.

(k) Common Expenses: All expenditures made or incurred on behalf of the Regime, including, without limitation,(i)expenses of administration and or maintenance, repair or replacement of the Common Elements; (ii) expenses declared to be Common Expenses by the Condominium Instruments or by the Act; (iii) expenses agreed upon as Common Expenses by the Board of Directors on behalf of the Council of Co-Owners; (iv) reasonable reserves provided for in the Condominium Instruments or agreed upon by the Board of Directors, including, but not limited to, maintenance, repair, replacement or addition

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to the Common Elements or any other property acquired or held by the Council of Co-Owners; and (v) costs of dredging or treatment of the waters within, surrounding or adjacent to the Property, as determined to necessary by the Board of Directors and as may be permitted by the local, state or federal government authority having jurisdiction, shall be Common Expenses.

(l) Common Profits: The balance of all income, rent, profits, and revenues from Assessments remaining after the deduction of Common Expenses.

(m) Condominium Instruments: This Master Deed and the Exhibits thereto and any other instrument recorded pursuant to the provisions of the Act. Any exhibit, schedule or certification accompanying a Condominium Instrument and recorded simultaneously therewith shall be deemed an integral part of that Condominium Instrument. To the extent permitted by law, an amendment to or certificate of any Condominium Instrument shall, from the time of the recordation or filing or such amendment or certification, be deemed an integral part of the affected Condominium Instrument, whether or not such amendment or certification was made in accordance with the Act.

(n) Co-Owner or Owner: The Person or Persons owning a Unit (including Declarant) and the attendant undivided interest in Common Elements specified and established in this Master Deed, and the heirs, executors, successors and assigns of such Person or Persons. **Where a Person is a joint owner or co-owner of a Unit, the Council of Co-Owners may establish such rules and procedures as it deems appropriate to govern which Person or Persons has the right to act or communicate on behalf of the Unit in matters governed by this Master Deed.**

(o) Council of Co-Owners or Council: The Mariner's Cay Council of Co-Owners, Inc., a non-profit corporation to be organized under the laws of South Carolina to act on behalf of the Regime, consisting of the Co-Owners acting as a group in accordance with the Condominium Instruments.

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(p) Declarant and Successor Declarant: Marina at Mariner's Cay, LLC, a South Carolina limited liability company, or any successor Declarant, which is defined to mean any assignee or transferee of Declarant, whether voluntary or involuntary.

(q) Declarant Control Period: That period of time during which Declarant has the right to appoint and remove any member or members of the Board of Directors of the Council in accordance with **Section 12.3** hereof.

(r) Dock or Dock System: The system of docks, pilings, ramps, and walkways shown on the site and dock plans attached hereto as Exhibit "B."

(s) Improvements: Any construction included in the Regime.

(t) Limited Common Element: Common Elements that are reserved for the use of a certain Unit or Units to the exclusion of the other Units, as more specifically defined in Article VII of this Master Deed, and that are shown and designated as a Limited Common Element, or similar wording clearly indicating such intent, on or in (a) this Master Deed and the exhibits thereto, as amended from time to time, or (b) any recorded plat of the Property or Supplement to the Master Deed, including any exhibits thereto, that has been approved in writing by the Declarant.

(u) Majority or Majority of Co-Owners: The owners of at least fifty-one percent (51 %) of the total Percentage Interests in the Common Elements shown on Exhibit "D" attached hereto. Any specified percentage, portion or fraction of Co-Owners, or of Mortgagees, unless otherwise stated in the Condominium Instruments, means such percentage, portion or fraction of the Percentage Interests. Declarant has the right, subject to receipt of all required permits and approvals, to subject Added Property to the terms of this Master Deed an additional stage as set forth in **Section 5.2**, below. When such Added Property is made subject to this Master Deed the Percentage Interest of each Co-Owner will be affected in the manner set forth in Exhibit D.

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(v) Manager: A Person engaged to perform management services for the Regime and the Council of Co-Owners.

(w) Master Deed: This document and all exhibits attached hereto.

(x) Moorage Easement: An exclusive easement appurtenant, which is a part of each Boat Slip Unit, in favor of each Co-Owner which grants to such Co-Owner the exclusive right to use the Limited Common Element of the adjacent Dock, for the length of the Unit along such Dock, for moorage, storage and tying off of vessels, the exclusive right (as to the Association and other Unit Owners) to the riparian use of the waters adjacent to such Dock within the space designated as part of such Boat Slip Unit, and generally all other uses which will not obstruct free walking access (including portage) of other Unit Owners and their guests and invitees, subject to the Rules and Regulations.

(y) Mortgagee: The holder of a recorded mortgage on a portion of the Property.

(z) Operation and Maintenance Manual: The manual setting forth certain procedures for operation of the Dock System and boats using the Dock System, the initial version of which is attached hereto as Exhibit G. The Manual shall constitute part of the Rules and Regulations of the Regime and shall be subject to amendment by the Board of Directors from time to time.

(aa) Parking Area: Parking as described in the Parking and Maintenance Agreement.

(bb) Parking and Maintenance Agreement. The Agreement between Mariner's Cay Racquet and Yacht Club Homeowners Association, Inc. and Mariner's Cay Marina, Inc. dated March 16, 2002, and recorded in the Office of the RMC for Charleston County in Book Y-402 at page 129 on April 11, 2002 as set forth in Article VII: Description of Common Elements Section 7.1 (f).

(cc) Percentage Interest: The undivided interest of each Unit

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in the Common Elements, as set forth in Exhibit D attached hereto.

(dd) Person: An individual, corporation, limited liability company, partnership, association, trust, trustee or other legal entity capable of holding an interest in property.

(ee) Property: The property described on the attached Exhibit "A" and any Added Property which is hereby submitted to the provisions of the Act by this Master Deed made subject to the terms of this Master Deed as hereinafter provided in Article V.

(ff) Rules and Regulations: Rules and regulations for the use of the Units and the Common Elements and for the conduct of Persons in the Regime or on the Property, promulgated by the Board of Directors from time to time. (The Operation and Maintenance Manual constituting a part of the Rules and Regulations is attached hereto as Exhibit G.).

(gg) Trustee: The entity, if any, designated by the Board of Directors as the Trustee for the receipt, administration and disbursement of funds derived from insured losses, condemnation awards, special Assessments for uninsured losses and like sources.

(hh) Unit: Each Boat Slip Unit and Commercial Unit. As used herein, the word "Unit" has the same meaning as the term "Apartment" as defined in the Act, Section 27-31 -20.

(ii) Useable Moorage Length: The normal maximum useable linear footage available for the moorage of vessels along an adjacent Dock, which includes, but may exceed, the length of the actual Boat Slip Unit depicted on Exhibit "B". The Useable Moorage Length for each Unit is stated on Exhibit "D." The Board of Directors may further define by Rules and Regulations operating restrictions or conditions regarding Useable Moorage Length.

(jj) Useable Moorage Width: The linear footage of a Boat Slip Unit lying perpendicular to an adjacent Dock and available for the moorage of vessels. The Useable Moorage

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Width for each Unit is depicted on Exhibit "B". The Board of Directors may further define by Rules and Regulations operating restrictions or conditions regarding Useable Moorage Width.

ARTICLE III: NAME OF REGIME

Section 3.1 Regime Name. The name of the Regime is **MARINER'S CAY MARINA HORIZONTAL PROPERTY REGIME** (acting through the Association, Mariner's Cay Marina Council of Co-Owners, Inc.).

ARTICLE IV: DESCRIPTION OF THE PROPERTY

Section 4.1 The Property. The property subjected to the Master Deed is described on Exhibit "A" attached hereto. As hereinafter set forth in Article V, Declarant has the right to subject Added Property to the terms of the Master Deed.

ARTICLE V: DESCRIPTION OF BOAT SLIP AND COMMERCIAL UNITS

Section 5.1 General.

5.1.1 General Description. Initially included within the Property subjected to this Master Deed are Commercial Units and a Dock System consisting of docks and Boat Slip Units, all having dimensions shown on Exhibit B attached to this Master Deed, and situated within and adjacent to the Folly River in the City of Folly Beach, Charleston County, South Carolina.

5.1.2 Commercial Units. The Commercial Units consist of a Two Story Frame Wood Frame Structure on Timber Piles (commonly known as the Ship Store), containing Commercial Unit No. 1-A on the first floor, plus a Wood Ramp and Wooden Decking; Commercial Unit No. 1-B on the second floor; and Commercial Unit No. 2, which consists of Boat Slip Units B-21 and B-22, plus all fuel tanks, pumps, lines and related fueling equipment throughout the Property, together with an easement across, over and under the Common

Elements as reasonably required to maintain, repair and improve the fuel tanks, pumps, lines and related fueling equipment.

5.1.3 Boat Slip Units. The Dock System consists of 90 Boat Slip Units and Dock A, Dock B, Dock C, Dock D, Dock E, Dock F, a Wooden Fixed Pier, a Concrete Boat Ramp, and an Aluminum Gangway. The Docks contain the following Boat Slip Units:

"A" Dock: A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15, A-16

"B" Dock: B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13, B-14, B-15, B-16, B-17, B-18, B-19, B-20, B-21 and B-22. (Boat Slip Units B-21 and B-22 are part of Commercial Unit No. 2.)

"C" Dock: C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-9, C-10, C-11, C-12, C-12, C-14, C-15, C-16, C-17, C-18, C-19, C-20, C-21, C-22

"D" Dock: D-1, D-2, D-3, D-4, D-5, D-6, D-7, D-8, D-9, D-10, D-11, D-12, D-12, D-14, D-15, D-16, D-17, D-18, D-19

"E" Dock: E-1, E-2, E-3, E-4

"F" Dock: F-1, F-2, F-3, F-4, F-5, F-6, F-7

Section 5.2 Subsequent Stages of Development.

5.2.1 General Restrictions. Declarant may develop the Regime in two (2) stages (subject to receipt of any permits and approvals required to add Stage 2, including the written approval of the Board of Directors of Mariner's Cay Racquet and Yacht Club Homeowners Association, Inc.), with Stage 1 being set forth in Section 5.1.2, above. Declarant has the right, but not the obligation, to subject Added Property to this Master Deed for Stage 2, subject to the following restrictions:

(a) The maximum number of Boat Slip Units in Stage 2 of development is twenty (20) Units, each having Useable Moorage Lengths and Useable Moorage Width no greater than the Useable Moorage Lengths and Useable Moorage Width of the largest Boat Slip set forth in Exhibit B attached to

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this Master Deed.

(b) The time by which Declarant may submit Stage 2 to this Master Deed shall not exceed twenty (20) years from the date this Master Deed is recorded.

(c) The nature and proposed use of any additional Common Elements in Stage 2 will generally be the same as those in this Master Deed and such Common Elements will not substantially increase the proportionate amount of the Common Expenses payable by existing Unit Owners.

(d) Declarant shall have the right, but not the obligation, and without the necessity of the consent of the Council of Co-Owners or any Co-Owner, to bring within the plan and operation of the Master Deed the referenced Added Property for Stage 2 by means of a Supplemental Master Deed. The Supplemental Master Deed shall describe the Added Property to be annexed and shall state that it is being made pursuant to Article V of the Master Deed for the purpose of annexation and that the jurisdiction of the Master Deed and of the Council of Co-Owners shall extend to and cover the Added Property to be annexed.

(e) If construction of Stage 2 requires that a Boat Slip Unit or any portion of the Dock System be temporarily or permanently modified, Declarant reserves the right to require any current Boat Slip Unit owner to use another reasonably comparable Boat Slip Unit on a temporary basis. Declarant shall have the sole right to determine the Boat Slip Unit assignment and such assignment shall not affect the obligations of the Boat Slip Unit owner, including continuing payment of Assessments allocable to the Boat Slip Unit owned by such Boat Slip Unit owner.

(f) If construction of Stage 2 requires that a Boat Slip Unit or any portion of the Dock System be permanently modified, Declarant reserves the right to acquire, at no cost and without any previously-existing mortgage, any Boat Slip Unit that will be permanently modified as a result of Stage 2, provided that (i) Declarant conveys to the Co-Owner of such Boat Slip Unit another Boat Slip Unit that is reasonably comparable to the acquired Boat Slip Unit, and (ii) all costs of such acquisition and

conveyance (but not release of any mortgage) are paid by Declarant, subject to normal prorations of Assessments and taxes for the acquired and conveyed Boat Slip Units.

(g) If construction of Stage 2 requires that fuel tanks, pumps, lines and related fueling equipment constituting a part of Commercial Unit No. 2 be permanently modified, any extensions, replacement or renovation of such elements shall be deemed part of Commercial Unit No. 2.

5.2.2 Permitting. The final location of Stage 2 Units may change based on applicable requirements of the South Carolina Office of Coastal and Resource Management, the U.S. Corps of Engineers, or other regulatory entities. At such time as the permitting issues are final, Declarant reserves the right to amend this Master Deed for the purpose of describing and subjecting the Units in Stage 2 to this Master Deed.

5.2.3 Status of New Owners. Upon recordation of the Supplemental Master Deed subjecting Added Property to this Master Deed, the owners of Units in the Added Property, upon becoming the record title holder of fee simple title in and to any Unit, shall have a right and easement of enjoyment in and to the Common Elements, shall incur an obligation to pay Assessments of the Regime, and in all ways shall become an Owner and member of the Council of Co-Owners.

Section 5.3 Effect of Added Property on Percentage Interests.

The Percentage Interest of each Unit in the Common Elements is shown in Exhibit "D" attached hereto. If Declarant elects to subject additional Units to the Master Deed, the Percentage Interest of each previously-existing Co-Owner will be affected. Included on the schedule attached hereto as Exhibit "D" is a chart showing the manner in which the Percentage Interest of each original Co-Owner at Stage 2 of development if Declarant elects to proceed with Stage 2.

Section 5.4 Reconstruction of Docks and Boat Slips.

Declarant shall have the right to repair and reconstruct the Boat Slip Units as shown on Exhibit "B". During the period of any repair or reconstruction, Declarant reserves the right to require any current Boat Slip Unit owner to use another Boat Slip Unit on a temporary basis. Declarant shall have the sole right to determine

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the Boat Slip Unit assignment and such assignment shall not affect the obligations of the Boat Slip Unit owner, including continuing payment of Assessments allocable to the Boat Slip Unit owned by such Boat Slip Unit owner.

ARTICLE VI: ACCESS EASEMENTS FOR UNITS

Section 6.I Access Easements. An easement for ingress and egress from the Asphalt Parking Area on the north side of Commercial Unit No. 1-A, as shown on Exhibit "B", and thence to the public highway known as Folly is reserved for all Units. In addition, an easement for ingress and egress is reserved for all Units across the Wood Ramp adjacent to the Two Story Frame Wood Structure on Timber Piles ("Wood Ramp") and the "13' Wide Ingress-Egress Easement", both as shown on Exhibit "B", and as further described in Exhibit "C". If Commercial Unit C-1 is modified, the Owner of such Commercial Unit shall have the right to relocate the easement across the Wood Ramp, provided that a reasonably is created and defined by recorded easement. If requested by the Owner of Commercial Unit C-1, the Association shall evidence in writing its approval of the comparable substitute access easement.

ARTICLE VII: DESCRIPTION OF COMMON ELEMENTS

Section 7.I Common Elements. The Common Elements are as follows:

(a) The Property, excluding the Units, and including, but not limited to the rights for use of land (high ground) to which the floating dock system is affixed, any riparian rights appendant and appurtenant to the Dock System, the mooring, fixed and floating dock pilings, finger piers abutting or separating Boat Slip Units, stairways, gangplanks, common walkways, ramps not within the boundary of a Unit, fixed piers, decking, handrails, floating docks, ramp gate, pontoons, dock cleats, power posts and power substations, mechanical and equipment area, fish cleaning tables, benches, trash disposal area, hoses and hose storage areas, pipes, wires, conduits, and public utility lines located within the Property other

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than within the Unit boundary.

(b) All navigational lights, installations outside of the Units such as service pedestals (power poles) for services such as power, light, water and other similar utilities.

(c) Conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the Units or Common Elements, other than conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of services to a single Unit which are located within the boundaries of such Unit; and easements for access, maintenance, repair, reconstruction or replacement of the Units and the Common Elements, or utilities, drainage and all other services necessary or convenient to the existence, maintenance, safety and use of the Property.

(d) All areas not lying within the boundary of a Unit, and all other elements of the Property constructed or to be constructed on the Property that are necessary for common use or to the existence, upkeep and safety of the Property.

(e) The following Common Elements as shown on Exhibit "B":

(i) Wooden Floating Dock;
(ii) Wooden Fixed Piers;
(iii Aluminum Gangway;
(iv) 13' Wide Ingress-Egress Easement; and
(v) Concrete Boat Ramp and adjacent Concrete (area)

(f) The perpetual, non-exclusive, common and transferable commercial easement through all those certain roads, ways and parking areas between the Property and Folly Road Access easement as more fully described in that certain Easement by and between Mariner's Cay Racquet & Yacht Club Homeowner's Association, Inc. and Mariner's Cay Marina, Inc. dated March 18, 2002, and recorded in the Office of the RMC for Charleston County in Book Y-402 at page 125 on April 11, 2002; as amended by First Amended Easement dated June 19, 2003, and recorded in the Office of the RMC for Charleston County in Book H-455 at 473 on

June 30, 2003.

(g) All parking space rights and related rights and obligations of Mariner's Cay Marina, Inc., as predecessor to Declarant, as described in the Parking and Maintenance Agreement.

Section 7.2 Limited Common Elements.

The Limited Common Elements are Common Elements which are reserved for the exclusive use of a Unit or specific Units to the exclusion of other Units. Each Boat Slip Unit shall have the exclusive right, as a Limited Common Element, to use the adjoining one-half of the exterior horizontal surface of the adjacent Dock or finger pier, for the length of the Boat Slip Unit along such Dock or finger pier, for moorage, storage and tying off of vessels, and all cleats, electrical switches, wiring, pipes, ducts, conduits, and television, telephone, electrical receptacles and boxes, and utility systems serving that Boat Slip Unit exclusively. Excluded from the Limited Common Element of such Boat Slip Unit, however, are all such components that serve other Boat Slip Units or the Common Elements.

Section 7.3 Maintenance of Limited Common Elements.

Except as otherwise expressly stated in this Master Deed or any Supplement to the Master Deed, the costs of maintaining, repairing and replacing Limited Common Elements shall be Common Expenses of the Council as a whole.

Section 7.4 Disputes Regarding Status or Use of Common Elements

Because of the structural characteristics and arrangement of much of the Property, disputes may arise regarding issues such as whether an element is part of a Unit, a Limited Common Element, or a General Common Element, and the use of such element. Unit Owners shall attempt to resolve such matters in a fair manner. If a dispute arises between Unit Owners, or between a Unit and the Council of Co-Owners as to what portion of the Property constitutes a Unit, a Limited Common Element, or a General Common Element, the proper use such elements, or allocation of any costs or expenses relating to such elements, the Board of Directors shall have the authority to determine the proper resolution of such dispute, after such

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consultation with others as it may determine to be appropriate. The determination of the Board of Directors shall be set forth in writing, shall be made in good faith, and shall not be clearly inconsistent with this Master Deed.

ARTICLE VIII: BASIC VALUE AND PERCENTAGE INTEREST OF UNITS

Section 8.1 Value of Units. The basic values of the Units, set for the sole purpose of complying with Section 27-31-60 of the Act, and being established irrespective of the Units' actual value, are shown on the Schedule of Basic Values and Percentage Interests attached as Exhibit "D". As provided in Article V, above, Declarant has the right to subject Added Property to the terms of this Master Deed, and, if that occurs, the Basic Value and Percentage Interests of Additional Units shall be determined in the manner set forth in Exhibit "D".

Section 8.2 Percentage Interest.

The Percentage Interest appertaining to the Units are based on the Basic Values of the Units and are set forth on the schedule attached hereto as Exhibit "D."

ARTICLE IX: UNIT OWNER'S RIGHTS AND OBLIGATIONS

Section 9.1 Co-Owner's Use Rights.

Subject to this Master Deed and the By-Laws, a Co-Owner shall have: (i) an undivided ownership interest according to the Unit's Percentage Interest in the Common Elements; and (ii) the exclusive right to use his Unit, including, for Boat Slip Units, the Moorage Easement appurtenant to the Boat Slip Unit.

Section 9.2 Compliance with Rules, Regulations, Enforcement.

Each Co-Owner shall comply strictly with this Master Deed, the By-Laws, the Rules and Regulations, and the deed to the Unit. Each Co-Owner shall have a right of action against other Co-Owners and/or the Council of Co-Owners to enforce compliance by either or both of them with the By-Laws and the applicable rules, regulations, and restrictions promulgated by local, state and

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federal government authorities having jurisdiction over the Property or portions thereof.

Section 9.3 Voting Rights.

In all matters on which the Council of Co-Owners takes action pursuant to the Act or its By-Laws, each Co-Owner shall have a vote equal to his Percentage Interest; provided, however, that during the Declarant Control Period, Declarant shall have full and complete control of the Council of Co-Owners' decisions; and provided further, however, that if a Unit Co-Owner has not paid any Assessment applicable to his Unit within the period provided for payment of the same, then, unless expressly approved by the Board of Directors, such Unit Owner shall have no voting rights until such time as the obligations, together with any late charges or interest and any applicable costs of collection, have been paid in full.

Section 9.4 Easements Appurtenant to Unit Ownership.

(a) Each Co-Owner shall have an Appurtenant easement in common with the other Co-Owners to use all pipes, wires, ducts, cables, conduits, utility lines, columns, supporting and sheltering structural members, and other like facilities located in any of the other Units or in the Common Elements and serving the Unit of such Co-Owner. Each Unit and the Common Elements shall be subject to an appurtenant easement in favor of the other Unit owners to use the pipes, ducts, cables, wires, conduits, utility lines and other facilities serving other Units or the Common Elements and located in each such Unit.

(b) Each Unit shall be subject to and shall have such appurtenant easements of support from and over such other Units and the Common Elements as may be necessary for the quiet enjoyment of such Unit.

Section 9.5 Common Expense Liability.

The Co-Owners shall contribute toward the Common Expenses of the Regime. These Common Expenses shall be paid by Assessments against the Co-Owners in proportion to their Percentage Interests in the Common Elements, as set forth in Article X, below.

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ARTICLE X: BUDGET AND ASSESSMENTS

Section 10.1 Purpose of Assessments.

The Council of Co-Owners shall have the power to levy Assessments as provided herein and in the Act. The Assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the health, safety, welfare, common benefit, and enjoyment of the Co-Owners of Units in the Regime as may be more specifically authorized from time to time by the Board of Directors.

Section 10.2 Fiscal Year and Annual Budget.

10.2.1 Fiscal Year and Budget Procedure. The fiscal year of the Council shall be the calendar year. Unless otherwise determined by the Board of Directors, the Board of Directors shall prepare or cause to be prepared by December 1 an operating budget (the "Budget") for the next fiscal year setting forth the estimated Common Expenses and anticipated revenues of the Council for such fiscal year, and any projected deficit or surplus from the preceding fiscal year. The Budget shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost, and shall endeavor to create such reserves for replacement as may be determined to be appropriate. (In the initial year after recordation of this Master Deed, the Board of Directors may, in its sole discretion, prepare or cause to be prepared the Budget for the balance of the current fiscal year.) The Budget, once approved by the Board of Directors, shall serve as the basis for Regular Assessments and, if so determined by the Board of Directors, Special Assessments to Co-Owners (together, the "Total Assessments") for such fiscal year and the primary guideline under which the Council shall be estimated to operate during such fiscal year. The Board of Directors may, in its sole discretion, submit the proposed Budget to a vote of the Co-Owners.

10.2.2 Failure to Adopt Budget. If the Council fails for any reason to adopt a Budget for the fiscal year, then

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until such time as it is adopted, the Budget and Total Assessments in effect for the previous year shall automatically be increased effective the first day of the new fiscal year in the same proportion as any percentage increase during the previous Year over the preceding Year, in the Consumer Price Index, all Urban Consumers, United States City Average, All Items (the "CPI") or its successor index, as determined by the Board of Directors. In order to provide time to determine any applicable increase, the "Year" for determining the CPI shall be measured from October 1 through September 30. Such adjusted Budget shall be the Budget for the new year, until a new Budget is adopted. The Council shall furnish to each Unit Owner a copy of the Budget for the forthcoming fiscal year and a statement of the amount of the Assessment payable by such Owner for the fiscal year.

10.2.3 Initial Year Budget. The Initial Estimated Budget is attached hereto as Exhibit "E," and the initial annual Regular Assessment for each Unit shall be $1,200, and, until otherwise determined by the Board of Directors, shall be paid in equal monthly installments.

10.2.4 Timing of Payment of Assessments. Regular Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors; unless otherwise determined, the annual Regular Assessments shall be paid in equal monthly installments due on the first day of each calendar month.

Section 10.3 Special Assessments.

In addition to the Regular Assessments, the Board of Directors may, at any time, and in addition to any other rights it may have, levy a Special Assessment against all Co-Owners as, in its discretion, it shall deem appropriate. Special Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. Notice of any Special Assessment shall be sent to all Co-Owners prior to becoming effective. Notwithstanding the above, for so long as the Declarant owns any Unit, all Special Assessments must be consented to by the Declarant prior to becoming effective, except any Special Assessment to fund payments by the Regime required pursuant to the Parking and Maintenance Agreement, as defined above.

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Section 10.4 Specific Assessments.

The Board shall have the power to specifically assess expenses of the Council of Co-Owners against Units (a) receiving benefits, items, or services not provided to all Units within the Regime that are incurred upon request of the Owner of a Unit for specific items or services relating to the Unit or (b) that are incurred as a consequence of the conduct of less than all Owners, their licensees, invitees, or guests. The Council of Co-Owners may also levy or specifically assess any Unit to reimburse the Council of Co-Owners for costs incurred in bringing the Unit into compliance with the provisions of the Master Deed, any applicable Supplemental Master Deed, the Articles, the By-Laws, and rules, provided the Board gives prior notice to the Unit Owner and an opportunity for a hearing.

Section 10.5 Working Capital Contribution to Council.

Upon acquisition of record title to a Unit by the first Co-Owner thereof other than the Declarant, a contribution shall be made by such Co-Owner to the working capital of the Council of Co-Owners in an amount equal to two (2) months of the Regular Assessment for such Unit (the "Working Capital Contribution"). This amount shall be in addition to, not in lieu of, the Regular Assessments and shall not be considered an advance payment of such Regular Assessments. The Council may use the funds to cover Common Expenses of the Regime.

Section 10.6 Date of Commencement of Assessments.

The obligation to pay Assessments shall commence as to a Unit on the date on which this Master Deed is recorded.

Section 10.7 Statement of Account.

Any Co-Owner, Mortgagee, or a Person having executed a contract for the purchase of a Unit, or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Council setting forth the amount of Assessments due and unpaid, including any late charges, interest, fines, or other charges against a Unit. The Council shall respond in writing within fourteen (14) days of receipt of the request for a statement; provided, however, the Council may require the payment of a reasonable fee to offset the administrative and other costs incurred in responding to the request as a prerequisite to the issuance of such a statement. Such written statement shall be

binding on the Council as to the amount of Assessments due on the Unit as of the date specified therein.

Section 10.8 Delinquent Assessments.

All Assessments and related charges not paid on or before the due date shall be delinquent and the Co-Owner shall be in default.

(a) If any monthly installment of Regular Assessments or any part thereof is not paid in full when due or if any other charge is not paid when due, a late charge equal to the greater of ten dollars ($10.00) or ten percent (10%) of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner and interest at the highest rate as permitted by applicable law, or such lower rate as may be determined by the Board of Directors, shall accrue from the due date until payment is received.

(b) If part payment of Assessments and related charges is made, the amount received shall be applied in the following order, and no restrictive language on any check, draft or related communication from the paying Person shall be effective to change the order of application, unless expressly approved by the Board of Directors in its sole discretion: (i) respectively, to any unpaid late charges, interest charges, and specific Assessments (including, but not limited to, fines) in the order of their coming due; (ii) to costs of collection, including reasonable attorney's fees actually incurred by the Council of Co-Owners; and (iii) to any unpaid installments of the Regular, Special or Specific Assessments, in the order of their coming due.

(c) If Assessments, fines or other charges or any part thereof due from a Co-Owner are not paid when due, a notice of delinquency may be given to that Co-Owner stating that if the Assessment, fine or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board of Directors may accelerate and declare immediately due all of that Co-Owner's unpaid installments of Assessments. If a Co-Owner fails to pay all Assessments and related charges

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currently due within ten (10) days of the date of the notice of delinquency, the Board of Directors may then accelerate and declare immediately due all installments of the Regular Assessment and of any Special Assessment, without any further notice being given to the delinquent Co-Owner. Upon acceleration, that Co-Owner shall thereby lose the privilege of paying the Regular Assessment in periodic installments otherwise applicable for that fiscal year. Failure to receive a notice of delinquency shall not preclude the applicability of (a), above.

(d) If Assessments and other charges or any part thereof remain unpaid more than thirty (30) days after the Assessment first becomes delinquent, the Council of Co-Owners, acting through the Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of the Master Deed, the By-Laws, the Act and South Carolina law and suspend the Co-Owner's and/or Occupant's right to vote and/or to use the Common Elements; provided, however, the Board of Directors may not limit ingress or egress to or from the Unit.

Section 10.9 Lien and Personal Obligation For Assessments.

Each Co-Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Council of Co-Owners: (i) periodic Regular Assessments; (ii) Special Assessments; (iii) Specific Assessments, and (iv) the Working Capital Contribution, all as herein provided. All such Assessments, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, and if the Board of Directors so elects, in the maximum amount permitted by the Act, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each Assessment is made. Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as Mortgages are foreclosed under South Carolina law. Such amounts shall also be the personal obligation of each person who was the Co-Owner of such Unit at the

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time when the Assessment fell due and may be collected in the same manner as other debts or liens are collected under South Carolina law. Each Co-Owner and each successor-in-title to the Unit shall be jointly and severally liable for all Assessments and charges due and payable at the time of any conveyance. No Owner may exempt such Owner from liability for or otherwise withhold payment of Assessments for any reason whatsoever, including, but not limited to, non-use of the Common Elements, the Council of Co-Owner's failure to perform its obligations required under this Master Deed, or inconvenience or discomfort arising from the Council of Co-Owners' performance of its duties. The lien provided for herein shall have priority as provided in the Act.

ARTICLE XI: COUNCIL OF CO-OWNERS

Section 11.1 Name.

The name of the Council of Co-Owners shall be Mariner's Cay Council of Co-Owners, Inc. It shall be a non-profit corporation organized under the laws of South Carolina. The Regime shall be administered, supervised and managed by the Council of Co-Owners, which shall have its initial principal Office 125 Leader Drive, Piedmont, SC 29673, and which shall act by and on behalf of the Co-Owners of the Units in the Regime in accordance with this Instrument, the By-Laws and the Act. The initial By-Laws, attached hereto as Exhibit "F", form an integral part of the plan of ownership herein described, and, with any amendments thereto, shall govern the affairs of the Co-Owners of the Regime and shall be construed in conjunction with the provisions of this Master Deed.

Section 11.2 Rights; Board of Directors.

The Council of Co-Owners, acting through its Board of Directors, is vested with the rights, powers, privileges and duties necessary or incidental to the administration of the Regime, including the care and upkeep of the Common Elements, such rights, powers, privileges and duties being more particularly set forth in its Articles of Incorporation and the By-Laws. **The Board of Directors shall have authority to take all actions on behalf of the Council of Co-Owners that do not require, by law, this Master Deed, or the Bylaws, a vote by Co-Owners, and the decision of the Board of Directors in such matters shall be binding upon the Council of Co-Owners and the Co-Owners.**

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Section 11.3 Membership.

Each Co-Owner shall automatically, upon becoming the owner of a Unit, be a member of the Council of Co-Owners, and shall remain a member of said Council until such time as his, her or its ownership ceases for any reason, at which time, his, her or its membership in the Council of Co-Owners shall automatically cease. Other than as an incident to a lawful transfer of the title to a Unit, neither membership in the Council nor any share in the assets of the Council shall be transferable, and any attempted transfer shall be null and void.

Section 11.4 Repair of Units.

Notwithstanding the duty of the Council of Co-Owners to maintain and repair Common Elements, the Council shall not be liable to a Co-Owner for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Property, Common Elements, a Unit, or other Co-Owners or Persons.

Section 11.5 Access to Units; Emergencies.

The Council of Co-Owners, acting through its Board of Directors, has the irrevocable right to have access to the Common Elements and each Unit during reasonable hours as may be necessary for the maintenance, repair, or replacement of the Common Elements, or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit. The Council of Co-Owners shall also have the right, but not the obligation, upon reasonable notice to the affected Co-Owners (except in the case of a possible emergency, in which case no notice shall be required and access may be immediate), to (a) temporarily move any and all Boat Slips, Docks or vehicles parked on the Property for maintenance, repair or dredging purposes, or (b) in the event of a possible emergency or a pending hurricane or storm, without responsibility for any damage caused thereby, to remove or require removal of vessels from Boat Slips for such purposes or to avoid damage to the Common Elements, boats, other Boat Slips, or other property that might occur if the vessels were not so removed.

Section 11.6 Easements for Maintenance and Operation.

The Council of Co-Owners, acting through its Board of Directors, has the right to grant permits, licenses, and easements for access to and over the Common Elements for utilities, roads, and other purposes necessary for the proper maintenance or

operation of the Regime.

Section 11.7 Enforcement of Agreements.

11.7.1 Enforcement Options; Liens. The Council of Co-Owners shall have a right of action against any Co-Owner to enforce compliance with this Master Deed, the By-Laws and the Rules and Regulations. Subject to the limitations of any other applicable provisions of South Carolina law, the Council of Co-Owners shall have a statutory lien against each Unit to secure payment of delinquent Assessments, as well as interest, late charges and costs of collection (including reasonable attorneys' fees). Such lien shall be superior to all other liens, except:

(a) the liens of all taxes, bonds, Assessments, and other levies which by law would be superior;

(b) the lien or charge of any recorded first mortgage made in good faith and for value; and

(c) labor or materialmen's liens, to the extent required by law. Such liens, when delinquent, may be enforced in the same manner as provided for the foreclosure of Mortgages under South Carolina law.

11.7.2 Foreclosure Sale; Priority of Certain Mortgages. The Council of Co-Owners may bid for a Unit at a foreclosure sale and acquire, lease, mortgage, and convey the Unit. Sale or transfer of any Unit shall not affect the Assessment lien or relieve such Unit from the lien for any subsequent Assessments. However, the sale or transfer of any Unit pursuant to foreclosure of the first mortgage shall extinguish the lien as to any installments of Assessments due prior to the Mortgagee's foreclosure. The subsequent Co-Owner of the foreclosed Unit shall not be personally liable for Assessments on such Unit due prior to such acquisition of title. The Board of Directors may determine that uncollected Assessments for any Unit shall be deemed Common Expenses collectible from Owners of all Units.

Section 11.8 Management of Regime.

The Board of Directors may employ and dismiss Persons on behalf of the Council of Co-Owners and/or select a Management Agent or Agents, each of which shall have such authority and shall receive such compensation as is set forth in writing and approved by the

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Board of Directors. The Declarant or an affiliate of Declarant may serve as a Management Agent. A copy of any agreement between the Council of Co-Owners and the Management Agent shall be provided to any Owner upon written request to the Board of Directors, provided that the Council of Co-Owners may charge a reasonable fee for any costs of reproduction, postage or personnel incurred.. No management agreement shall be for a term longer than two (2) years, provided that a management agreement may provide for automatic extension for additional terms of not more than two (2) years unless either party notifies the other party within a defined period prior to the expiration of the existing term that it wishes to terminate the agreement or re-negotiate the agreement.

Section 11.9 Sale of Units; Notice.

A Co-Owner intending to make a transfer or sale of a Unit or any interest in a Unit shall give written notice to the Board of such intention within seven (7) days after execution of the transfer or sales documents. The Co-Owner shall furnish to the Board as part of the notice (i) the name, address and telephone number of the intended transferee, and (ii) such other information as the Board may reasonably require. Within seven (7) days after receiving title to a Unit, the transferee of the Unit shall give written notice to the Council confirming the name, address and telephone number of the transferee. The Board may require that the transferee provide to the Council a copy of the deed or other document transferring title to the transferee. Upon failure of a Owner to give the required notice within the seven-day time period provided herein, the Board may levy fines against the Unit and the Owner thereof, and assess the Owner for all costs incurred by the Council in determining the transferee's identity and required information.

Section 11.10 Indemnification.

The Declarant, Board of Directors and officers of the Council of Co-Owners, and such employees of the Council of Co-Owners and/or the Management Agent as the Board of Directors shall specify by written resolution from time-to-time (cumulatively, "Non-Liable Persons"), shall not be liable to the Owners or the Council of Co-Owners for any mistake in judgment or acts or omissions unless such act or omission was made in bad faith or was the result of gross negligence or fraud by such Person. The Council of Co-Owners shall indemnify and hold harmless such Non-Liable Persons against all

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liabilities to others arising out of any agreement made by such Non-Liable Persons on behalf of the Council of Co-Owners unless such agreement was made in bad faith, was the result of gross negligence or fraud by such Non-Liable Person, or was in clear violation of a contractual obligation of such Non-Liable Person to the Council of Co-Owners.

Section 11.11 Books and Records of Council.

Current financial records of the Council of Co-Owners and the articles of incorporation, Bylaws and Rules and Regulations of the Council of Co-Owners shall be available for inspection by an Owner or any agent authorized in writing by an Owner, at the offices of the Council of Co-Owners or such other location in Charleston County as may be designated by the Board of Directors. The inspection shall occur at reasonable times during normal business hours. The Council of Co-Owners shall have the right to require written notice of the particular records to be inspected not more than five (5) business days prior to the inspection date (or such longer period as may be reasonable if the records sought are not readily available). The inspection shall be scheduled and conducted in such a manner that the operations of the Council of Co-Owners and the Regime are not unduly disrupted and the safety and integrity of the records are ensured. The Council of Co-Owners may charge a reasonable fee to cover the reproduction, postage and administrative expenses incurred by the Council of Co-Owners as a result of an inspection.

ARTICLE XII: DECLARANT'S RIGHTS AND OBLIGATIONS

Section 12.I Declarant Initial Owner of All Units. Declarant shall initially be the Owner of all Units.

Section 12.2 Easements Reserved.

(a) Declarant reserves for itself, its agents, successors and assigns, a permanent, assignable easement for utilities and for access, ingress and egress upon, over and across the Common Elements (i) for the purpose of construction, repair, replacement, maintenance, use and enjoyment of the Dock System and certain proposed docks and

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appurtenant structures which Declarant or its assigns may, at their sole option and discretion, develop, construct and/or have constructed within waters adjacent to the Property; (ii) for the purpose of installing, replacing, repairing and maintaining utilities serving said docks and appurtenant structures; and (iii) for the Purpose of discharging Declarant's obligation or exercising Declarant's rights and for doing all things reasonably necessary and proper in connection therewith.

(b) For so long as Declarant owns any Unit primarily for the purpose of sale or lease, Declarant and its duly authorized contractors, representatives, agents, and employees shall have: (i) an easement for the maintenance of signs, a sales office, a business office, promotional facilities and model Units in the Regime, together with such other facilities as in the opinion of Declarant may be reasonably required, convenient or incidental to the completion, renovation, improvement, development, lease or sale of the Unit; (ii) a transferable easement on, over, through, under and across the Common Elements for the purpose of making improvements on the Regime or any portion thereof, for the purpose of installing, replacing, repairing and maintaining all utilities serving the Regime, and for the purpose of doing all things reasonably necessary and proper in connection therewith.

(c) As part of the Declarant's right to subject Added Property to this Master Deed, the Declarant reserves unto itself, and its successors and assigns, non-exclusive easements for ingress and egress over, under, and across all Common Elements and such other reasonable right of access to, and use of, the Common Elements as may be necessary for the construction, maintenance and marketing of the additional Units in Stage 2.

(d) In the event Declarant is unable to proceed with Stage 2 (as set forth in Section 5.2, above) as part of the condominium regime created by this Declaration, Declarant reserves the right to form a separate condominium regime for the additional units. The separate condominium regime, and the owners of units therein, shall have all of the rights reserved in (a), (b) and (c) above, and

shall have the right to use the Common Elements, provided that they share, pro-rata, in the maintenance and repair of the Common Elements and any operating expenses of the Common Elements reasonably incurred by the Association.

Section 12.3 Right to Appoint and Remove Directors. The Declarant shall have the right to appoint and remove any member or members of the Board of Directors of the Council subject to such limitations as set forth below. The Declarant's authority to appoint and remove members of the Board of Directors of the Council shall expire on the first to occur of the following:

(a) after ninety percent (90%) of the Units in the Regime have been transferred by the Declarant to Co-Owners other than a Person or Persons constituting the Declarant or an affiliate of Declarant;

(b) the expiration of five (5) years after the date upon which this Master Deed is recorded in the RMC Office for Charleston County.

(c) the date on which the Declarant voluntarily relinquishes such right by executing and recording an amendment to this Master Deed, which shall become effective as specified in such amendment.

If it has not previously occurred, within ninety (90) days after the first of the above events to occur, a meeting or vote of the Co-Owners shall be held in accordance with the Bylaws to elect a new Board of Directors.

Section 12.4 Number and Terms of Directors. The Board of Directors of the Council shall be comprised initially of not less than three (3) and no more than five (5) Directors, who shall be appointed and/or reappointed by the Declarant. The procedures for subsequent election of the Directors shall be set forth in the By-Laws.

Section 12.5 Sale and Leasing of Units; Marketing Activities. Declarant and its duly authorized agents, representatives and employees shall have the assignable right to sell or lease Units; to conduct marketing activities; and to erect and maintain signs to facilitate such sales, leasing or marketing activities as

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Declarant, in its sole discretion, deems appropriate. Declarant shall not be required to comply with any other provisions of this Master Deed regarding commercial activities, signs, sales and leases.

Section 12.6 Construction and Sale Period. Notwithstanding any provisions in this Master Deed, the By-Laws, the Articles of Incorporation, the Rules and Regulations, design guidelines, any amendments thereto, and related documents, for so long as Declarant owns any portion of the Regime, it shall be expressly permissible for Declarant and any builder or developer approved by Declarant to maintain and carry on, upon such portion of the Regime as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's and such builder's or developer's development, construction, and sales activities related to the property described on Exhibits "A" and "B" to this Master Deed, including, but without limitation, the right of access, ingress or egress for vehicular and pedestrian traffic over, under, on or in the Regime; the right to tie into any portion of the Regime with streets, driveways, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), install, lay, replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Regime; the right to carry on sales and promotional activities in the Regime; and the right to construct and operate business offices, signs, construction trailers, model Units, and sales offices. Declarant and any such builder or developer may use Units or offices owned or leased by Declarant or such builder or developer as model Units and sales and leasing offices. Rights exercised pursuant to such reserved easement shall be exercised is such manner as to alleviate any interference to the quiet enjoyment of affected Property, reasonable steps shall be taken to protect such Property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 12.7 Prohibited Activities by Council. So long as Declarant owns any Unit for sale, no action may be taken by the Council of Co-Owners that would be detrimental to the sales of Units by Declarant.

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Section 12.8 Right of First Refusal. In the event that any Unit Owner other than Declarant offers a Unit for sale prior to December 31, 2007 and receives an offer that such Unit Owner is willing to accept, Declarant shall have a right of first refusal to repurchase the Unit. Declarant shall have the right to waive such right of first refusal in writing. Such offer shall be delivered in writing to the Declarant and, for a period of fourteen (14) days after receipt of such offer, the Declarant shall have a right to re-purchase the Unit for the same purchase price that the Unit Owner paid Declarant for the Unit (the "Purchase Price"). If the right of first refusal is not exercised within fourteen (14) days after receipt by Declarant of such offer to purchase, the right of first refusal shall be deemed waived. Upon giving written notice to the Unit Owner of the exercise of its right of first refusal, the Declarant shall have sixty (60) days to purchase the Unit for the Purchase Price. Title shall be delivered free and clear of all exceptions other than those set forth in the deed from Declarant to the Unit Owner. Closing costs shall be allocated in the same manner as costs were allocated at the closing of the purchase by the Unit Owner.

Section 12.9 U.S. Army Corps of Engineers Moorage Rights. Declarant reserves the right to allow any dredge vessel owned or operated on behalf of the U.S. Army Corps of Engineers to periodically use the mooring dolphins on the southwest side of the Dock System and to use the Dock System and appurtenant easements for ingress and egress to and from the vessel.

ARTICLE XIII COMMON PROFITS

Section 13.I Use of Common Profits. Common Profits may, at the discretion of the Board of Directors, be:

(a) Distributed among the Co-Owners according to the percentages of the undivided interests in the Common Elements;

(b) Credited to their Regular or Special Assessments according to the stated percentage; or

(c) Used for any other purpose as the Board of Directors decides.

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ARTICLE XIV: USE RESTRICTIONS

Section 14.1 Moorage of Vessels.

14.2.1 Boat Slip Uses Generally. Each Boat Slip Unit shall be used by the Co-Owner solely for the moorage of vessels (excluding tenders, dinghies or other boats mounted on or over vessels). Vessels must lie within the Useable Moorage Length and Useable Moorage Width of the Boat Slip Unit, with no overhang from bow, stem or either beam of such vessel, including bow pulpits, swim platforms, dinghies, and any other projection beyond the referenced boundaries. Notwithstanding the foregoing limitations, so long as no other Unit is materially and adversely impacted in the sole opinion of the Board of Directors, the Board of Directors may, in its sole discretion and on such conditions and for such period as it may determine from time to time, allow a vessel's bowsprit, pulpits, swim platforms, dinghies and other projections may be permitted to overhang the Unit's boundaries, so long as they do not exceed ten (10%) percent of the Boat Slip Unit's Useable Moorage Length; provided further, however, that a Co-Owner's right to use any authorized overhang areas shall at all time be further subject to any restrictions imposed by any local, state or federal agency having jurisdiction.

14.2.1 Houseboats and Liveaboards Prohibited. Except for Units owned or leased by Declarant, no houseboats of any kind shall be permitted to occupy or dock within the Boat Slip Units unless expressly authorized by the Council of Co-Owners. Further, no vessel moored at a Boat Slip Unit may contain a "live-aboard". Unless otherwise expressly approved by the Board of Directors and any applicable regulatory agency, a "live-aboard" shall be defined as any individual spending more than three (3) successive nights on a vessel, or more than a total of twelve (12) nights in any month.

Section 14.2 Improvements and Alterations. No improvements or alterations of any nature whatsoever other than routine maintenance shall be permitted to a Boat Slip Unit or the Dock System without the written prior approval of the Board of Directors. Without limitation, no Units may be improved with wide-body boat docks; outboard, stern drive or jet boat docks; pontoon or catamaran docks; combination boat docks; or other similar improvements

without the prior written consent of the Board of Directors. This section shall not be deemed to apply to the construction of Stage 2 authorized by Section 5.2, above, or to the reconstruction of Docks and Boat Slips authorized by Section 5.4, above.

Section 14.3 Commercial Activities.

14.3.1 Commercial Activities Generally. Commercial activities in Stage 1 shall be limited to Commercial Units 1-A, 1-B and 2, as permitted by law. No other commercial activities of any kind whatsoever shall be permitted in Stage 1 without the consent of the Council of Co-Owners, acting through its Board of Directors; provided, however, that (a) this restriction shall not apply to Declarant during the Declarant Control Period and during such time Declarant may use its Units for promotional, marketing, or display purposes, and (b) a Co-Owner shall be permitted to rent or lease his Unit to a third party pursuant to the provisions below.

14.3.2 Slip Leasing Procedures. If a Boat Slip Unit or Commercial Unit is rented or leased to another Person, then:

(a) Such rental or lease shall be subject to the provisions of this Master Deed, the Bylaws, and the Rules and Regulations, and no provision which is contrary to such documents shall be enforceable.

(b) If a renter or lessee of a Unit fails to observe the provisions of this Master Deed, the Bylaws, and the Rules and Regulations, then the Board of Directors of the Association, after notice to the Co-Owner of the Unit and a reasonable opportunity for such Co-Owner to cure the violation, shall have the right to terminate the rental or lease agreement without liability on the part of the Council, its directors or agents. Notice of termination shall be given to the Co-Owner in writing.

(c) For safety, security, insurance, operational and administrative reasons, the Co-Owner of the Unit shall, within seven (7) days after the commencement or any rental or lease, provide to the Council, in writing, the name, address, and telephone number of the renter or lessee; if known, the facsimile or internet address of the renter or lessee; the term of the rental or lease agreement; the names of tenant's vessels and their boat registration number; and, upon request,

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a copy of the lease or such other information as may reasonably be required by the Council from time-to-time (including, without limitation, information required to determine the amount of any payments due pursuant to Section 14.3.3, below. If the term of the rental or lease agreement is extended, the Co-Owner shall also notify the Council of the new term of the rental or lease agreement.

14.3.3 Payments to Mariner's Cay Racquet and Yacht Club. The Parking and Maintenance Agreement (as defined in Section 2.1, above), between Mariner's Cay Racquet and Yacht Club Homeowners Association, Inc. (the "Homeowners Association") and Mariner's Cay Marina, Inc. ("Marina"), an entity to which the Declarant is a successor, deals with matters such as the allocation and location of parking, sharing of expenses for repair and replacement of shared roadways and parking areas, and use of certain common areas. The Parking and Maintenance Agreement includes the following provision:

> "Marina will pay to the Association each month (i) the sum of $250.00, plus (ii) one percent (1%) of the gross revenue of the Marina business operations for the previous month …defined as income from any sources less sales tax."

Section 5 of a "Clarification Agreement" among the Homeowners Association, the Council, and the Declarant, effective February 1, 2007, and recorded in the RMC for Charleston County, South Carolina, on the same date as the recording of this Amended and Restated Master Deed, restates the above provision and further states:

> "This provision requires that one percent (1%) of the gross revenue of Ship's Store sales, fuel operations, and slip rentals shall be paid to the Homeowners Association, but such provision does not require payment of one percent (1%) of revenues from the sale of the Marina or condominium units. Notwithstanding, as a good will gesture, Marina at Mariner's Cay shall voluntarily contribute one percent (1%) of the gross revenue it receives from the initial sale of Marina condominium boat slip units. Persons who purchase condominium boat slip

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units from Marina at Mariner's Cay, and the successors and assigns of such purchasers, shall not be required to pay any portion of such sales revenues to the Homeowners Association."

Pursuant to the referenced agreements, the Co-Owner of the applicable Unit shall pay to the Homeowners Association one percent (1%) of the gross revenue of the Commercial Units, including, without limitation, fuel operations, and one percent (1%) of the gross revenue to the Owner from Boat Slip Unit rentals. The Board of Directors of the Council shall have the right, but not the obligation, in its sole discretion, to (a) require the applicable Owner to provide to the Council satisfactory evidence of the applicable gross revenue, and (b) collect from the applicable Owner as a Specific Assessment against the applicable Unit the amounts due to the Homeowners Association and make such payment directly to the Homeowners Association.

Section 14.4 Dock Storage Boxes. Dock storage boxes shall be permitted as personal equipment of the Owner of the Boat Slip Unit served; provided that, for consistency, such boxes shall (a) be approved by the Board of Directors, (b) be purchased through and installed by the Council, with such costs being prepaid by the Owner of the Boat Slip Unit to be served, and (c) if not maintained in good condition, be removed by the Council at the Owner's cost.

Section 14.5 Rules and Regulations. The Board of Directors shall have authority to adopt, amend or supplement Rules and Regulations from time to time governing the use, administration and operation of the Property; the manner of use, maintenance and rental of Units; procedures for transfer of the Units; the condition and maintenance of vessels to be moored in Boat Slip Units; and the parking of vehicles and delivery of materials; all subject to the terms of this Master Deed and the Bylaws. The initial Rules and Regulations are the Operation and Maintenance Manual Rules and Regulations attached hereto as Exhibit G. Amendments or supplements to the Rules and Regulations adopted from time to time in accordance with this Master Deed shall be valid even if not recorded.

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Section 14.6 Operations and Maintenance Manual. The Operations and Maintenance Manual referenced in Section 14.5, above, was submitted to the South Carolina Department of Health and Environmental Control-Office of Ocean and Coastal Resource Management with the letter approvals thereto applicable to South Carolina and federal agencies is part of the Permit for the construction and maintenance of the Dock System. It contains rules and regulations for the operation of the Dock System.

Section 14.7 Peaceful Enjoyment. No Co-Owner shall do, or permit to be done, anything upon or with his Unit or upon a vessel moored thereto, which would impair navigation or the soundness or safety of the Regime or which would be noxious or offensive or an interference with the peaceful possession and proper use of other Units, or which would require any alteration of or addition to any of the Common Elements to be in compliance with any applicable law or regulation, or which would otherwise be in violation of law.

Section 14.8 Use of General Common Elements. All Co-Owners shall have a nonexclusive right to use and enjoy the General Common Elements for the purposes for which they are intended, subject, however, to the following provisions:

(a) No such use shall enter or encroach upon the lawful rights of any other Persons.

(b) The Board of Directors may restrict the use and govern the operation of the Common Elements by promulgating Rules and Regulations with respect thereto, including the right to charge reasonable admission and other fees for any facility or improvement located thereon and to impose reasonable limitations on the number of persons, including guests, who may use such facilities and the hours of operation or use.

(c) The Board of Directors may suspend a Co-Owner's right to use the Common Elements during the period that an Assessment remains unpaid or for any other infraction of the Condominium Instruments.

(d) A Co-Owner's right to use and enjoy the General Common

Elements is subject to the provisions of this Master Deed.

(e) A Co-Owner's right to use and enjoy the General Common Elements is subject to the Access / Utility Easement.

Section 14.9 Time-Sharing Prohibited. No Unit may be utilized for purposes of time-sharing or interval ownership, licenses, leases, or similar plans as those items are currently generally utilized in the real estate industry or as those or similar terms are expressed or defined in Chapter 32, Code of Laws of South Carolina, 1976, as amended; provided, however, that this provision shall not be interpreted to prevent leases or rentals, as provided in this Master Deed, or ownership by a corporation, limited liability company, partnership, trust, joint tenancy or co-tenancy, or other legal entity capable of owning an interest in property.

Section I4.10 Signs and Posters. No signs or advertising posters of any kind shall be maintained or permitted within the Property. This restriction shall not be deemed to apply to any signs or posters (a) within or on Commercial Units, (b) within vessels and which are not visible from the exterior of the vessel, (c) required by law, (d) expressly authorized by this Master Deed (including, without limitation, Section 12.5, above), or (e) expressly approved by the Board of Directors from time to time, on such conditions as it may determine.

ARTICLE XV: BY-LAWS

Section 15.1 By-Laws. The By-Laws of the Council of Co-Owners shall be as set forth on Exhibit "F" attached hereto and made a part hereof. The Bylaws may be amended in the manner set forth in the Bylaws.

ARTICLE XVI: AMENDMENTS TO MASTER DEED

Section 16.1 Amendment Generally. Amendments to this Master Deed, other than those authorized by Section 16.2, below, shall be approved by at least two-thirds (2/3rds) of the Percentage Interests then existing, in accordance with the voting procedure set forth in

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the Bylaws; provided, however, (a) no amendment that imposes a greater economic or legal burden on Declarant than the burden that exists under the current provisions of this Master Deed shall be valid unless it is approved, in writing, by Declarant, and (b no amendment that increases the Percentage Interest of any Owner shall be valid unless it is approved, in writing, by the affected Owner(s).

Section 16.2 Amendment by Declarant. For so long as the Declarant has the right to appoint and remove Directors of the Council of Co-Owners as provided in this Master Deed, the Declarant may unilaterally amend this Declaration for any purpose without the consent of the Council, any Co-Owner, any easement grantee, or any Mortgagee. The Declarant may also unilaterally amend this Declaration at any time and from time to time, without the consent of the Council, any Co-Owner, any easement grantee, or any Mortgagee, if, in Declarant's opinion, based on advice of legal counsel, such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, to make, purchase, insure or guarantee Mortgage loans on the Units; (iv) to satisfy the requirements of any local, state or federal governmental agency; (v) to correct any scrivener's error , or (vi) to clarify any provision of this Master Deed or eliminate any conflict between provisions of this Master Deed.. However, any such amendment shall not increase the Percentage Interest of any Unit unless the affected Owner shall consent in writing.

Section 16.3 Effective Date of Amendment. No amendment shall be effective until recorded in the Charleston County RMC Office; provided, however, that a recorded amendment may define an earlier date at which the amendment became applicable.

Section 16.4 System of Administration of Council of Co-Owners. The system of administration adopted by the By-Laws may be modified at anytime by the vote of the Co-Owners representing two-thirds of all the Percentage Interests, but such modification shall not be operative until recorded in the Charleston County RMC Office.

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ARTICLE XVII: POWER OF ATTORNEY TO BOARD OF DIRECTORS

Section 17.1 Power of Attorney to Board of Directors. Each Co-Owner by the acceptance of a deed or by the exercise of any incident of ownership, grants to the Persons who shall, from time to time, constitute the Board of Directors an irrevocable power of attorney, coupled with an interest, to (a) acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same or which may be the subject of foreclosure or judicial sale, in the name of the Board of Directors or its designees on behalf of the Council of Co-Owners; (b) convey, sell, lease, mortgage or otherwise deal with any such Unit so acquired; or (c) execute any act on behalf of the Council of Co-Owners that the Board of Directors may reasonably determine is appropriate in order to implement the provisions of this Master Deed or the Bylaws.

ARTICLE XVIII: PERSONS AND UNITS AFFECTED

Section 18.1 Persons and Units Affected. All present and future Co-Owners, tenants, Mortgagees and occupants of Units shall be subject to and shall comply with the provisions of the Condominium Instruments as they now exist and as they may be amended from time to time. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit shall constitute agreement that the provisions of such Condominium Instruments are fully accepted and ratified by such Co-Owner, tenant, Mortgagee or occupant, and all such provisions shall be deemed and taken to be covenants running with the Unit and shall bind any Persons having at any time any interest or estate in such Unit as though the provisions of this Section had been recited and stipulated at length in each and every deed, conveyance or lease thereof.

ARTICLE XIX: TERMINATION

Section 19.1 Termination of Submission to Act. The Co-Owners may remove the Property from the provisions of the Act and of the Condominium Instruments, by an instrument to that effect, recorded and containing the signatures of one hundred percent (100%) of the Co-Owners, provided that either (a) one hundred percent (100%) of the holders of all recorded liens affecting any of the Units

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consent thereto by recorded instruments, or (b) the recorded liens shall be transferred to an undivided interest in the Property, which shall remain subject to such recorded liens.

Section 19.2 Ownership After Termination. Upon the removal of the Property from the provisions of the Act and the Condominium Instruments, the Co-Owners shall be deemed to own the Property as tenants in common, with undivided interests in the same percentages as the Percentage Interests previously owned by each in the Common Elements.

Section 19.3 Re-submission to Act. The removal provided for in this Article shall not bar the subsequent re-submission of the Property to the provisions of the Act.

ARTICLE XX: BOUNDARIES; EASEMENTS FOR ENCROACHMENT

Section 20.1 Boundaries. The existing physical boundaries, as defined in the Condominium Instruments, of any Unit or Common Element now existing or as reconstructed in substantial conformity with the plot plans shall be conclusively presumed to be its boundaries, regardless of the shifting, settlement, or lateral movement of any dock, bulkhead or piling and regardless of minor variations between the physical boundaries as described in this Master Deed or shown on the condominium plan and the existing physical boundaries of any such Unit or Common Element. This presumption applies only to encroachments within the Regime. (Also see Section 7.4, Disputes Regarding Status of Common Elements.)

Section 20.2 Encroachments. If any portion of the Common Elements encroaches on any Unit or if any portion of a Unit encroaches on any Common Elements, as a result of the duly authorized repair of the Unit or Common Element, a valid easement for the encroachment and for the maintenance of the same shall exist. The purpose of this Section is to protect the Co-Owners, except in cases of willful and intentional misconduct by them or their agents or employees, and not to relieve any contractor, subcontractor, or materialmen of any liability which any of them may have by reason of any failure to adhere substantially to the plot plans.

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Section 20.3 Easement to Council of Co-Owners. There shall be, and Declarant does hereby grant, a general easement in favor of the Council of Co-Owners upon, across, above, and under all of the Property and improvements submitted herein, and expressly including the Units, for ingress, egress, installation, replacing, repairing, and maintaining the Common Elements, and in general for dredging, access, repair, maintenance, ingress and egress, and any other purposes reasonably related to the purposes, rights and duties of the Council of Co-Owners. By virtue of this easement, the Council of Co-Owners shall be expressly permitted to erect and maintain any necessary equipment on the Common Elements and to affix and maintain wires, conduits, cables and the like on, above, across, under and through improvements in the Property, including the Dock System and the Units. Should any person furnishing any service covered by this section request a specific easement by separate recordable documents, the Council of Co-Owners shall have the right to grant such easement under the terms hereof.

Section 20.4 Destruction. If any part of the Regime is destroyed partially or totally as a result of fire, hurricane, storm or other casualty, or as a result of condemnation or eminent domain proceedings, and then is reconstructed, encroachment of any Unit on any Common Element, due to such reconstruction, shall be permitted and valid easements for such encroachments and the maintenance of them shall exist so long as the Unit exists.

ARTICLE XXI: NO SEVERANCE OF OWNERSHIP

Section 21. 1 Conveyance of Appurtenant Interests. No Co-Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Unit without including the Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any such deed, mortgage or other Instrument purporting to affect one or more such interest, without including all such interests, shall be deemed to include the interest or interests so omitted, even though the latter shall not be expressly described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant.

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ARTICLE XXII: CONDEMNATION

Section 22.1 Common Elements. If any part of the Regime shall be taken or condemned by any authority having the power of eminent domain, such that no Unit or Common Element appurtenant thereto is taken, all compensation and damages for and account of the taking, exclusive of compensation for consequential damages to certain affected Units, shall be payable to the Council of Co-Owners or a Trustee, either as trustee for all Co-Owners and Mortgagees according to the loss or damages to their respective interests. The Board of Directors shall have the right to act on behalf of the Co-Owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common Elements, without limitation on the right of the Co-Owners to represent their own interests. Such proceeds shall be used in accordance with the provisions of the By-Laws. Nothing herein is to prevent Co-Owners whose Units are specifically affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for damages relating to loss of value of the affected Units, or personal improvements therein, exclusive of damages relating to Common Elements. In the event that the condemnation award does not allocate consequential damages to specific Co-Owners, but by its terms includes an award for reduction in value of Units without such allocation, the award shall be divided between the affected Co-Owners and the Council of Co-Owners or Trustee in the same proportion as their interests may appear.

Section 22.2 Units. If part or all of the Regime shall be taken or condemned by an authority having the power of eminent domain, such that any Unit or a part thereof is taken, the Board of Directors shall have the right to act on behalf of the Co-Owners with respect to the Common Elements as in Section 22.1 hereinabove, and the proceeds shall be payable as outlined therein. The Co-Owners directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Units. The awards so made shall be distributed through the Board of Directors or Trustee first to restore the Units and the Common Elements substantially in the same manner as existed prior to the taking or condemnation, to the extent feasible. After such restoration, any excess award, less any related expenses or costs incurred by the Council of Co-owners and any reasonable reserves for such related expenses or costs, shall

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be distributed in accordance with respective Percentage Interests of the Co-Owners. If the Board of Directors determines that such a taking so removes Units that such Units cannot effectively be restored or replaced substantially in the same manner as existed prior to the taking or condemnation, and the Board of Directors recommends an alternative plan that is approved by a Majority of Co-Owners, then such alternative plan shall be implemented. If the Board of Directors does not recommend an alternative plan or a alternative plan recommended by the Board of Directors is not approved by a Majority of Co-Owners, then the Council of Co-Owners shall submit the issue to binding arbitration in accordance with the Rules of the American Arbitration Council of Co-Owners for a determination with respect to the continued existence or reform of the Regime and the division of the award.

ARTICLE XXIII: INSURANCE

Section 23.1 Insurance Coverage. If such insurance is available at reasonable cost, in the sole opinion of the Board of Directors, the Council of Co-Owners shall endeavor to obtain insurance coverage, in such amounts and with such deductibles as it shall reasonably determine, for the Property (including the Units), other property of the Council of Co-Owners, and the activities of the Council of Co-Owners, to cover the insurable interests of the Owners, the Council of Co-Owners and their Mortgagees therein, and the directors, officers employees and agents, if any, of the Council of Co-Owners. Such coverage shall exclude personal property of an Owner, but the Council of Co-Owners may provide information to Owners regarding coverage that is available for such personal property. The insurance coverage that the Council of Co-Owners shall endeavor to obtain shall include:

(i) loss or damage by fire, flood, earthquake or other casualty covered by standard extended coverage policies, based upon current replacement cost; provided, however, that flood coverage may be limited to that available under applicable federal law;

(ii) risks to the Property, such as vandalism, theft and malicious mischief;

(iii) comprehensive general public liability and, if applicable, automobile liability coverage, covering losses or damages resulting from accident or occurrences on or about the Property;

(iv) any coverage mandated by law or regulation, including, without limitation, worker's compensation coverage;

(v) fidelity insurance covering any person having access to or control over any substantial funds of the Council of Co-Owners;

(vi) officers and directors, providing coverage against claims brought against the Board of Directors or any administrator or officers of the Council of Co-Owners acting in such capacity; and for

(vii) such other insurance as the Council of Co-Owners shall determine to be reasonable and desirable from time to time.

23.2 OTHER INSURANCE CRITERIA

The insurance coverage obtained by the Council of Co-Owners shall, if feasible, provide that:

(i) the interest of the insured parties shall not be invalidated by any act or neglect of any Owner or any officer or member of the Board of Directors of the Council of Co-Owners;

(ii) the coverage shall not be terminated for non-payment of premiums without at least thirty (30) days' prior written notice to the Council of Co-Owners;

(iii) subrogation shall be waived by the insurer with respect to the Council of Co-Owners and its Board of Directors, employees and agents, and with respect to Owners, members of their families or household, and Mortgagees;

(iv) each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in

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the Common Elements or membership in the Council of Co-Owners; and

23.3 COLLECTION OF PREMIUMS FOR INSURANCE

Because consistent insurance coverage for Units is essential as a result of their structural relationship and problems could ensue for other Owners and the Council of Co-Owners if an Owner failed to properly insure the Owner's Unit, insurance premiums and deductibles for the coverage set forth in Section 23.1 shall be a Common Expense of the Council of Co-Owners, except as set forth below. If an insurer requires that coverage for the property value of a Unit shall be in the name of the Council of Co-Owners, rather than in the name of individual Owners, then premiums for such coverage shall (a) be allocated among Units in the same manner as the insurer determines to be reasonably allocable to each Unit and (b) be collected as a Specific Assessment against the applicable Unit. If the insurer does not allocate such premiums by Unit, the premiums shall (a) be allocated among Units based on each Unit's Percentage Interest and (b) be collected as part of the Regular Assessments or as a Special Assessment, as the Board of Directors shall determine.

23.4 INSURANCE TRUSTEE

The Board of Directors may, at its discretion, retain any bank, trust company or South Carolina attorney or law firm, certified public accountant, or other Person authorized by law to act as trustee, agent or depository (the "Insurance Trustee") on behalf of the Council of Co-Owners for the purpose of receiving or distributing any insurance proceeds. If so, the Board of Directors may delegate to the Insurance Trustee any powers or duties of the Council of Co-Owners set forth in this Section 23. The Insurance Trustee shall not be liable for payment of premiums, the renewal or sufficiency of the policies, or failure to collect any insurance proceeds. The fees and reasonable expenses of the Insurance Trustee shall be a Common Expense.

23.5 USE OF PROCEEDS IF ONLY UNITS DAMAGED

If a loss occurs only to a Unit, without any loss to Common Elements, the Owner and any Mortgagee of such Unit shall use the proceeds of any insurance of the Council of Co-Owners to effect necessary repairs to the Unit. The Owner shall obtain estimates and/or bids for the cost of repairing and reconstructing the damaged

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Unit. The Owner shall provide adequate information to the Council of Co-Owners to confirm the cost of repairing and reconstructing the damaged Unit, the existence of a valid contract to repair and reconstruct the damaged Unit, and that the insurance proceeds are sufficient to pay for the same. The Council of Co-Owners shall disburse the net insurance proceeds received because of the loss directly to the Owner of the damaged Unit(s) pursuant to such procedures as the Council of Co-Owners shall reasonably determine. Because of the problems that could ensue for other Owners and the Council of Co-Owners if an Owner failed to properly repair or reconstruct the Owner's Unit, if the insurance proceeds are insufficient to pay the cost of the repair and reconstruction of the damaged Unit, the additional cost to repair and reconstruction the Unit shall be deemed a Common Expense. (See Section 27-31-250(B) of the SC Code of Laws).

23.6 USE OF PROCEEDS IF ONLY COMMON ELEMENTS DAMAGED

If loss occurs only to Common Elements, the Board of Directors or Insurance Trustee shall obtain estimates and/or bids for the cost of repairing and reconstructing the damaged Property and determine whether insurance proceeds are sufficient to pay for the same. If the insurance proceeds are insufficient to pay the cost of repair and reconstruction, the additional cost of repair and reconstruction shall be deemed a Common Expense. (See Section 27-31-250(B) of the SC Code of Laws). The Council of Co-Owners shall then promptly contract for the necessary repairs or reconstruction to the Common Elements.

23.7 USE OF PROCEEDS IF BOTH UNITS AND COMMON ELEMENTS DAMAGED

Because of the administrative and construction coordination complications that can occur if a loss occurs to one or more Units and to Common Elements, the Board of Directors may determine that all insurance proceeds received as a result of such loss shall be delivered to the Council of Co-Owners or Insurance Trustee. The Council of Co-Owners or Insurance Trustee shall obtain estimates and/or bids for the cost of rebuilding and reconstructing the damaged Property and determine whether insurance proceeds are sufficient to pay for the same. If the insurance proceeds are insufficient to pay the cost of the repair and reconstruction, the

additional cost of repair and reconstruction shall be deemed a Common Expense. The Council of Co-Owners shall then promptly contract for the necessary repairs and reconstruction of the Common Elements and the damaged Units.

23.8 USE OF EXCESS PROCEEDS

If funds of the Council of Co-Owners remain after completion of repairs and reconstruction, payment of any Insurance Trustee's fees and other fees or costs, and creation of such related reserves as the Board of Directors shall determine is reasonable, such funds shall be distributed to the Unit Owners in proportion to their Percentage Interests.

23.9 CONTRACT ADMINISTRATION DURING RECONSTRUCTION

The Board of Directors, Insurance Trustee and Unit Owners shall endeavor to require all contractors, suppliers and providers of services during repair and reconstruction to deliver waivers of mechanics liens on the Property and execute any affidavit required by law or reasonably required by any insurer or the Council of Co-Owners.

23.10 RIGHTS OF MORTGAGEES REGARDING INSURANCE

No Mortgagee shall have any right to participate in the determination of whether any portion of the Property is to be rebuilt, nor shall any Mortgagee have the right to require that insurance proceeds be used to repay its loan, except in accordance with this Section 23.

ARTICLE XXIV: MORTGAGEES

Section 24.1 Rights of Mortgagees. Notwithstanding anything contained in the Condominium Instruments to the contrary, any right of first Refusal granted to the Council of Co-Owners shall not impair the rights of a Mortgagee of any Unit to (i) foreclose or take title to a Unit pursuant to the remedies provided in the mortgage on the Unit; or (ii) accept a deed in lieu of foreclosure in the event of default by a mortgagor; or (iii) sell or lease a Unit acquired by the Mortgagee; but, in all cases, subject to the provisions of this Master Deed.

Section 24.2 Assessments Incurred Prior to Title. Any first

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Mortgagee obtaining title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid Assessments which accrue prior to the acquisition of title to such Unit by the Mortgagee.

Section 24.3 Notices for Mortgagees.

24.3.1 Mortgagee Contact Information. A Mortgagee may provide to the Council of Co-Owners from time-to-time, in writing, current information regarding its mortgage interest in any Unit. Such information shall include the Unit number and address; the name of Owner(s) of the Unit; the name, and address, telephone and facsimile number of the Mortgagee and the name of a contact person or persons for the Mortgagee. If the interest of the Mortgagee is terminated or the interest of the Mortgagee is lawfully assigned to another entity, the Mortgagee shall promptly notify the Council of Co-Owners of such termination or assignment, including comparable information regarding any assignee of its interest. If any request for approval or consent is sent by certified or registered mail to a Mortgagee at its address of record by the Council of Co-Owners, the Declarant, or their authorized agent, and no responsive written answer is received from the Mortgagee within fourteen (14) calendar days of such notice, then the approval or consent requested shall be deemed to have been given by the Mortgagee.

24.3.2 Notices to Mortgagees. In addition to any other notices required by law or this Master Deed to be given by the Council of Co-Owners to a first Mortgagee, a first Mortgagee that has provided to the Council of Co-Owners the information required by Section 24.3.1, above, shall have the right to written notice by the Council of Co-Owners of the following:

(a) any condemnation or material casualty loss that adversely and materially affects the Unit securing the mortgage of such Mortgagee;

(b) any default by the Owner of the Unit securing the mortgage of such Mortgagee on an obligation of such Owner provided for in this Master Deed which default is not cured within thirty (30) days after notice of such default has been given to such Owner;

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(c) a lapse, cancellation or material modification of any insurance policy maintained by the Council of Co-Owners relating to the Unit securing the mortgage of such Mortgagee;

(d) any proposed action that requires the consent or approval of a specified percentage of Mortgagees; and

(e) any amendment to the Master Deed that could reasonably have a material adverse impact on the rights of the Mortgagee.

ARTICLE XXV: MISCELLANEOUS

Section 25.1 Captions and Gender. The captions contained in the Condominium Instruments are inserted only as a matter of convenience and for reference, and in no way describe the scope or intent of the Condominium Instruments. The use of the masculine gender shall be deemed to refer to the feminine and neuter gender and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Section 25.2 Waiver. Unless otherwise expressly provided in writing by the waiving Person, no provision contained in the Condominium Instruments shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 25.3 Invalidity. The invalidity of any provision of the Condominium Instruments shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder.

Section 25.4 Conflict. In the event of any conflict between the Condominium Instruments and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Master Deed and any other Condominium Instrument, this Master Deed shall control.

Section 25.5 Conditional Rights. All rights of a Co-Owner in and to his Unit and/or his Percentage Interest in the Common Elements are subject to restrictions imposed by local, state or federal entities with jurisdiction. By acceptance of a deed to a Unit, a Co-Owner acknowledges the obligation of such Co-Owner to conform his use of the Unit to the restrictions imposed on it by any local,

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state or federal entity with jurisdiction.

Section 25.6 Covenants Running With the Land. All provisions of this Master Deed shall be construed to be covenants running with the land, and with every part thereof and interest therein, including, but not limited to, every Unit and the appurtenances thereto; and each and every provision of this Master Deed shall bind and inure to the benefit of the Declarant and all Owners and claimants of the Regime or any part thereof or interest therein, and their heirs, personal representatives, successors and assigns.

Section 25.7 Enforcement.

25.7.1 Legal Action for Enforcement. Each Owner will comply strictly with the By-Laws and with the Rules and Regulations of the Council, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Master Deed and in the deed to his Unit. Failure to comply with any of the same will be grounds for an action to recover sums due, for damages or injunctive relief, or for all three, maintainable by the Board of Directors on behalf of the Council or by any aggrieved Owner. In addition, the rights of any Owner or lessee of an Owner, their families, invitees or guests to use and to enjoy the Common Area may be suspended by the Board of Directors for continued violation of the Rules and Regulations. Failure by the Council or any Owner to enforce any of the foregoing will in no event be deemed a waiver of the right to do so thereafter.

25.7.2 Other Enforcement Remedies. In addition to the remedies set forth in the preceding section, upon the violation of this Master Deed, the By-Laws, or any Rules and Regulations duly adopted hereunder, including, without limitation, the failure to timely pay any Assessments, the Board will have the power:

(i) to impose reasonable monetary fines which will constitute an equitable charge and a continuing lien as a specific Assessment,
(ii) to suspend an Owner-Member's right to vote in the Council, or
(iii) to suspend an Owner's or Occupant's right to use any of the Common Areas.

The Board will have the power to impose all or any combination of these sanctions, and may establish each day a violation remains

uncured as a separate violation for which a fine is due; provided, however, an Owner's access to his Unit will not be terminated hereunder. An Owner or Occupant will be subject to the foregoing sanctions in the event of such a violation by such Owner or Occupant. Any such suspension of rights may be for (i) the duration of the infraction and (ii) an additional period thereafter, not to exceed thirty (30) days.

Section 25.8 Notice Procedure. Whenever notice is required or permitted under the terms of this Master Deed, it shall be in writing and (a) personally delivered or (b) sent postage or delivery charges prepaid either (i) by United States mail, certified, return receipt requested, in which case notice shall be deemed to occur on the certified date of delivery or rejection of delivery or (ii) if within the United States, by First Class or Priority United States mail, in which case notice shall be deemed to occur four (4) calendar days after date of postmark, or (iii) by any dependable delivery service that provides evidence of delivery, in which case notice shall be deemed to occur on the certified date of delivery. Notices by other methods, such as facsimile or e-mail transmission, shall be valid if the recipient thereof acknowledges receipt in writing.

Section 25.9 Addresses for Notices. All notices to Owners shall be delivered or sent to such address as has been provided , in writing, from time to time, by the Owner to the Council of Co-Owners, or if no address has been so provided to the Council of Co-Owners or no current address is known, then at the address of the Owner of the Unit on the property tax records of Charleston County, South Carolina or at any other address that would constitute a valid address for service of process. Where a Unit is owned by more than one Person, notice to any of such Persons shall constitute notice to all Owners.

All notices to Declarant shall be delivered to:

Marina at Mariner's Cay, LLC
c/o Gary C. Benjamin
P. O. Box 51307
Piedmont, SC 29673

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or to such other address as has been provided, in writing, from time to time, by the Declarant to the Council of Co-Owners.

All notices to the Council of Co-Owners shall be delivered at:

Mariner's Cay Council of Co-Owners, Inc.

Mariner's Cay Marina Ship's Store
3 Mariner's Cay Drive
Folly Beach, SC 29439

or to such other address as has been provided, in writing, from time to time, by the Council of Co-Owners.

All notices to Mortgagees shall be delivered or sent to such address as has been provided, in writing, from time to time, to the Council of Co-Owners pursuant to Section 24.3.1, above, or to any other address that would constitute a valid address for service of process.

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IN WITNESS WHEREOF, **MARINA AT MARINER'S CAY, LLC,** the Declarant has executed these presents this 28th day of February, 2007.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

"DECLARANT"
MARINA AT MARINER'S CAY, LLC

By: G. Peter Manos
A Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing document was acknowledged before me this 28th day of February, 2007, by Declarant, Marina at Mariner's Cay, LLC, by and through its member, G. Peter Manos.

(SEAL)

Print Name: Donald A. Furtado
Notary Public for South Carolina
My Commission Expires: 12 Sept. 2011

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EXHIBIT "A"

LEGAL DESCRIPTION

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EXHIBIT "A"
LEGAL DESCRIPTION

ALL that certain exclusive alienable Easement to perpetuity, to that piece, parcel or lot of land, with the buildings, improvements and facilities thereon, situate and lying on the North side of the Folly River in **MARINER'S CAY DEVELOPMENT** shown and designated as **"SHIPS STORE"** as shown and delineated on certain plat entitled, **"COMPOSITE DRAWING MARINER'S CAY",** prepared by Gifford, Nielson and Williams dated June 2, 1983, and recorded in the Office of the RMC for Charleston County in Plat Book AX at page 114 on June 3, 1983. (Book U-131, Page 114), which said Plat is made a part and parcel hereof by reference thereto.

THE SAID EASEMENT in perpetuity was established by the Master Deed for **MARINER'S CAY RACQUET AND YACHT CLUB**, a South Carolina Horizontal Property Regime dated May 11, 1982 and recorded in the Office of the RMC for Charleston County in Book J-128 at page 300 on May 12, 1982; as amended. The Easement was set up by Article X, Section 4(e) and was amended by instrument granted by Mariner's Cay Racquet and Yacht Club Homeowners Association, Inc. by instrument dated April 22, 1983 and recorded in the Office of th RMC for Charleston County in Book J-131 at page 13 on April 25, 198, and more accurately described as follows, to wit:

BEGINNING at a point of land, the northeast corner of which shall be located 18.02 feet North 83o 44'58" West of the Northwest corner of Building 3 (the point of beginning) and which "Ships Store" is described as 0.229 acres as described on a plat prepared by F. Steven Johnson, SCRLS, on April 7, 2000 as recorded in Plat Book EF at Page 515. See Deed Book Y402 at Page 125.

TOGETHER with a perpetual, non-exclusive, common and transferrable commercial easement appendant and appurtenant to the aforesaid property described as **"SHIP STORE"** upon and through all those certain roads, ways, and parking areas between the aforesaid Ship Store and Folly Road, all as will more fully appear by reference to the aforesaid Plat of Gifford, Nielson and Williams and Article X and Exhibit F of the Master Deed for Mariner's Cay Racquet and Yacht Club recorded in the Office of the RMC for Charleston County in Book J-128 at page 300, which items are made a part and parcel hereof by reference thereto. The said Easement shall be used by the Mortgagor herein, its Successors and Assigns, and other persons having lawful use of said roads, ways, and parking areas. Said Easement shall commence at the right of way of Folly Road and terminate upon the property herein described. The said Easement is essentially necessary to the commercial enjoyment and use of the premises and is to run with the land. The Easement is more accurately and particularly described by reference to the Master Deed dated May 11, 1982 in Book J-128, Page 300 as aforesaid under Article X, Section 4 (a) as follows:

"An alienable easement in perpetuity, for unlimited ingress and egress over, across and upon the interior streets, roadways, sidewalks, walkways, and parking lots to the Marina and Associated Facilities, said easement shall be for the benefit of the Mortgagor, its Successors and Assigns, the lessees of marina slip spaces and their respective agents, licensees, invitees and for customers of the Ship's Store.

A perpetual non-exclusive common commercial and transferrable Easement appendant and appurtenant to the aforesaid parcel, over, upon and through that certain road, way and parking facilities extending from the parking area just North of the said Ship Store parcel and extending in a southerly direction to the Folly River and the piers, docking and other marine structures known as Mariner's Cay "Marina and Associated Facilities." The said Easement shall be used by the Mortgagor herein, its Successors and Assigns in common with other persons lawfully using said road, way and parking facilities. The said Easement shall commence at the parking area just north of the Ship Store and terminate upon the most southerly portion of the marina facilities. The said Easement is essentially necessary to the commercial enjoyment and use of the premises and is to run with the land.

The use of said Easement shall include, but is not limited to, right of ingress and egress and parking of the Mortgagor, its Successors and Assigns, customers, tradesmen, repairmen and suppliers, and such other uses that are necessary and convenient to the use of the said Ship Store and Marina facilities. This Easement is more accurately and particularly described by reference to the Master Deed dated May 11, 1982 and recorded May 12, 1982 in Book J-128, Page 300 as aforesaid under Article X, Section 4 (b) as follows:

"An alienable easement in perpetuity along, across, over, through and adjacent to the Horizontal Property Regime; as shown on Exhibit "F" attached to the Master Deed, in order to allow the Mortgagor, its Successors and Assigns, the right and privilege to attach, affix and maintain the docking and structure constituting the Marina facilities to the Horizontal Property Regime in such space, size, shape, width and depth as Mortgagor in its sole discretion deems necessary to sufficiently moor and maintain the marina to the Horizontal Property Regime, together with (c) an alienable easement in perpetuity, for ingress and egress, in addition to those herein above reserved, to the "Boat Ramp" shown on Exhibit "F" as aforesaid, such easement is for the benefit of the Grantee, its Successors and Assigns, marina slip lessees, and invitees, guest and licensees of the foregoing so that such users may have access to said boat ramp and the adjacent marina and waterways, together with (d) and alienable easement in perpetuity for such parking spaces as might be necessary for the operation of the Marina.

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-AND ALSO-

ALL right, title and interest in and to any and all real property rights, permits, licenses, structures, fixtures, facilities, and other associated items comprising the facilities known as **"MARINA AND ASSOCIATED FACILITIES" of MARINER'S CAY RACQUET AND YACHT CLUB** located on the Northern banks of the Folly River to the West of Folly Road between the said Folly Road and Stono River, in the County of Charleston, State aforesaid, all as is more fully shown on a plat made by Sigma Engineers, Inc., entitled **"PLAT OF PHASE I, MARINER'S CAY RACQUET AND YACHT CLUB - LITTLE OAK ISLAND"** recorded as Exhibit "F" of the Master Deed for Mariner's Cay Racquet and Yacht Club recorded in the Office of the RMC for Charleston County in Book J-128 at page 300, which said Master Deed and plat are made a part and parcel hereof by reference thereto.

The within conveyance is intended to and does convey by way of conveyance any and all items of real or personal property used in connection with the said marina, including but not limited to the piers, walkways, floating docks, pilings, fuel tanks, pumps, mooring facilities, permits, licenses, tools and appliances used in connection with the said Marina and Associated Facilities.

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EXHIBIT "B"

SITE AND DOCK PLANS AND ENGINEER'S OR ARCHITECTS CERTIFICATION

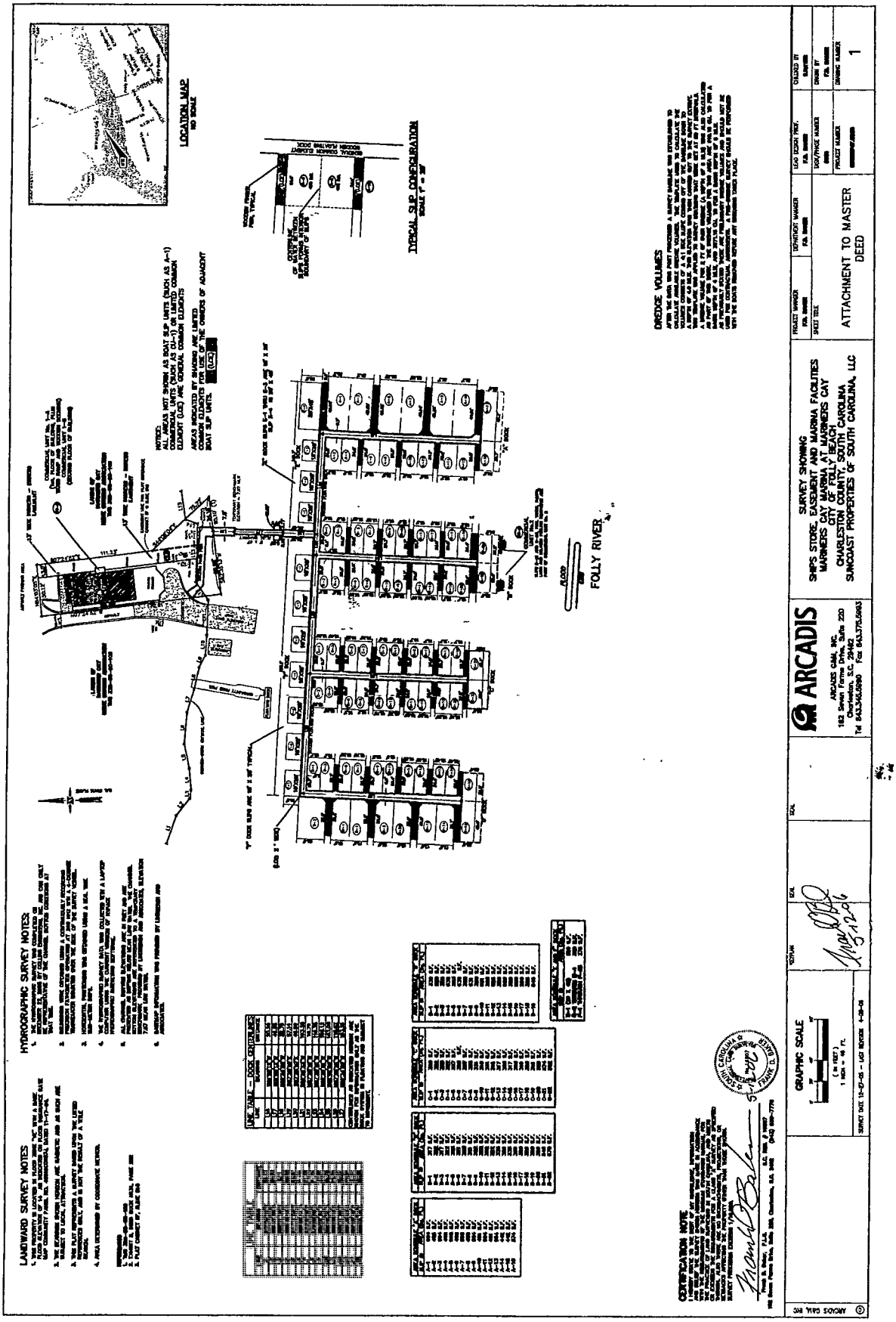

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EXHIBIT "C"

ACCESS / UTILITY EASEMENT

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EXHIBIT "C"

ANY AND ALL DISPUTES BY THE PARTIES PURSUANT TO THIS AGREEMENT SHALL BE RESOLVED IN ACCORDANCE WITH THE RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION AS PROVIDED HEREIN.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACCESS/UTILITY EASEMENT

THIS ACCESS/UTILITY EASEMENT is executed by Suncoast Properties of South Carolina, LLC (the "Declarant"), in favor of Mariner's Cay Marina Council of Co-Owners, Inc. (the "Council of Co-Owners"), on this _____ day of May, 2006.

WHEREAS, on this date, the Declarant has subjected certain real and personal property (the "Regime Property") to the terms and provisions of a Master Deed (the "Master Deed") entitled "MASTER DEED FOR MARINER'S CAY MARINA HORIZONTAL PROPERTY REGIME," a copy of which is recorded herewith in the RMC Office for Charleston County; and

WHEREAS, the Declarant is obligated pursuant to the terms and provisions of the Master Deed to grant to the Council of Co-Owners and the owners of Dock Units a non-exclusive easement in perpetuity across and upon certain real property to be designated in order to provide a legal means of ingress and egress from the Regime Property to a public highway and also a legal means of providing utilities to the Regime Property, and the Declarant is desirous of executing and delivering the within Easement to the Council of Co-Owners and the owners of Dock Units in order to discharge this referenced obligation pursuant to the Master Deed.

NOW THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the Declarant hereby grants unto the Council of Co-Owners, its successors and assigns, the non-exclusive, appendant, appurtenant, commercial, transferable easements in perpetuity (collectively, the "Easements") designated along the Two Story Frame Wood Frame Structure on Timber Piles, known as the Ship's Store. A non-exclusive right and easement over and across the a corridor to gain access to the Docks is reserved across the Commercial Unit. This non-exclusive easement is shown on Exhibit "B" and described and shown as an Asphalt Walkway continued thereon along the Concrete Pad allowing access to Wooden Fixed Pier shown as the Aluminum Gangway. and by reference made a part hereof (the "Burdened Property"). The Council of Co-Owners and owners of Dock Units shall also have a general non-exclusive appendant, appurtenant, commercial, transferable easement in perpetuity over and across the property more particularly shown and described on Exhibit "B" and described hereinabove attached to the Master Deed and by reference made a part hereof, for the purpose of access, ingress and egress to and from the Regime Property for the benefit of all owners of Dock Units in the Sunset Cay Marina Horizontal Property Regime, and their heirs, successors, assigns, guests and invitees.

Declarant also grants unto the Council of Co-Owners an exclusive, appendant, appurtenant,

commercial, transferable easement for the purpose of attaching the dock system to the highland portions of Asphalt Parking Area as shown on Exhibit "A" attached to the Master Deed, and Declarant further assigns to the Council of Co-Owners its riparian rights at the point at which the dock system is attached to the highland of the Asphalt Parking Area.

The Declarant does hereby covenant that it is lawfully seized and possessed of the fee simple title to the Burdened Property and that it has a good and lawful right to convey the Easement thereon, and it does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Easement unto the Council of Co-Owners, its successors and assigns, against it and its successors and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

If an unreconcilable dispute or claim arises between the Declarant or the Council of Co-Owners in regard to any matter associated herewith, then the dispute or claim shall be submitted to binding arbitration. The Declarant and the Council of Co-Owners shall designate one arbitrator and these two arbitrators shall select a third, and all disputes or claims shall be resolved by these three arbitrators in accordance with the rules and procedures of the American Arbitration Association and the laws of the State of South Carolina, unless other procedures or rules are agreed upon by the parties. Each party shall pay one-half of the fees and expenses of the arbitrators, unless the arbitrators shall find the dispute to be unreasonably founded, in which event the party fond to have acted unreasonably shall pay all of said fees and expenses.

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IN WITNESS WHEREOF, **MARINA AT MARINER'S CAY, LLC,** the Declarant, by and through its member, Lawrence E. McNair, Jr. has executed these presents to be executed this 11th day of May, 2006.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

"DECLARANT"
MARINA AT MARINER'S CAY, LLC

By: Lawrence E. McNair, Jr.
Its Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing document was acknowledged before me this 11th day of May, 2006, by Declarant, Marina at Mariner's Cay, LLC, by and through its member, Lawrence E. McNair, Jr.

Notary Public for South Carolina
My Commission Expires: 11/30/11

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EXHIBIT "D"
SCHEDULE OF BASIC VALUES AND PERCENTAGE INTERESTS

Unit No.	STAGE 1 - A THROUGH F Useable Moorage Length	Percentage Interest	Basic Value
Unit A-1	60'	1.0769%	1.0769
Unit A-2	35'	1.0769%	1.0769
Unit A-3	60'	1.0769%	1.0769
Unit A-4	35'	1.0769%	1.0769
Unit A-5	60'	1.0769%	1.0769
Unit A-6	35'	1.0769%	1.0769
Unit A-7	60'	1.0769%	1.0769
Unit A-8	35'	1.0769%	1.0769
Unit A-9	60'	1.0769%	1.0769
Unit A-10	35'	1.0769%	1.0769
Unit A-11	60'	1.0769%	1.0769
Unit A-12	35'	1.0769%	1.0769
Unit A-13	60'	1.0769%	1.0769
Unit A-14	35'	1.0769%	1.0769
Unit A-15	35'	1.0769%	1.0769
Unit A-16	35'	1.0769%	1.0769
Unit B-1	30'	1.0769%	1.0769
Unit B-2	30'	1.0769%	1.0769
Unit B-3	30'	1.0769%	1.0769
Unit B-4	30'	1.0769%	1.0769
Unit B-5	30'	1.0769%	1.0769

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EXHIBIT "D"
SCHEDULE OF BASIC VALUES AND PERCENTAGE INTERESTS

Unit No.	STAGE 1 - A THROUGH F Useable Moorage Length	Percentage Interest	Basic Value
Unit B-6	30'	1.0769%	1.0769
Unit B-7	30'	1.0769%	1.0769
Unit B-8	30'	1.0769%	1.0769
Unit B-9	30'	1.0769%	1.0769
Unit B-10	30'	1.0769%	1.0769
Unit B-11	30'	1.0769%	1.0769
Unit B-12	30'	1.0769%	1.0769
Unit B-13	30'	1.0769%	1.0769
Unit B-14	30'	1.0769%	1.0769
Unit B-15	30'	1.0769%	1.0769
Unit B-16	30'	1.0769%	1.0769
Unit B-17	30'	1.0769%	1.0769
Unit B-18	30'	1.0769%	1.0769
Unit B-19	30'	1.0769%	1.0769
Unit B-20	30'	1.0769%	1.0769
Unit B-21	35'	1.0769%	1.0769
Unit B-22	35'	1.0769%	1.0769
Unit C-1	30'	1.07690%	1.0769
Unit C-2	30'	1.0769%	1.0769
Unit C-3	30'	1.0769%	1.0769
Unit C-4	30'	1.0769%	1.0769
Unit C-5	30'	1.0769%	1.0769

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EXHIBIT "D"
SCHEDULE OF BASIC VALUES AND PERCENTAGE INTERESTS

Unit No.	STAGE 1 – A THROUGH F Useable Moorage Length	Percentage Interest	Basic Value
Unit C-6	30'	1.0769%	1.0769
Unit C-7	30'	1.0769%	1.0769
Unit C-8	30'	1.0769%	1.0769
Unit C-9	30'	1.0769%	1.0769
Unit C-10	30'	1.0769%	1.0769
Unit C-11	30'	1.0769%	1.0769
Unit C-12	30'	1.0769%	1.0769
Unit C-13	30'	1.0769%	1.0769
Unit C-14	30'	1.0769%	1.0769
Unit C-15	30'	1.0769%	1.0769
Unit C-16	30'	1.0769%	1.0769
Unit C-17	30'	1.0769%	1.0769
Unit C-18	30'	1.0769%	1.0769
Unit C-19	30'	1.0769%	1.0769
Unit C-20	30'	1.0769%	1.0769
Unit C-21	30'	1.0769%	1.0769
Unit C-22	30'	1.0769%	1.0769
Unit D-1	30'	1.0769%	1.0769
Unit D-2	50'	1.0769%	1.0769
Unit D-3	30'	1.0769%	1.0769
Unit D-4	50'	1.0769%	1.0769
Unit D-5	30'	1.0769%	1.0769

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EXHIBIT "D"
SCHEDULE OF BASIC VALUES AND PERCENTAGE INTERESTS

Unit No.	STAGE 1 - A THROUGH F Useable Moorage Length	Percentage Interest	Basic Value
Unit D-6	50'	1.0769%	1.0769
Unit D-7	30'	1.0769%	1.0769
Unit D-8	50'	1.0769%	1.0769
Unit D-9	30'	1.0769%	1.0769
Unit D-10	50'	1.0769%	1.0769
Unit D-11	30'	1.0769%	1.0769
Unit D-12	50'	1.0769%	1.0769
Unit D-13	30'	1.0769%	1.0769
Unit D-14	50'	1.0769%	1.0769
Unit D-15	30'	1.0769%	1.0769
Unit D-16	50'	1.0769%	1.0769
Unit D-17	30'	1.0769%	1.0769
Unit D-18	50'	1.0769%	1.0769
Unit D-19	30'	1.0769%	1.0769
Unit E-1	20.0'	1.0769%	1.0769
Unit E-2	20.0'	1.0769%	1.0769
Unit E-3	20.0'	1.0769%	1.0769
Unit E-4	60'	1.0769%	1.0769
Unit F-1	25.0'	1.0769%	1.0769
Unit F-2	25.0'	1.0769%	1.0769

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EXHIBIT "D"
SCHEDULE OF BASIC VALUES AND PERCENTAGE INTERESTS

Unit No.	STAGE 1 – A THROUGH F Useable Moorage Length	Percentage Interest	Basic Value
Unit F-3	25.0'	1.0769%	1.0769
Unit F-4	25.0'	1.0769%	1.0769
Unit F-5	25.0'	1.0769%	1.0769
Unit F-6	25.0'	1.0769%	1.0769
Unit F-7	25.0'	1.0769%	1.0769
Subtotal	Not applicable	**96.921%**	**96.921.00**
Commercial Unit 1-A	Not applicable	2.0021%	2.0021
Commercial Unit 1-B	Not applicable	1.0769%	1.0769
Commercial Unit 2	Not applicable	See Units B-21 & B-22	See Units B-21 & B-22
TOTAL	Not applicable	**100.00%**	**100.00**

Note: The Useable Moorage Length of two contiguous Boat Slip Units not separated by a Dock may be occupied by a single vessel.

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EXHIBIT "D"
SCHEDULE OF BASIC VALUES AND PERCENTAGE OWNERSHIP
IF STAGE 2 ADDED

If Stage 2 occurs on Added Property and is made subject to the Master Deed, Exhibit D shall be modified by one or more Supplements to this Master Deed to reflect the additional Units in Stage 2 as well as those Units already subject to this Master Deed. Therefore, to determine the Percentage Interest of Units after Stage 2, (a) determine the Basic Value of each Unit (as shown for Stage 1 Units in Exhibit D and for Stage 2 Units in the subsequent supplements to Exhibit D), (b) determine the cumulative Basic Values for all Units then subject to this Master Deed, (c) divide the Basic Value of each Unit by the cumulative Basic Value of all Units then subject to this Master Deed. The result in (c) is the Percentage Interest for such Unit. (The total of all such Percentage Interests must be 100%.)

An example of such a modification is set forth below:

In addition to the 90 Boat Slip Units and 3 Commercial Units in Stage 1, assume that Stage 2 consists of 10 additional Boat Slip Units (a cumulative total of 100 Boat Slip Units and 3 Commercial Units). The cumulative Basic Value of all Stage 1 Units was 100.00, with the Basic Value of one (1) Boat Slip Unit being 1.0769. If the Basic Value of each additional Stage 2 Boat Slip Unit is also 1.0769, the cumulative Basic Value of the 10 Stage 2 Boat Slip Units is 10.769. The cumulative Basic Value for both Stage 1 and Stage 2 Units is 110.769 (100.00, the cumulative Basic Value for Stage 1, plus 10.769)

To determine the new Percentage Interest for each Unit (both Boat Slip Units and Commercial Units), divide the Basic Value of each Unit by the cumulative Basic Value of all Units (110.769).

Example: The revised Percentage Interest for each Boat Slip Unit after Stage 2 would be 0.9722% (1.0769 divided by 110.769). (The revised Percentage Interest for Commercial Units 1A and 1B would be calculated in the same manner.)

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EXHIBIT "E"

MARINER'S CAY MARINA
HORIZONTAL PROPERTY REGIME
INITIAL ESTIMATED ANNUAL BUDGET
FOR COMMON ELEMENTS

EXHIBIT "E"

MARINER'S CAY MARINA HORIZONTAL PROPERTY REGIME
INITIAL ESTIMATED ANNUAL BUDGET FOR COMMON ELEMENTS

Yearly

1.	Insurance	$ 29,000.00
2.	Maintenance	$ 39,000.00
3.	Water and Electricity	$ 9,000.00
4	Pest Control	$ 350.00
5.	Reserves	$ 13,125.00
6.	Management	$ 25,000.00
7.	Legal and Accounting	$ 3,000.00
	TOTAL :	$118,475.00

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EXHIBIT "F"

ARTICLES OF INCORPORATION AND BY-LAWS OF THE MARINER'S CAY MARINA COUNCIL OF CO-OWNERS, INC.

Attach is a certified true copy of the Articles of Incorporation and Certificate of Existence

The State of South Carolina

BK X618PG680

Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

MARINER'S CAY MARINE COUNCIL OF CO-OWNERS, INC., a corporation duly organized under the laws of the State of South Carolina on May 2nd, 2006, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that it is subject to being dissolved by administrative action pursuant to section 33-14-210 of the South Carolina Code, and that the corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 5th day of May, 2006.

Mark Hammond

Mark Hammond, Secretary of State

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CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

BK X618PG681

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

MAY 02 2006

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to Section 33-31-202 of the South Carolina Code of Laws, as amended, the undersigned corporation submits the following information:

1. The name of the nonprofit corporation is Mariner's Cay Marina Council of Co-Owners, Inc.

2. The initial registered office of the nonprofit corporation is 125 Leader Drive (Street Address)

Piedmont	Anderson	South Carolina	29673
City	County	State	Zip Code

The name of the registered agent of the nonprofit corporation at that office is

Gary Benjamin
Print Name

I hereby consent to the appointment as registered agent of the corporation.

Gary Benjamin
Agent's Signature

3. 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.

4. Check "a" or "b", whichever is applicable:

a. ☑ This corporation will have members.

b ☐ This corporation will not have members.

5. The address of the principal office of the nonprofit corporation is

125 Leader Drive	Piedmont	Anderson	South Carolina	29673
Street Address	City	County	State	Zip Code

6. If this nonprofit corporation is either a public benefit or religious corporation (when box "a" or "b" of paragraph 3 is checked), complete either "a" or "b", whichever is applicable, to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation.

a. ☐ 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 distributed 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

060504-0141 FILED: 05/02/2006
MARINER'S CAY MARINE COUNCIL OF CO-OWNERS, INC.
Filing Fee: $25.00 ORIG
ROA 55[illegible]
Mark Hammond South Carolina Secretary of State

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exclusively for such purposes

BK X618PG682

b. ☐ Upon dissolution of the corporation, consistent with the law, the remaining assets of the corporation shall be distributed to

_____

7. If the corporation is a mutual benefit corporation (when box "c" of paragraph 3 is checked), complete either "a" or 'b", whichever is applicable, to describe how the (remaining) assets of the corporation will be distributed upon dissolution of the corporation.

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 the law, shall be distributed to

_____

8. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows (See 33-31-202(c) of the 1976 South Carolina Code of Laws, as amended, the applicable comments thereto, and the instructions to this form)
See Exhibit "A" attached hereto as Additional Provisions of Articles of Incorporation of Mariner's Cay Marina Council of Co-Owners, Inc.

9. The name and address of each incorporator is as follows (only one is required)

Name	Address	Zip Code
Gary Benjamin	125 Leader Drive, Piedmont, SC	29673

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

Name (Only if named in articles) _____ Signature of director

Name (Only if named in articles) _____ Signature of director

Name (Only if named in articles) _____ Signature of director

11. Each incorporator must sign the articles.

Signature of incorporator

Signature of incorporator

Signature of incorporator

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Mariner's Cay Marina Council of Co-Owners, Inc.

Name of Corporation

FILING INSTRUCTIONS

BK X618PG683

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.

2. 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.

3. This form must be accompanied by the filing fee of $25.00 payable to the "Secretary of State."

   Return to: Secretary of State
   P.O. Box 11350
   Columbia, SC 29211

4. If this organization is a Political Association it must also be accompanied by the First Annual Report of Corporations and an additional $25.00 fee is required.

NOTE

THE FILING OF THIS DOCUMENT DOES NOT, IN AND OF ITSELF, PROVIDE AN EXCLUSIVE RIGHT TO USE THIS CORPORATE NAME ON OR IN CONNECTION WITH ANY PRODUCT OR SERVICE. USE OF A NAME AS A TRADEMARK OR SERVICE MARK WILL REQUIRE FURTHER CLEARANCE AND REGISTRATION AND BE AFFECTED BY PRIOR USE OF THE MARK. FOR MORE INFORMATION, CONTACT THE TRADEMARKS DIVISION OF THE SECRETARY OF STATE'S OFFICE AT (803) 734-1728

Form Revised by South Carolina Secretary of State, January 2000

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EXHIBIT "A"

ADDITIONAL PROVISIONS OF ARTICLES OF INCORPORATION OF MARINER'S CAY MARINA COUNCIL OF CO-OWNERS. INC.

Article I. Definitions

All capitalized terms used herein which are not defined shall have the same meaning as set forth in that certain Master Deed of The Sunset Cay Marina Horizontal Property Regime, recorded, or to be recorded, in the public records, as it may be amended (the "Master Deed"), unless the context indicates otherwise.

Article II. Purposes

The purposes for which The Sunset Cay Marina Council of Co-Owners, Inc. (the "Council of Co-Owners") is formed are:

(a) to be and constitute the Council of Co-Owners to which reference is made in the Master Deed, to perform all obligations and duties of the Council of Co-Owners, and to exercise all rights and powers of the Council of Co-Owners, as specified in the Master Deed and the By-Laws, and as provided by law; and the interests of the Co-Owners;

(b) to provide an entity for the furtherance of the interests of the Co-Owners.

Article III. Powers

The powers of the Council of Co-Owners shall include and be governed by the following provisions:

(a) the Council of Co-Owners shall have all of the common law and statutory powers conferred upon nonprofit corporations under South Carolina law and all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, By-Laws, or the Master Deed, including without limitation, the power:

(i) to fix, collect, and enforce payment, by any lawful means, of assessments and other charges to be levied against the Units;

(ii) to manage, control, operate, maintain, repair, and improve the Regime and any other Property for which the Council of Co-Owners by rule, regulation, covenant, or contract has a right or duty to provide such services;

(iii) to enforce covenants, conditions, or restrictions affecting any Property to the extent the Council of Co-Owners may be authorized to do so under the Master Deed or By-Laws;

(iv) to engage in activities which will actively foster, promote, and advance the common interests of all owners of Units subject to the Master Deed;

(v) to buy or otherwise acquire, sell, dedicate for public use, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, own, hold, use, operate, grant easements, and otherwise deal in and with real and personal Property of all kinds and any right or interest therein for any purpose of the Council of Co-Owners, subject to such limitations as may be set forth in the Master Deed or By-Laws;

(vi) to borrow money for any purpose, subject to such limitations as may be set forth in the Master Deed or By-Laws;

(vii) to enter into, make, perform, and enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Council of Co-Owners, with or in association with any other association, corporation, or other entity or agency, public or private;

(viii) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firm, or individuals;

(ix) to adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Council of Co-Owners; provided, however, such By-Laws may not be inconsistent with or contrary to any provisions of the Master Deed; and

(x) to provide any and all services to the Regime as may be necessary or proper.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other rights and powers which may now or here after be permitted by law, The powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the term of any other paragraph of this Article.

(b) The Council of Co-Owners shall make no distributions of income to its members, directors, or officers.

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Article IV. Members

(a) The Council of Co-Owners shall be a membership corporation without certificates or shares of stock. Each Co-Owner shall be a member of the Council of Co-Owners and shall be entitled to vote in accordance with the term of the Master Deed and the By-Laws. The manner of exercising voting rights shall be as set forth in the Master Deed and in the By-Laws of the Council of Co-Owners.

(b) Change of membership in the Council of Co-Owners shall be established by recording in the public records a deed or other instrument establishing record title to real Property subject to the Master Deed, Upon such recordation, the owner designated by such instrument shall become a member of the Council of Co-Owners and the membership of the prior owner shall be terminated.

(c) The share of a Co-Owner in the privileges, rights and assets of the Council of Co-Owners cannot be assigned, hypothecated, or transferred in any manner, except as an appurenance of its Unit.

Article V. Dissolution

The Council of Co-Owners may be dissolved only upon a resolution duly adopted by the Board of Directors and the approval of Co-Owners holding at least two-thirds (2/3) of the votes in the Council of Co-Owners, or such higher percentage as may be required by the South Carolina Horizontal Property Act, South Carolina Code of Laws (1976), Section 27-31-10, et seq., as amended, and the written consent of the Declarant so long as the Declarant owns any Property subject to the Master Deed. Upon dissolution, the assets shall be distributed in accordance with the above Section 7(a) of these Articles.

Article VI. Directors and Officers

(a) The business and affairs of the Council of Co-Owners shall be conducted, managed, and controlled by a Board of Directors, Initially, the Board shall consist of three (3) directors.

(b) The method of election, removal, and filling of vacancies on the Board of Directors and the term of office of directors and officers shall be as set forth in the By-Laws.

(c) The Board may delegate its operating authority to such corporations, individuals, and committees as it, in its discretion, may determine.

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Article VII. By-Laws

The By-Laws of the Council of Co-Owners shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the By-Laws. The quorum requirements for meetings of Co-Owners and directors shall be set forth in the Master Deed and By-Laws.

Article VIII. Liability of Directors, Officers and Committee Members

To the fullest extent that South Carolina law, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, officers, and committee members, no director, officer or committee member of the Council of Co-Owners shall be personally liable to the Council of Co-Owners or its members for monetary damages for breach of duty of care or other duty as a director, officer or committee member. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director, officer or committee member for or with respect to any acts or omissions of such director, officer, or committee member occurring prior to such amendment or repeal.

Article IX. Indemnification

Every director, officer, committee member, employee or agent of the Council of Co-Owners shall be indemnified by the Council of Co-Owners to the fullest extent permitted by law against:

(a) reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether or not brought by or on behalf of the Council of Co-Owners, seeking to hold him liable by reason of the fact that he is or was acting in such capacity, and

(b) reasonable payments made by him in satisfaction of any judgment, money decree, fine, penalty, or settlement for which he may have become liable in any such action, suit or proceeding; and whether or not he continues to be such director, officer, or agent at the time of incurring or imposition of such costs, expenses or liabilities.

Notwithstanding the foregoing, no director, officer, committee member, employee or agent of the Council of Co-Owners shall be indemnified by the Council of Co-Owners for any criminal actions or self-dealing.

The Board of Directors shall, in accordance with the By-Laws, take all such action as may be necessary and appropriate to authorize the Council of Co-Owners to indemnify any director, officer, committee member, employee or agent, including, without limitation and to the extent necessary, making a good faith evaluation of the manner in which the claimant for indemnification acted and of the reasonable amount of indemnity due him

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Such right shall inure to the benefit of the legal representative of any such person and shall not be exclusive of any other rights to which such person may be entitled.

The Board of Directors shall have the power to purchase and maintain insurance on behalf of any director, officer, committee member, employee or agent against any liability which may be asserted against him, and which arises out of, his capacity as such

Article X. Amendments

(a) The Board of Directors may amend these Articles without Co-Owner approval for those specific purposes permitted under South Carolina law

(b) These Articles shall be amended, except as provided in (c) below, only by vote of Co-Owners owning seventy-five percent (75%) of the Units and only by and with the consent of Declarant, at any meeting of the Council of Co-Owners duly called for such purpose, following written notice to all Co-Owners, except that no such amendment shall change the rights reserved to Declarant, the boundaries of any Unit, the basic values of the Units and the undivided interest in the Common Elements appertaining thereto, the liability for Common Expenses appertaining to the Units, or rights to Common Profits appertaining thereto.

(c) At all times during the Declarant Control Period, the Declarant may unilaterally amend these Articles for any purpose. Thereafter, the Declarant may unilaterally amend these Articles at any time and from time to time if such amendment is necessary:

(i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination;
(ii) to enable any reputable title insurance company to issue title insurance coverage on the Units;
(iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, to make, purchase, insure or guarantee Mortgage loans on the Units; or
(iv) to satisfy the requirements of any local, state or federal governmental agency.

However, any such amendment shall not adversely affect the title to any Unit unless the owner of such Unit shall consent in writing

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EXHIBIT F: BYLAWS AND ARTICLES OF INCORPORATION OF OWNERS COUNCIL

BY-LAWS OF THE MARINER'S CAY MARINA COUNCIL OF CO-OWNERS, INC.

ARTICLE I

Name, Location and Membership

Section 1. Name. The organization's name is Mariner's Cay Marina Council of Co-Owners"), (the "Council of Co-Owners" or "Council"). Pursuant to the Master Deed of the Mariner's Cay Horizontal Property Regime, it constitutes a non-profit corporation acting on behalf of the Regime and consists of the Co-Owners of Units in the Regime, as defined by the Master Deed.

Section 2. Location. The principal office of the Council of Co-Owners shall initially be: c/o Mariner's Cay Marina Ship's Store, 3 Mariner's Cay Drive, Folly Beach, Charleston County, South Carolina, but the principal office of the Council may be modified by the Board of Directors (the "Board").

Section 3. Membership. Each record Owner of a fee interest in a Unit will be a Member of the Council of Co-Owners (excluding persons who hold such interest under a deed to secure a debt, mortgage or deed of trust). If the Owner is a corporation, partnership, limited liability company, trust, tenancy in common, joint tenancy, or similar entity or ownership arrangement, it is the entity or ownership arrangement which is the Member, and not each shareholder, partner, member, beneficiary or trustee, joint tenant or tenant in common, etc. who is a Member. In such event, the Owner shall identify in writing the individual or individuals (the "Representative") who has or have authority to act on behalf of the Member has authority to vote for such Member. In order to permit the efficient administration of the business and operations of the Association, the rights and authority of Members are limited to the extent set forth in the Master Deed or these Bylaws unless otherwise required by applicable law.

Section 4. Notice of Ownership. In order to confirm Membership, upon purchasing a Unit, the Owner of such Unit shall promptly furnish to the Council a legible copy of the instrument conveying ownership to the Owner (e.g. a recorded deed), which copy shall be maintained in the records of the Council. This provision shall not apply to the Declarant or any Owner of a Unit who purchases his Unit from the Declarant.

Section 5. Suspension of Membership and Voting Rights. During any period in which an Owner shall be in default of the payment of any Assessment levied by the Council of Co-Owners, the voting rights of the Owner, and the rights of the Owner, and his tenants and invitees, to use and enjoy the Common Elements, may be suspended by the Board until such time as the Assessment has been paid, Such rights may also be suspended by the Board for the violation of the published rules with respect to the use of the Common Elements as published from time to time by the Board, Section 5. Applicability, These By-Laws are applicable to all Units and Common Property in the Regime, and are binding on all present or future Owners, their tenants, guests, invitees, and any other person using or occupying a Unit. Each and every person who accepts a deed to, a lease of, or who occupies any Unit thereby consents to be bound by the provisions of these By-Laws and the Master Deed.

ARTICLE II

Definitions

The terms used in these By-Laws, unless the context requires otherwise or unless otherwise specified herein, shall have the same meaning as in the Master Deed to which these By-Laws are initially annexed.

ARTICLE III

Property Rights and Rights of Enjoyment

Each Owner shall be entitled to the use and enjoyment of the Common Elements as provided in the Master Deed. An Owner may assign his right of enjoyment and use of the Common Elements to his guests or to his tenants who use the Unit, provided the Owner notifies the Council of Co-Owners of the name or names of any such assignees.

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Assignment of such right shall not modify the responsibilities of the Owner under the Master Deed or these Bylaws.

ARTICLE IV

Meetings of Council of Co-Owners

Section 1. Place of Meetings. Meetings of the Council of Co-Owners shall be held in Charleston County, South Carolina at such suitable place as may be designated by Board.

Section 2. Annual Meetings. The first Annual meeting of owners shall be called by Declarant and shall be held within one (1) year of the date of recordation of the Master Deed. Thereafter, regular annual meetings shall be held in each calendar year at a time set by the Board.

Section 3. Special Meetings. Pursuant to South Carolina Code Section 33-31-702, a special meeting of the Members shall be held (a) upon the call of the President or the Board of Directors, or (b) if the holders of at least five percent (5 %) of the Percentage Interests sign, date and deliver to an officer of the Council a written demand for a special meeting describing the purpose for which it is to be held. (The close of business on the thirtieth [30th] day before delivery of the written demand is the record date for determining whether the five percent (5 %) requirement has been met.) If a notice for a special meeting demanded under (b) is not given within thirty (30) days of the date the written demand is properly delivered to an officer of the Council, a person signing the demand may set the time and place of the meeting in Charleston County, South Carolina and give notice in accordance with these Bylaws. Only those matters that are within the purposes described in the meeting notice may be conducted at a special meeting.

Section 4. Notice of Meetings. Unless a shorter time is permitted by applicable law, the Council shall notify Members of the place, date and time of each meeting or ballot in lieu of a meeting at least ten (10) days prior thereto. Notice shall be given in accordance with the procedure set forth in Section IX, below. Any Owner may waive notice of the meeting or ballot in writing either before or after the meeting. Attendance of an Owner at a

meeting, either in person or by proxy, except for the purpose of stating, at the beginning of the meeting, any objection to the transaction of business, shall constitute waiver of notice and any objection of any nature whatsoever as to the transaction of any business at such meeting. Notice given to one tenant in common, shall be deemed notice to all Owners of a Unit. It is the responsibility of each Owner to maintain a current mailing address with the Secretary

Section 5. Order of Business at Meetings. Unless otherwise determined by the Board of Directors, the order of business at each annual meeting shall be as follows:

a. Roll call and confirming of proxies and existence of quorum.
b. Proof of notice of meeting or waiver of notice.
c. Reading of minutes of preceding meeting.
d. Reports of officers.
e. Reports of committees, if any.
f. Election of Board.
g. Unfinished business,
h. New business.
i. Adjournment.

The order of business at a special meeting shall include items (a) through (b) above and then items specified in the meeting notice.

Section 6, Quorum. At all meetings, regular or special, a quorum shall consist of the presence in person or by proxy, of Owners owning greater than twenty-five percent (25%) of **the Percentage Interests.** Notwithstanding, if a matter to be considered constitutes an action which requires, by these By-Laws, the Master Deed or by law, approval by a greater percentage of the Percentage Interests, then a quorum shall consist of the presence in person or by proxy, of Owners owning the required Percentage Interests.

Section 7. Voting Rights. Each Owner will be entitled to a vote and the value of such vote will be the same as the Percentage Interest of such Owner, as defined in the Master Deed. If the Member is a corporation, partnership, limited liability company, trust, tenancy in common, joint tenancy, or similar entity or

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ownership arrangement, the Council may require the individual purporting to vote for such Member to provide reasonable evidence that such individual (the "Representative") has authority to vote for such Member. Unless the authority of the Representative is challenged in writing at or before the time of voting, or is challenged orally at the time of voting, however, the Council may accept such Representative as a person authorized to vote for such Member, regardless of whether adequate evidence of such authority is provided.

Section 8. Proxy. Votes may be cast in person or by written proxy. Proxies must be filed with the Secretary at or before the designated time of each meeting or ballot in lieu of a meeting. A proxy may be held by any Person, including, without limitation, any authorized representative of a Management Agent of the Council. The Board of Directors, or, in its absence, the presiding officer of the Council at the meeting or ballot, shall have the authority to determine, in their sole reasonable discretion, whether any individual claiming to have authority to vote for a Member has such authority.

Section 9. Majority Vote. Acts approved or ratified by a majority of the votes cast at a meeting at which a quorum is present, in person or by proxy, or by ballot in lieu of a meeting, shall constitute approval of such acts, except where a higher percentage vote is required by these By-Laws, the Master Deed or by law, and shall be binding for all purposes.

Section 10. Actions Without Meeting. Any action which may be taken at a meeting of the membership may be taken without a meeting if a consent, in writing, approving forth the action so taken or to be taken, is signed before or after the meeting by Members (or by proxies for Members) whose votes are not less that the votes of Members that would have been required to approve such action if a vote had been taken at a meeting of the Members. Such consent shall be filed with the Secretary.

Section 11. Delegation by Members. In approving any decision requiring the approval of Members, the Members may delegate to the Board of Directors or any officer of the Council the authority to determine and implement such details or matters as the Members

determine.

Example: Assume that the Members approve obtaining a loan to the Council in a principal amount not to exceed $10,000 "on such terms and conditions as shall be approved by the Board of Directors." In such case, the Board of Directors shall have authority to determine such details as the term of the loan, the interest rate, the repayment schedule, the security for the loan, etc.

ARTICLE V

Board of Directors

Section 1. Authority. The business and affairs of the Council of Co-Owners shall be governed by the Board. The Board of Directors shall have such authority as is granted by the Master Deed or applicable law.

Section 2. Power and Duties. The Board shall manage and direct the affairs of the Council of Co-Owners and, subject to any restrictions imposed by law, the Master Deed or these By- Laws, may exercise all the powers of the Council of Co-Owners. The Board shall exercise such duties and responsibilities as shall be incumbent upon it by law, the Master Deed or these By-Laws as the Board may deem necessary or appropriate in the exercise of its powers, including without limitation:

(a) the establishment of the budget of the Council, the collection of Assessments and charges from the Owners and the imposition of fines, all as set forth in the Master Deed,

(b) the establishment and amendment from time to time of reasonable Rules and Regulations governing the use of the Property constituting the Mariner's Cay Horizontal Property Regime;

(c) the care, upkeep and surveillance of the Property constituting the Mariner's Cay Horizontal Property Regime;

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(d) the employment and dismissal of personnel necessary for the maintenance and operation of the Common Elements and the administration of the affairs of the Council; and

(e) the election of officers.

Section 3. Initial Authority of Declarant. Pursuant to Article XII of the Master Deed, the Declarant under the Master Deed shall initially have the right to appoint and remove any member or members of the Board of Directors of the Council subject to such limitations as set forth below. The Declarant's authority to appoint and remove members of the Board of Directors of the Council shall expire on the first to occur of the following:

(a) after ninety percent (90%) of the Units in the Regime have been transferred by the Declarant to Co-Owners other than a Person or Persons constituting the Declarant or an affiliate of Declarant;

(b) the expiration of five (5) years after the date upon which this Master Deed is recorded in the RMC Office for Charleston County.

(c) the date on which the Declarant voluntarily relinquishes such right by executing and recording an amendment to this Master Deed, which shall become effective as specified in such amendment.

If it has not previously occurred, within ninety (90) days after the first of the above events to occur, a meeting or vote of the Co-Owners shall be held in accordance with these Bylaws to elect a new Board of Directors.

Section 4. Initial Number of Directors. Pursuant to Article XII of the Master Deed and Section 3, above, the Board of Directors of the Council shall be comprised initially of not less than three (3) and no more than five (5) Directors, who shall be appointed and/or reappointed by the Declarant.

Section 5. Number of Directors After Declarant No Longer Appoints Directors. At such time as Sections 3 and 4, above, no longer apply, the Board shall consist of shall be comprised initially of not less than three (3) and no more than five (5)

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Directors. Each member of the Board shall be at least twenty-one (21) years of age and shall own a Unit or be an authorized representative of an entity that owns a Unit.

Section 6. Term of Directors. Each person shall hold office until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualified.

Section 7. Management. The Board may employ a management agent under such terms and conditions as the Board may authorize, and such managing agent shall have such duties and shall receive such compensation as determined by the Board.

Section 8. Vacancies. Except for vacancies on the Board during the period in which the Declarant has the right to appoint the Board, pursuant to Sections 3 and 4, above, vacancies on the Board caused by any reason other than the removal of a member by a vote of the Council of Co-Owners shall be filled by vote of the majority of the remaining members of the Board, and each person so elected shall serve until a successor is elected at the next annual meeting. Vacancies caused by removal of a member by a vote of the Council of Co-Owners shall be filled by vote of the Council of Co-Owners at the same meeting at which the Board member was removed.

Section 9. Removal. Except during the period in which the Declarant has the right to appoint the Board, pursuant to Sections 3 and 4, above, at any regular or special meeting of the Council of Co-Owners duly called, or by ballot in lieu of a meeting, anyone or more of the Board may be removed with or without cause by a vote of Owners owning not less than fifty-one per cent (51%) of **the Percentage Interests**, and a successor may then and there be elected to fill the vacancy thus created. Any Board member whose removal has been proposed by an Owner shall be given an opportunity to be heard at such meeting or, if the vote is by ballot in lieu of a meeting, then by a written statement to all Owners. Conveyance of all Units owned by a Board member (or an owning entity represented by such Board member) shall automatically terminate his term of office.

Section 10. Regular Meeting. The first regular meeting of the Board shall be held immediately following the first annual meeting of the members of the Council of Co-Owners, unless the Board

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determines to defer such meeting. Regular meetings thereafter shall be held on such dates, place and time, but not less frequently than annually, as may be fixed from time to time by resolution of the Board, Notice of regular meetings of the Board shall be given to each Board member, in the manner set forth in Section IX, below, at least three (3) days prior to the date of such meeting.

Section 11. Special Meetings. Special meetings of the Board may be called by the President on three (3) days' notice to each Board member, given in the manner set forth in Section IX, below. The notice shall state the date, time, place (as hereinabove provided) and purpose of the meeting, Special meetings of the Board may also be called by the President in like manner and on like notice upon the written request of at least two (2) Board members.

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

Section 13. Quorum. At all meetings of the Board, a majority of the then qualified Board shall constitute a Quorum for the transaction of business, and the acts of the majority of the Board members present at the meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a Quorum present, the majority of those present may adjourn the meeting from time to time, At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Compensation. No Board member shall receive compensation for any service he may render to the Council of Co-Owners nor shall the Council of Co-Owners make any loan, directly or indirectly to a Board member; provided, however, a Board member may be reimbursed for expenses incurred in the performance of his duties, provided such are approved by the Board.

Section 15. Action by Board Without a Meeting. The Board shall

have the right to take any action which it could take at a meeting by obtaining the written approval or ratification of all members of the Board. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE VI

Officers

Section 1. Number and Election. There shall be elected annually by and from the Board, a President, one or more Vice Presidents, a Secretary, and a Treasurer. **Any one individual may hold any two or more of such offices, except that the President and Secretary shall be separate persons. No individual holding two or more offices shall act in or execute any instrument in the capacity of more than one office.** The Board may also elect from time to time such other officers as in their judgment may be needed, which other officers need not be Board members.

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

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

(a) President. The President shall be the chief executive officer and shall preside at all meetings of the Board and the Council of Co-Owners. He shall form committees consisting of members of the Council of Co-Owners as in his opinion are necessary, shall co-sign with another officer all contracts, checks, promissory notes, mortgages and similar documents, if any, and shall perform such other duties as may be delegated to him by the Board. He shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the laws of South Carolina,

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(b) Vice President. The Vice President shall take the place of the President and perform his duties when the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be directed to him by the Board. He shall have all the general powers and duties incident to the office of vice president of a corporation organized under the laws of South Carolina.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Council of Co-Owners; keep appropriate current records, showing the members of the Council of Co-Owners, together with their addresses and the names of those voting members entitled to vote; keep custody of and attest the seal of the Council of Co-Owners; and perform such other duties as may be required of him by the Board or incident to the office of the secretary of a corporation organized under the laws of South Carolina.

(d) Treasurer. The Treasurer shall also be responsible for the monetary funds of the Council of Co-Owners, shall prepare financial reports of the activities of the Council of Co-Owners, and shall perform such duties as may be designated by the Board or incident to the laws of South Carolina.

Section 4. Delegation of Duties. **The Board may from time to time expressly delegate to any officer or agent the power to take actions on behalf of the Board or the Council.**

Section 5. Compensation. Officers shall not be compensated on a regular basis for the ordinary services rendered to the Regime incident to their offices, nor shall the Council of Co-Owners make loans, directly or indirectly, to any officer; however, the officers may be reimbursed for expenses incurred on behalf of the Council of Co-Owners.

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ARTICLE VII

Indemnification of Board Members and Officers

Section 1. Liability. To the extent permitted by South Carolina law in effect at the applicable time, each Board member and each officer shall be indemnified by the Council of Co-Owners against all liabilities and expenses, including attorney's fees, reasonably incurred and imposed upon him in connection with any proceeding to which he may be made a party or in which he becomes involved by reason of his being or having been a Board member (whether or not he is a member of the Board at the time such expenses and liabilities are incurred) except in such cases of **gross negligence or fraud by such Board member, or where the Board member is in clear violation of a contractual obligation to the Council of Co-Owners.** (See Section 11.10 of the Master Deed.) Such indemnity shall be subject to approval by the members of the Council of Co-Owners only when such approval is required by the laws of South Carolina.

ARTICLE VIII

Obligations of the Owners

Section 1. Assessments. All Owners are obligated to pay Assessments and other charges imposed by the Board as provided in the Master Deed. Subject to the Master Deed, the Board shall have the full power and authority to suspend any Owner (and his family members, invitees and tenants) from the use of the Common Elements for the failure to pay when due any Assessment.

Section 2. Conduct of Members.

(a) The Board shall promulgate and amend Rules and Regulations for the use of the Units and the Common Elements in accordance with the Master Deed. All Owners, their guests, invitees and tenants, and each and every occupant of a Unit shall at all times observe such Rules and Regulations.

(b) Subject to the limitations in the Master Deed or

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applicable law, the Board or its authorized designee, including any authorized management agent, shall have the full power and authority to fine, suspend, or place on probation for each single infraction, any Owner, or his invitees, family members or guests, or take other appropriate action for a violation of the Rules and Regulations.

ARTICLE IX

Notices

Section 1. Notice Procedure. Whenever notice is required or permitted under the terms of this Master Deed, it shall be in writing and (a) personally delivered or (b) sent postage or delivery charges prepaid either (i) by United States mail, certified, return receipt requested, in which case notice shall be deemed to occur on the certified date of delivery or rejection of delivery or (ii) if within the United States, by First Class or Priority United States mail, in which case notice shall be deemed to occur four (4) calendar days after date of postmark, or (iii) by any dependable delivery service that provides evidence of delivery, in which case notice shall be deemed to occur on the certified date of delivery. Notices by other methods, such as facsimile or e-mail transmission, shall be valid if the recipient thereof acknowledges receipt in writing.

Section 2. Notice Procedure. All notices to Owners shall be delivered or sent to such address as has been provided , in writing, from time to time, by the Owner to the Council of Co-Owners, or if no address has been so provided to the Council of Co-Owners or no current address is known, then at the address of the Owner of the Unit on the property tax records of Charleston County, South Carolina or at any other address that would constitute a valid address for service of process. Where a Unit is owned by more than one Person, notice to any of such Persons shall constitute notice to all Owners.

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All notices to Declarant shall be delivered to:

Marina at Mariner's Cay, LLC
c/o Gary C. Benjamin
P. O. Box 51307
Piedmont, SC 29673

or to such other address as has been provided, in writing, from time to time, by the Declarant to the Council of Co-Owners.

All notices to the Council of Co-Owners shall be delivered at:

Mariner's Cay Council of Co-Owners, Inc.

Mariner's Cay Marina Ship's Store
3 Mariner's Cay Drive
Folly Beach, SC 29439

or to such other address as has been provided, in writing, from time to time, by the Council of Co-Owners.

ARTICLE X

Amendments

Section 1. Amendment. These By-Laws may be amended by a vote of Owners owning not less than fifty-one (51%) of the Percentage Interests. Any amendments shall be set forth in proper form and duly recorded, but failure to record an amendment shall not invalidate a properly-approved amendment. Each Owner, by accepting a deed, thereby agrees to be bound by and benefit from any such amendment hereto.

ARTICLE XI

Conflicts with Master Deed or Law

Section 1. Conflicts. If any provision of these By-Laws conflicts with the Master Deed or law, the provisions of the Master Deed or law shall govern, and the By-Laws shall automatically be deemed amended to comply with the Master Deed or applicable law.

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EXHIBIT "G"

MARINER'S CAY
OPERATIONS AND MAINTENANCE MANUAL

BK X618PG704

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MARINER'S CAY
Operations and Maintenance Manual

Marina Facility
Mariner's Cay Drive
Folly Beach, South Carolina

Submitted to:

SCDHEC-OCRM
1362 McMillan Avenue, Suite 400
Charleston, South Carolina 29405

Submittal Date:

Submitted by:

SUNCOAST PROPERTIES OF SOUTH CAROLINA, LLC
Post Office Box 30412/2040 Savage Road
Charleston, South Carolina 29417

BK X618PG705

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Operations and Maintenance Manuel

Marina Facility
Mariner's Cay Drive
Folly Beach, South Carolina

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Operations and Maintenance Manuel

Marina Facility
Mariner's Cay Drive
Folly Beach, South Carolina

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III Water Quality Classes and Standards for Tidal Salt Waters
IV Permits, Miscellaneous Letters, etc.
V Contingency Plan for Spills of Oil and Other Hazardous Substances

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Operations and Maintenance Manuel

Marina Facility
Mariner's Cay Drive
Folly Beach, South Carolina

1.0 Introduction/Marina Operations

The Mariner's Cay Marina facility (MCM) is located at Marina Cay Drive in Folly Beach, South Carolina. The location of this site is shown on Figure 1, which was included in the South Carolina Department of Health and Environmental Control - Office of Ocean and Coastal Resource Management (SCDHEC-OCRM) and US Army Corps of Engineers, Charleston District Permit No. 1992-3T-287-P, an excerpt from the United States Geologic Survey (USGS) 7.5-minute James Island quadrangle map of Charleston County, South Carolina. As shown on Figure 1, the marina is located on the Folly River in Folly Beach, Charleston County, South Carolina. This Operations and maintenance (O&M) Manual has been prepared to fulfill the requirements of the SCDHEC-OCRM P/N No. 1992-3T-287-P.

1.1 General Description of Marina

MCM is a commercial marina facility. The purpose of the marina facility is to provide the general public with access to the Folly River and the waterways in and around Folly Beach and Charleston. Fuel will be offered at MCM. Boat maintenance will not be offered as MCM. MCM is a basin-type marina with dock space to accommodate approximately 90 wet slips. Boat slips at MCM allow for docking of vessels ranging in size from 20 to 45 feet. Marina layout and cross sections of docks are shown on Figures 2 and 3, which are excerpts from the permits listed below.

As noted above, the MCM facility is a commercial marina. The MCM facility will have electrical hook-ups, potable water, restrooms, and a sewage/wastewater pump-out facility. The MCM facility will not offer boat maintenance or repair services. Seventy-three (73) parking spaces will be located in the marina parking lot. (See Figure 4.) Restrooms will be available between the hours of 9:00 AM and 5:00 PM and will be located as shown on Figure 2. Based on this information, the items noted below in Section 2.0 that are not applicable will be marked as such.

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1.2 Permits Issued Authorizing Marina and Facilities

The permits listed below have been issued to MCM for its marina facility. Copies of selected permits are included in Appendix IV.

1) South Carolina Department of Health and Environmental Control (SCDHEC) Ocean and Coastal Resource Management (OCRM) and US Army Corps of Engineers (COE) Permits No. 1992-3T-287-P. Both permits were issued to construct a new marina at an existing marina location, including maintenance dredging. The SCDHEC-OCRM permit was issued on April 9, 2003, and expires on April 19, 2008. The COE permit was issued on November 29, 2003, and expires on December 31, 2009. The COE permit was modified on March 17, 2005 to allow relocation of the main floating walkway. The SCDHEC-OCRM permit was modified on the following dates: June 24, 2004, August 25, 2004, October 14, 2004 and July 7, 2005. Please see Appendix IV for copies of the permits and amendments.

1.3 Marina Operations

The MCM representative responsible for daily marina operations is:

Mr. Skip Crosby
Telephone: 843-819-1089

All slip owners and marina users must comply with all State and Federal regulations governing marina operations. The MCM sales agreement indicates that failure to comply with State and Federal marina regulations as well as MCM regulations will result in termination of the agreement. Any violation to these regulations is to be reported to marina personnel. A copy of the MCM Dockage Agreement is included in Appendix I.

Currently MCM does not perform water quality testing at its marina facility. As noted above, the purpose of the marina facility is to provide access to the waterways in and around the Folly River and safe moorage for privately owned vessels. The MCM operates its marina in accordance with applicable sections of SCDHEC-OCRM's Marina Regulations (R.30-12.E). A copy of the regulations is included in Appendix II.

The MCM will maintain a copy of the Operations and Maintenance Manual, which contains all marina permits and amendments, in the facility office. The manual is available for review during normal marina operating hours from 9:00 AM to 5:00 PM.

The MCM marina facility is accessible 24 hours a day, 7 days per week. However, the restrooms are only available during normal operating hours of 9:00 AM to 5:00 PM.

2.0 Water Quality Management/Pollution Prevention Strategies

As noted above, the MCM currently does not perform water quality testing. As mentioned in Section 1.0, the purpose of the marina facility is to provide the public access to the waterways in and around the Folly River and safe moorage for vessels.

2.1 General Information

General information on the MCM facility is presented below. Please note that items presented below that are not applicable to the MCM facility are marked as such.

2.1.1 Waterbody Classification

The MCM facility is located on the Folly River in Folly Beach, South Carolina as shown on Figure 1. The waterbody classification for this area is Class SFH. A copy of the SCDHEC Water Classifications and Standards, R61-68/69 is included as Appendix III.

2.1.2 Facilities and Services Relating to Water Quality Management and Pollution Prevention

Restroom facilities are available during normal operating hours from 9:00 AM to 5:00 PM. The MCM facility does have pump-out services, but does not have boat maintenance and/or repair facilities. Fueling is available. There are absorbent pads and containment booms available at the ships store in case of incidental fuel spills, leaking boats, or a sunken boat.

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2.1.3 Marina Policy Related to Water Quality Management and Pollution Prevention Strategies

The MCM's policy related to water quality management and pollution prevention strategies is intended ton conform to SCDHEC-OCRM's Marina Regulations R.30-12.E.6(b). A copy of R.30-12.E is included in Appendix II. MCM has retained General Engineering and Environmental, LLC to perform spill clean up services in the event of a fuel spill. Emergency spill kits containing absorbent booms are located in the Ship's Store at the fixed pier. Marina staff will adhere to best management practices in order to limit spills and discharges.

2.1.4 Live-Aboard Management

Live-aboards will not be allowed at the MCM facility; therefore, this section is not applicable. Live-aboards are defined as persons spending three or more days on a vessel. The Dockmaster will be allowed to live aboard and exercise security after hours.

2.2 Sewage Pollution and Management and Wastewater Pumpout Facilities

The MCM facility will offer a DHEC-certified sewage/wastewater pump-out system located on the main walkway. The pump-out facility is a 1.5 house power, 30 gallons per minute KECO double-pump series 800Dockside model with a maximum discharge pressure of 12 PSI. No fee will be charged for use of the pump-out facility at MCM. However, the pump-out facility may only be used by slip owners; the general public will not be allowed to use the pump-out facility.

2.2.1 Restroom Facilities

Restroom facilities are available during normal operating hours from 9:00 AM to 5:00 PM and are located in the Ship's Store. (See Figure 2 for location.) These facilities discharge to the City of Folly Beach Sewerage System.

The men's restroom facility has one toilet, one urinal, one lavatory and one shower. The women's restroom facility has two toilets, one lavatory and one shower.

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2.2.2 Contingency Plans for Wastewater Discharge or Spill

MCM has developed a contingency plan for the spill of oil and other hazardous substances to meet the objectives of the State of South Carolina Contingency Plan for Spills and Releases of Oil & Hazardous Substances. Copies of the MCM and South Carolina Contingency Plans are included in Appendix V. All reporting, containment, and clean up shall be conducted in accordance with the contingency plans for fuel and oil spills.

2.2.3 Litter/Trash management and Recycling

At least 5 trash receptacles will be maintained throughout the marina facility at all times. Trash receptacles will be located at the heard of each floating dock, as well as at the base of the entrance into the marina office. Trash receptacles will be policed and emptied at least once daily. Items such as used batteries and used oil will not be left sitting on the dock overnight.

2.2.4 Marina Wastewater Pump-out and Sewage Pollution management Regulations

Copies of the MCM Rules and Regulations shall be available for review and/or distribution from the office located in the Ship's Store.

2.3 Fueling System and Facilities and Oil Pollution Management

MCM will provide a fueling facility.

2.3.1 Description of Fueling System and Facilities and Oil Pollution Management

The fueling system will be Legacy / Highline Dispense Containment System. A 4" PVC line to be installed as chase pipe.

2.3.2 Pollution Strategies

The MCM is subject to state and federal regulations concerning discharge of petroleum products into open waters. Marina operations relative to this aspect shall be carried out according

to South Carolina Code of Laws and Federal Regulation as enforced by SCDHEC and the U.S. Coast Guard.

2.3.3 Fuel or Oil Spill Response

The Harbor master will be responsible for training of personnel. The Harbor Master shall be knowledgeable in the handling and operation of vessels utilizing the marina. He shall be experienced in marina management and the use of safety related equipment. Deck hands shall be trained for all responses associated with the marina. Please refer to "Contingency Plan for Spill of Oil and Other Hazardous Substances" included in Appendix V.

2.3.4 Water Quality Monitoring Program

Not applicable.

2.3.5 Stormwater Management

Existing Marina; therefore not applicable.

2.3.6 Potable Water Supply System

Potable water is available at the MCM. Each slip has its own faucet that is connected to the City of Folly Beach public water supply.

3.0 Contingency Plan for Spill of Oil and Other Hazardous Substances

The Harbor master shall immediately notify SCDHEC and the U.S. Coast Guard in the event of oil or fuel discharge. Fuel spillage shall be contained by deployment of a floating sorbent boom and/or sorbent pads, as required. These materials shall be conveniently stored for immediate access. In the event of a major spill, the following procedures will be followed. The source of the spill will be identified and shut-off. The sorbent containment booms and pads shall be deployed to confine spillage as much as possible. The SCDHEC and USCG shall be notified immediately. Local spill

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clean up contractors (General Engineering and Environmental) shall be called and mobilized as soon as possible to remove the spillage. Please refer to "Contingency Plan for Spill of Oil and Other Hazardous Substances" included in Appendix V.

4.0 Marina Rules and Regulations

Marina rules and regulations for the MCM marina facility are available at the facility office, and a copy is included in Appendix I. In addition, the Harbor Master shall maintain a disaster preparedness plan to address the procedures for marina securing in the event of severe weather. The plan shall be reviewed periodically with the Charleston County Emergency Preparedness Office. Telephone and wireless communications shall be maintained in the marina office. A map of the Charleston County area shall be prepared by the Harbor Master identifying safe harbors of refuge for boat evacuation. Disaster preparedness equipment, which may include items such as first-aid kits, stretchers, flares, personal floatation devises, blankets, radios, and batteries, shall be stowed in or near the Harbor master's office.

5.0 Dredging

Per the conditions on the SCDHEC-OCRM permit, dredging is not required.

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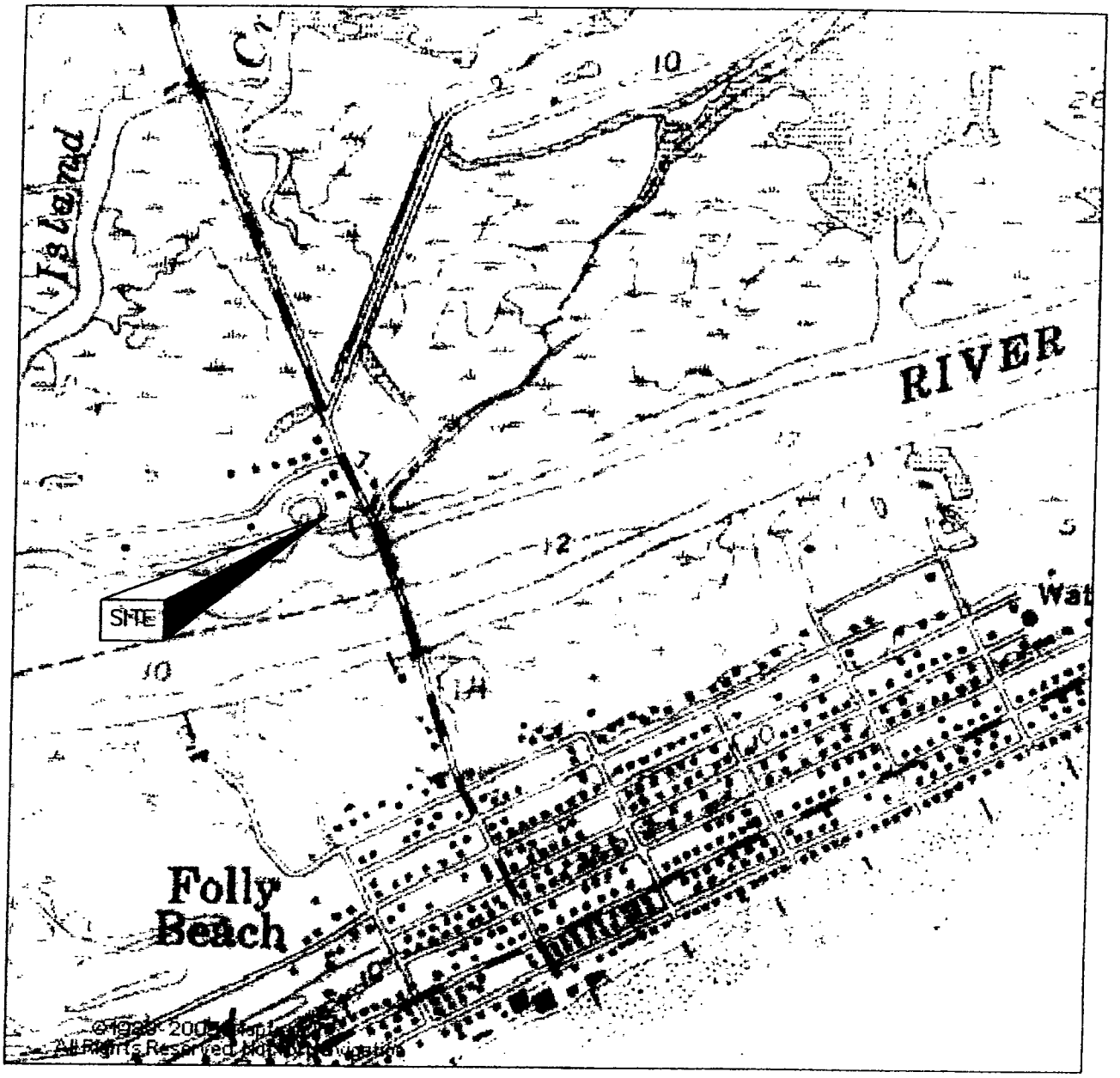
FIGURES



LOCATION MAP

NO SCALE

PROPOSED: MARINER'S CAY DOCK MODIFICATION ADJACENT OWNERS: 1. MARINERS CAY HOME OWNERS ASSOCIATION	LOCATION MAP NOT TO SCALE	PROPOSED: MARINER'S CAY DOCK MODIFICATION IN: FOLLY BEACH, SC COUNTY OF: CHARLESTON APPLICATION BY: EDWARD CLARK P/N #: TBD DATE: MARCH 17, 2006

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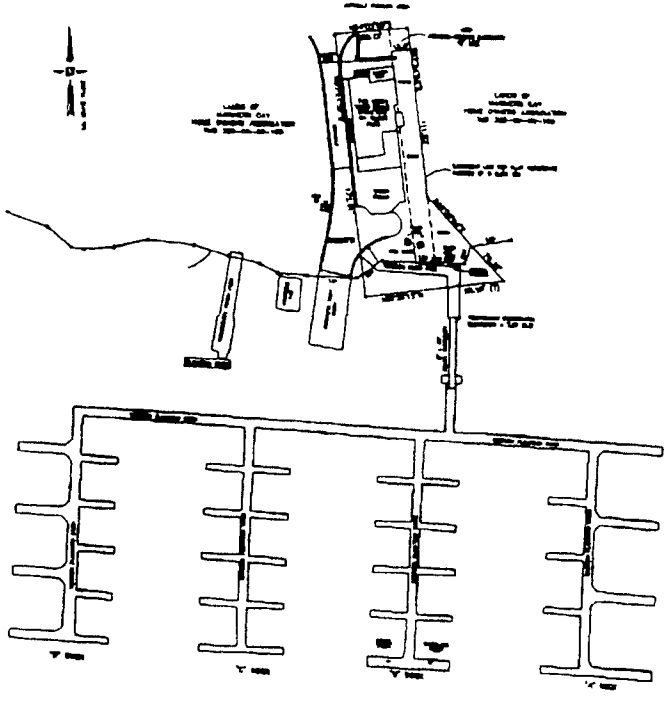

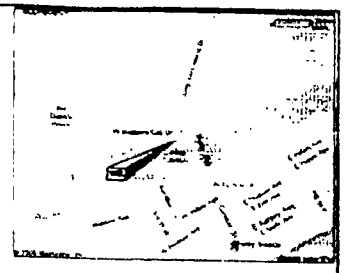

LOCATION MAP

LANDWARD SURVEY NOTES

CERTIFICATION NOTE

GRAPHIC SCALE

ARCADIS

SHIPS STORE, EASEMENT AND MARINA FACILITIES
MARINERS CAY MARINA AT MARINERS CAY
CITY OF FOLLY BEACH
CHARLESTON COUNTY, SOUTH CAROLINA
SUNCOAST PROPERTIES OF SOUTH CAROLINA, LLC

LAND DEVELOPMENT DIVISION
EXIBIT TO
OPERATION & MAINTENANCE
MANUAL

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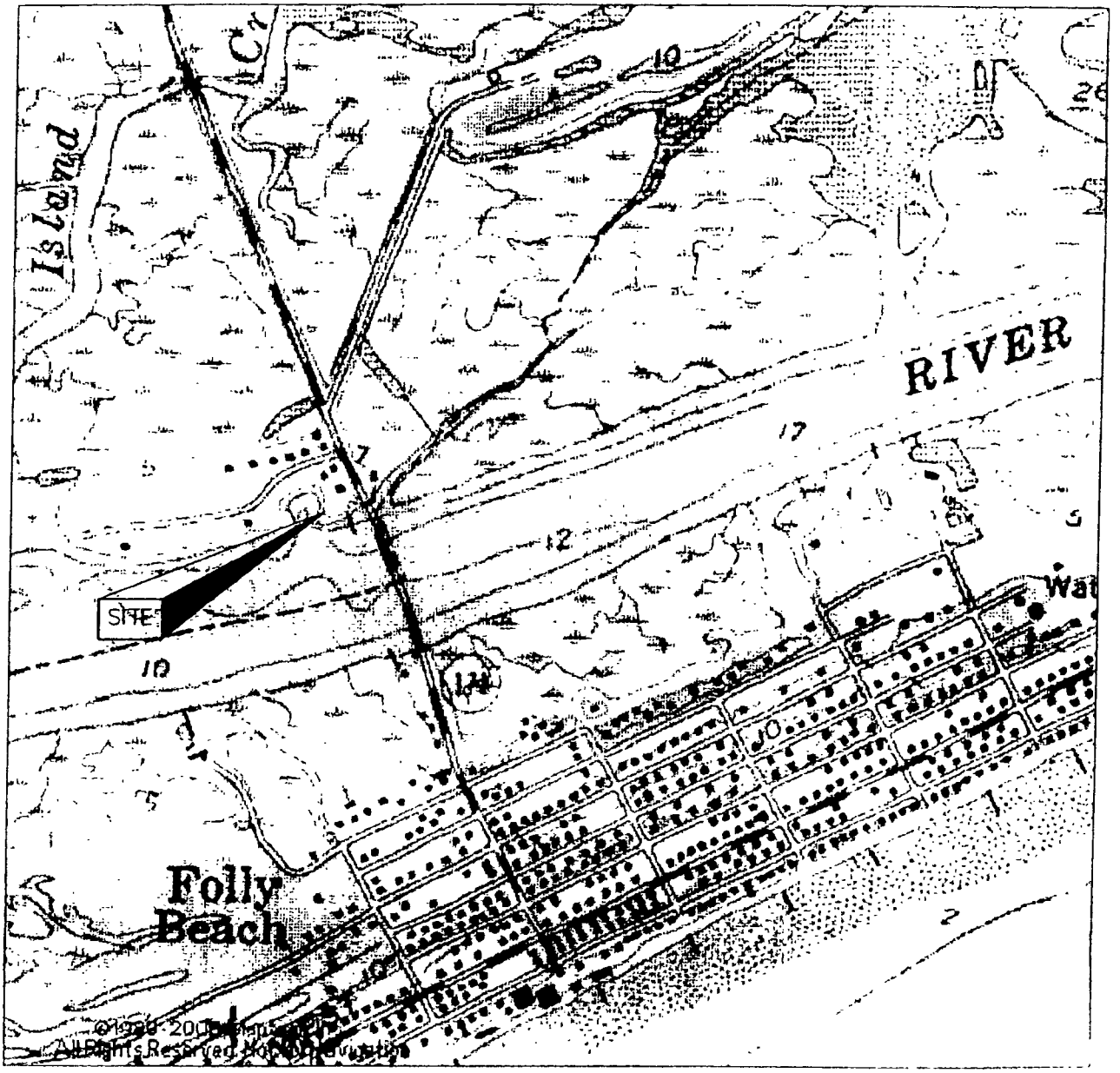

LOCATION MAP

NO SCALE

PROPOSED MARINER'S CAY DOCK MODIFICATION ADJACENT OWNERS 1. MARINERS CAY HOME OWNERS ASSOCIATION	LOCATION MAP NOT TO SCALE	PROPOSED MARINER'S CAY DOCK MODIFICATION IN FOLLY BEACH, SC COUNTY OF CHARLESTON APPLICATION BY EDWARD CLARK P/N #/ TBD DATE MARCH 17, 2006

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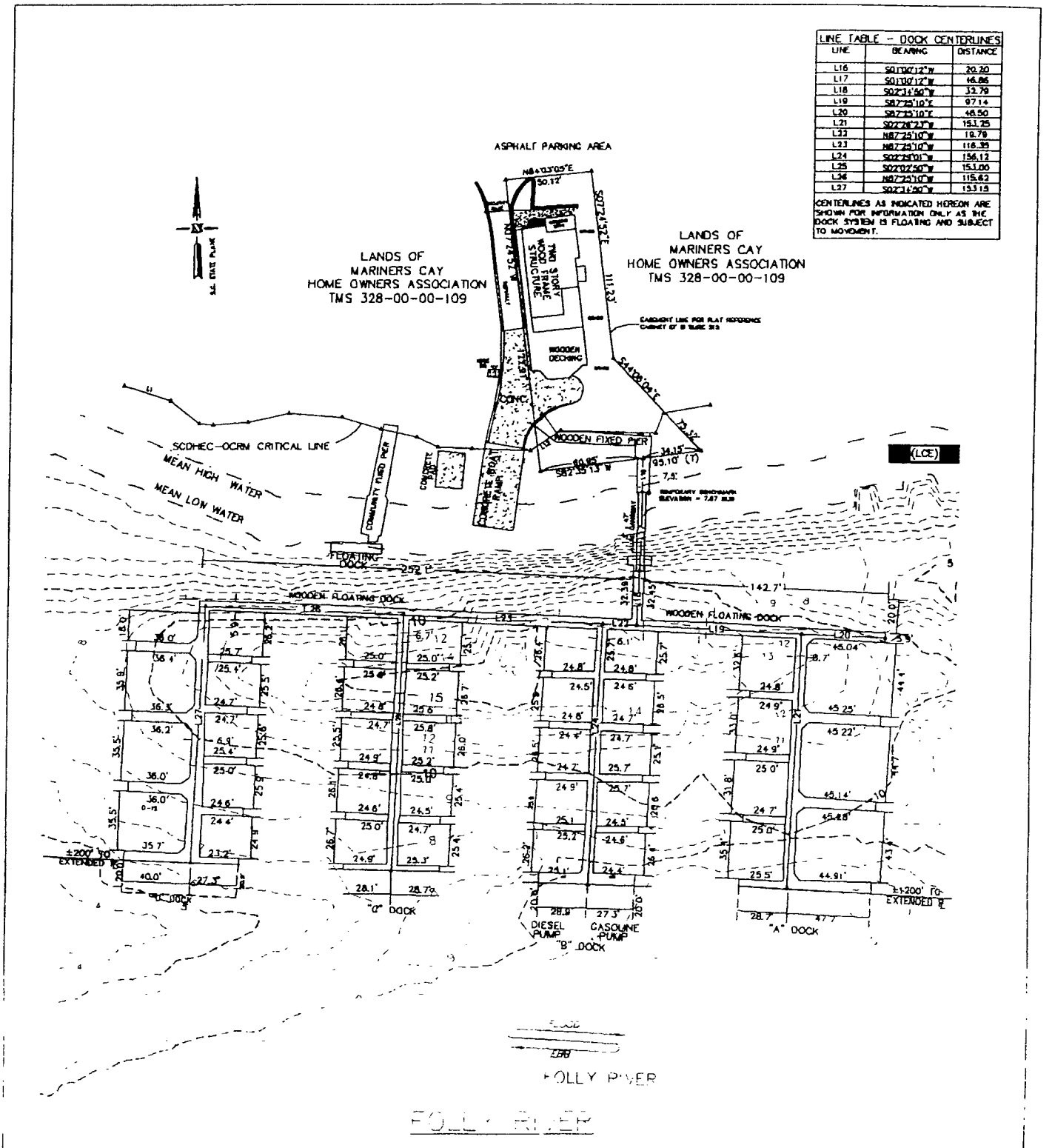

FOLLY RIVER

PROPOSED: MARINER'S CAY DOCK MODIFICATION
ADJACENT OWNERS:
1. MARINERS CAY HOME OWNERS ASSOCIATION

DOCK SURVEY
SCALE 1"=80'

ROA 5635

PROPOSED MARINER'S CAY DOCK MODIFICATION
IN
FOLLY BEACH, SC
COUNTY OF: CHARLESTON
APPLICATION BY EDWARD CLARK
P/N #/ TBD
DATE MARCH , 2006

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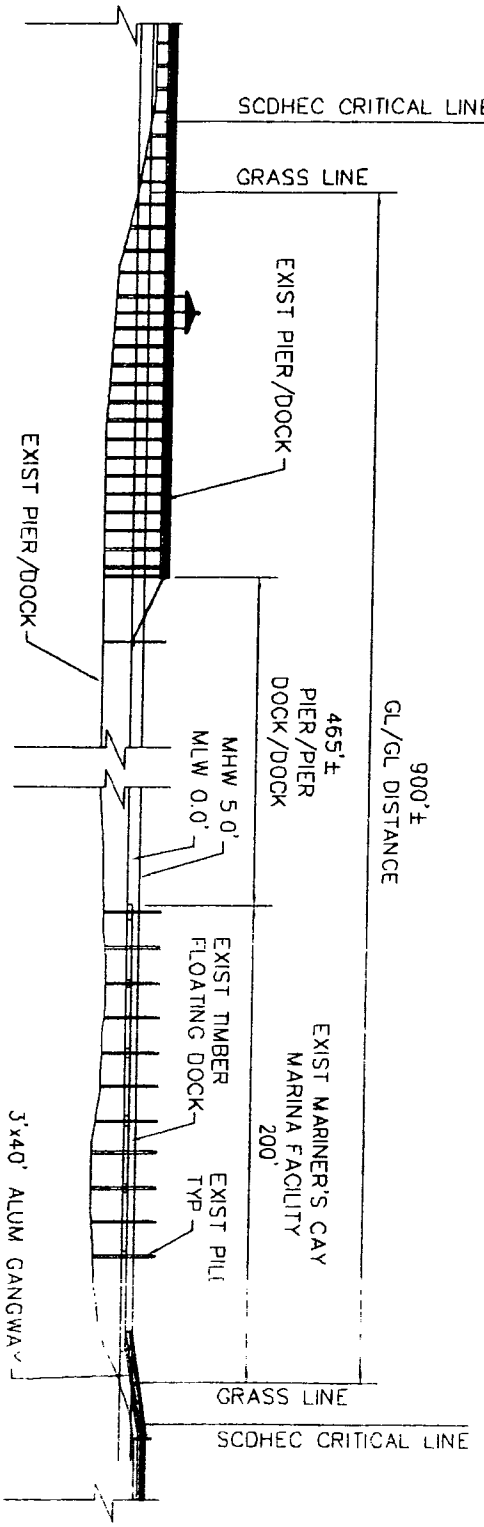
DOCK CROSS SECTION

FOLLY RIVER



PROPOSED: MARINER'S CAY DOCK MODIFICATION ADJACENT OWNERS: 1. MARINERS CAY HOME OWNERS ASSOCIATION	DOCK CROSS SECTION SCALE 1"=80' ROA 5636	PROPOSED MARINER'S CAY DOCK MODIFICATION IN: FOLLY BEACH, SC COUNTY OF: CHARLESTON APPLICATION BY EDWARD CLARK P/N #: TBD DATE MARCH 17, 2006

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APPENDIX II

R.30-12(E) - OCRM MARINA REGULATIONS

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E Marina/Community Dock Location and Design

(1) The Department's marina/community dock policy is based on the belief that marinas and community docks can be operated in a manner that does not degrade the surrounding waters. If water quality monitoring indicates a decline in water quality, remedial action will be required. Each applicant for a marina and dry storage facility in the critical area of the coastal zone must submit an Operations and Maintenance Manual with the permit application. (Community docks may also be required to submit an Operations and Maintenance Manual.) This Operations and Maintenance Manual must be in accordance with 30-12(E)(6), and approved in writing by the Department staff. The requirements of the Operations and Maintenance Manual may be modified if deemed necessary by the Department.

(2) Commercial docks and boat repair yards are also considered a marina type facility. The standards that apply to marinas may also be used as criteria in the evaluation of permit applications for commercial docks and boat repair yards.

(3) All marinas affect aquatic habitats to some degree, but adverse effects can be minimized by utilizing proper location and design features. Application for marinas shall include a comprehensive site plan showing location and number of all water-dependent and upland facilities such as parking and storage facilities. New marinas are not allowed in waters classified for shellfish harvesting, except for any locked harbor marina, commercial dock or expanded existing marina that does not close any additional waters for shellfish harvesting.

(a) Alternatively, on any marina application in waters classified for shellfish harvesting, the S.C. Department of Natural Resources shall comment in writing on whether the area around the proposed marina is suitable or not suitable for the natural growth and propagation of shellfish. The permit shall not be issued unless DHEC, Office of Ocean and Coastal Resource Management, after giving great weight to the comments of the DNR, determines that natural physical conditions in the area surrounding the proposed marina preclude the natural propagation of shellfish.

(b) The DNR's comments shall be based on criteria including:

(i) intertidal bottom types (including shell matrix depth and composition - shell, clay, silt);

(ii) density of naturally occurring oyster beds (oyster strata types, bottom coverage, acreage),

(iii) [illegible]

(iv) water depth,

(v) [illegible]

(vi) salinity regimes (including a review of historic data and recognition of possible future changes that could affect hydrography)

(vii) presence or absence of significant clam populations,

(viii) [illegible]

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(ix) potential for shellfish production with non-traditional methods;

(x) the current shellfish management and water quality classifications;

(xi) and any other factors relating to the natural physical conditions in the area deemed appropriate by the DNR including whether the area is likely to support the natural growth and propagation of shellfish in the reasonably foreseeable future.

(c) This determination in no way affects or limits the ability of DNR to comment on the entire permit application before the OCRM.

(4) In addition to standards applicable for bulkheads and seawalls, docks and piers, dredging and filling, and navigation channels and access canals, the following standards apply to marinas:

(a) Marinas should be located in areas that will have minimal adverse impact on wetlands, water quality, wildlife and marine resources, or other critical habitats;

(b) Where marina construction would affect shellfish areas, the Department must consider the rights of the lessee, if applicable, and the public, and any possible detrimental impacts on shellfish resources;

(c) Marinas should be located in areas where the least initial and maintenance dredging will be required. New marinas which require initial and maintenance dredging must provide a permanent, dedicated spoil area capable of holding both the initial dredge volume and all anticipated maintenance needs. This spoil area must be reserved using deed restrictions or other legal instruments;

(d) Marinas must avoid or minimize the disruption of currents. Dead-end or deep canals without adequate circulation or tidal flushing will not be permitted;

(e) Marina design must minimize the need for the excavation and filling of shoreline areas;

(f) Open dockage extending to deep water is usually preferable to excavation for boat basins, and it must be considered as an alternative to dredging and bulkheading for marinas;

(g) Turning basins and navigation channels shall be designed to prevent long-term degradation of water quality. In areas where there is poor water circulation the depth of boat basins and canals should not exceed that of the receiving body of water to prevent water quality

(h) Project proposals shall include facilities for the proper handling of petroleum products, sewage, litter, waste, and other refuse with regard to the South Carolina Department of Health and Environmental Control (SC DHEC) specifications;

(i) Dry storage type marinas are preferred whenever feasible, and an applicant for a marina permit will be required to show why a dry storage facility is infeasible in whole or in part. Infeasibility may be shown where the applicant seeks a facility for large boats that cannot be accommodated in a dry storage facility or where there is inadequate upland space for the facility;

(j) Applications for marinas must include maintenance dredging schedules and the type of

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disposal sites when applicable,

(k) Adequate parking for users of the marina or community dock shall be demonstrated,

(l) Mooring fields associated with marinas are encouraged in place of pierheads and floating docks where the size of the waterbody and other site specific conditions are suitable. These mooring fields must be in compliance with R.30-12(P).

(5) The following standard conditions, along with any special conditions that may be appropriate, will be included in all permits for marinas unless the Department determines that such standard conditions are inappropriate. (Community docks, boat yards, commercial docks and dry storage facilities may also be required to conform to these standards.)

(a) The operations of the marina shall be reviewed by the Department as deemed appropriate, but at least every five years. Based on this review, the Department may require, among other things, changes or additions to the Operations and Maintenance Manual to address any water quality or other environmental problems, and a reduction in the size of, or a change in the configuration of, the marina. Such action may be taken at any time the Department determines that significant state water quality compliance problems exist, at the time SCDHEC enlarges the closure area, or at the time of a review

(b) A water quality sampling program must be instituted and results submitted to the Department. This sampling program must be performed prior to construction and as specified in 30-12(E)(6)(c) below. This sampling must be performed by a SCDHEC certified laboratory at the expense of the permittee

(c) Dredging must be performed in accordance with 30-12(E)(6)(d) and 30-12(G).

(d) A stormwater plan for the marina and associated parking areas, including runoff from the permanent spoil disposal area and adjacent highland development, must be submitted to and approved in writing by the Department staff before any work is performed under the Department permit.

(6) The Operations and Maintenance Manual shall be submitted with the application and placed on public notice. Depending on the type of facility, it shall contain the following information:

(a) Marina Operations

(i) An experienced operator shall be in charge of the marina. The permittee and its agents are responsible for compliance with the issued Operations and Maintenance Manual and with all conditions of the permit.

(ii) The marina permittee must include in the lease agreement with boat owners a provision requiring that boat owners comply with all applicable State and federal regulations. The marina permittee shall ensure that violations are reported promptly to the proper authorities.

(iii) A complete copy of the marina permit, including any required marina report, the Operations and Maintenance Manual, all conditions or requirements placed on the permit and any [illegible] water quality monitoring reports required pursuant to the permit shall be readily available at the marina

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(iv) The marina permittee shall prominently display and distribute material pertaining to the maintenance of water quality standards at the marina and report violations of such standards to the proper authorities.

(b) Water Quality Management:

(i) Adequate working wastewater pump-out facilities shall be provided at each marina (unless specific exceptions are allowed in writing by the Department). These facilities must be adequate to handle all wastewater generated at the marina. The marina operator may charge a reasonable fee for the use of the pump-out facilities.

(ii) Adequate bathroom facilities must be provided in order to discourage any overboard discharge of sewage from boats. The number of toilets required for any given marina shall be determined by the nature and size of the marina and by its specific site location. However, two toilets and one lavatory for women and one toilet, one urinal, and one lavatory for men shall be required for all marinas with one hundred or fewer slips, and unless there are mitigating circumstances, the Department shall require one toilet and one lavatory for women and one toilet, one urinal, and one lavatory for men for every additional 100 boat slips or fraction thereof. Toilet facilities shall be constructed in a location to encourage their use. Additional facilities may be required where restaurants, motels, laundries, and other nonwater-dependent structures are located in close proximity to the marina. All pump-out and sewage facilities must be included in the public notice and certified in writing by SCDHEC

(iii) Plans for potable water supplied to the marina docks must be approved in writing by SCDHEC.

(iv) Marina boat fueling systems must be equipped with emergency cutoffs at the harbor master's office, at the tank, at the pump and at the dock's edge.

(v) Depending on the size and type of boats using the marina, adequate booms must be available to isolate any oil spill around the fuel dock, a leaking boat, or a sunken boat.

(vi) Absorbent pads must be available at the marina for boat use and for removing incidental spills during fueling operations.

(vii) The discharge of sewage from boats is prohibited unless it is treated by a Marine Sanitation Device and complies with all applicable federal laws and regulations. The discharge of any [illegible] kind of [illegible] state waters, including [illegible] garbage [illegible]

(viii) Adequate separate refuse containers for garbage shall be available at the marina and maintained daily. Containers for toxic substances shall not be placed over or near the water

(ix) Boat repairs, paint scraping, boat painting, and other activities that may result in a discharge of waste or pollutants into State waters are prohibited;

(x) One reasonably sized dock masters office may be constructed within a permitted marina. This office will be limited to water dependent uses only such as fuel sales. Restroom facilities may be placed in this office, however, food and beverage services, clothing sales and other nonwater dependent uses are prohibited

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(c) Water Quality Monitoring Requirements for Marinas: A water quality monitoring program is required for the SCDHEC-OCRM permit. The specific program shall be determined by the Department. Any changes in requirements must be approved in writing by the Department. Sampling results must be supplied to the Department.

(i) Monitoring requirements shall be tailored to the marina based on factors such as flushing, existing water quality, presence of shellfish, number of slips, and presence of fueling facilities.

(ii) A minimum standard monitoring program will consist of an annual sediment analysis. These samples shall be taken once a year between June and August with a minimum of one composite sample taken within the confines of the marina and one sample taken outside the marina. All sampling sites must be approved in writing by the Department staff and the South Carolina Department of Natural Resources. Samples will be analyzed for PAH's, copper, zinc, lead, cadmium, chromium, and any other parameters required by the Department staff.

(iii) Marinas in poorly flushed areas may be required to sample other parameters such as dissolved oxygen and/or fecal coliform bacteria. These monitoring requirements will be determined on a site specific basis using the factors presented in (i) above.

(iv) Sampling requirements will be periodically reviewed and may be increased or reduced as conditions warrant.

(d) Dredging:

(i) Unless otherwise allowed by permit, all initial and maintenance dredging shall take place between December 1 and March 1, and all dredging shall be performed by hydraulic dredge.

(ii) Agitation dredging is prohibited.

(7) Standards for Community Docks: The following standards are applicable for the construction of community docks:

(a) Community docks shall not impede navigation or restrict public use of State lands and waters;

(b) Community docks shall be constructed in a manner that does not degrade water quality;

(c) The size and extension of a community dock must be limited to that which is reasonable for the intended use;

(d) Community docks shall not be used for commercial purposes, including, but not limited to,

(e) All applications for community docks should accurately illustrate the alignment of property boundaries with adjacent owners;

(f) No leasing of space or other commercial uses are allowed at community docks.

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APPENDIX III

WATER QUALITY CLASSES AND STANDARDS FOR TIDAL SALT WATERS

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State House Network
2000 Code of Regulations
(unannotated)
Current through State Register Volume 25, Issue 1, effective January 26, 2001.

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CHAPTER 61.

DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

61-68. Water Classifications and Standards.

(Statutory Authority: 1976 Code Section 48-1-10 et seq.)

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APPENDIX 1. WATER QUALITY CRITERIA FOR PROTECTION OF AQUATIC LIFE
APPENDIX 2. WATER QUALITY CRITERIA FOR PROTECTION OF HUMAN HEALTH
APPENDIX 3. WATER QUALITY CRITERIA BASED ON ORGANOLEPTIC DATA

A. PURPOSE AND SCOPE.

1. These regulations, promulgated pursuant to authority in the S. C. Pollution Control Act, Section 48-1-10 et seq., 1976 Code of Laws, establish a system and rules for managing and protecting the quality of South Carolina's surface and ground water. They establish the State's official classified water uses for all State waters, establish general rules and specific numeric water quality standards for protecting classified and existing water uses, and establish procedures for classifying waters of the State.

2. Waters which meet standards shall be maintained. Waters which do not meet standards shall be improved wherever possible to achieve those standards. However, the Department cannot assure that classified waters shall at all times meet the numeric water quality standards for such uses.

3. Recognizing the technical and economic difficulty in restoring water quality, the Department shall emphasize a preventive approach in protecting waters of the State.

4 It is a goal of the Department to maintain and improve all surface waters to a level to provide for the survival and propagation of a balanced indigenous aquatic community of flora and fauna and to provide for recreation in and on the water. It is also a goal to provide, where appropriate and desirable, for drinking water after conventional treatment, shellfish harvesting, and industrial and agricultural uses

It is a goal of the Department to maintain or restore ground water quality so it is suitable as a drinking water source without any treatment.

B DEFINITIONS.

1. The definition of any word or phrase employed in Section C, D, or E of this regulation shall be the same as given in the South Carolina Pollution Control Act, 48-1-10, et seq, S.C. Code of Laws, 1976, hereafter referred to as the Act. Words or phrases which are not defined in the Act are defined as follows:

2. Agricultural includes use of water for stock watering, irrigation, and other farm purposes.

3. Aquaculture means the cultivation, production, or marketing of domestic aquatic organisms

4. Aquifer means a geologic formation, group of formations, or part of a formation that contains sufficient saturated permeable material to yield significant quantities of ground water to wells or springs

5 Balanced indigenous aquatic community means a natural, diverse biotic community characterized by the capacity to sustain itself through cyclic seasonal changes, presence of [illegible] and lack of domination by pollutant tolerant species.

6 Best management practice (BMP) means a practice or combination of practices that are the most effective, practical ways of controlling or abating pollution from widespread or localized sources

Classified uses means those uses specified in Section G for surface waters and Section H for ground waters, whether or not those uses are being attained

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8. Concentrated aquatic animal production facility means a hatchery, fish farm, or other facility related to aquatic animal production which is not located in waters of the State and is subject to a National Pollutant Discharge Elimination System (NPDES) permit

9. Conventional treatment as applying to potable water supplies means treatment including at least flocculation, sedimentation, filtration, and disinfection.

10. Daily average means the average of all samples taken during any 24 hour period.

11. Deleterious substances means those substances which in sufficient concentrations or levels have a harmful effect on classified or existing water uses.

12. Ephemeral streams means streams that flow only in direct response to rainfall or snowmelt and in which discrete periods of flow persist no more than 29 consecutive days per event.

13. Existing uses means those uses actually being attained in or on the water, on or after November 28, 1975, regardless of the classified uses.

14. Fishing means the taking, harvesting, or catching of fin fish or crustaceans for human consumption.

15. Groundwater means water below the land surface in a zone of saturation.

16. Intermittent streams means streams that generally have defined natural watercourses which do not flow year around, but flow beyond periods of rainfall or snowmelt

17. Median tolerance limit means the concentration of a test material at which just 50 percent of the test animals are able to survive under test conditions for a specified period of exposure.

18. Mixing zone means:

a. for surface waters, an area where a discharge undergoes initial dilution and is extended to cover the secondary mixing in the ambient waterbody. A mixing zone is an allocated impact zone where water quality criteria can be exceeded as long as acutely toxic conditions are prevented (except as defined within a Zone of Initial Dilution) and public health and welfare are not endangered.

b. For ground waters, a hydrogeologically controlled three-dimensional flow path in the subsurface which constitutes the pathway for waste constituents to migrate from a source

19. Natural conditions [illegible] water quality conditions unaffected by point and nonpoint sources of other sources of pollution

20. No Discharge Zone (NDZ) means a waterbody [illegible] discharges Marine Sanitation Devices (MSDs) are allowed on vessels on waterbodies so designated. All vessels located on such designated waterbodies shall be equipped with MSDs which discharge to a holding tank which shall be pumped out at a designated pump out location or shall discharge legally outside the boundary of the United States.

21. Outstanding recreational or ecological resource waters means waters which are of exceptional recreational or ecological importance or of unusual value. Such waters may include, but are not limited to, waters in national or state parks or wildlife refuges, waters supporting threatened or endangered species,

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waters under the National Wild and Scenic Rivers Act or South Carolina Scenic Rivers Act, waters known o be significant nursery areas for commercially important species or known to contain significant commercial or public shellfish resources; or waters used for or having significant value for scientific research and study.

22. Prohibited Area means an area adjacent to point source discharges or other sources of potential contamination in shellfish growing waters where the gathering of clams, mussels, or oysters is prohibited to protect public health.

23. Primary contact recreation means any activity with the intended purpose of direct water contact by the human body to the point of complete submergence, including but not limited to swimming, water skiing, and skin diving.

24. Propagation means the continuance of species through reproduction and growth in the natural environment, as opposed to the maintenance of species by artificial culture and stocking.

25. Public water system means any public or privately owned waterworks system which provides drinking water for human consumption, except those serving a single private residence or dwelling.

26. Recharge area means an area where an underground source of drinking water is poorly confined, is under water table conditions, and has a downward component of flow from the water table into the underground source of drinking water.

7. Secondary contact recreation means any activity occurring on or near the water which does not have an tended purpose of direct water contact by the human body to the point of complete submergence, including but not limited to fishing, boating, canoeing, and wading.

28. Shellfish harvesting means taking of bivalve mollusks, specifically clams, mussels, or oysters, for direct marketing or human consumption.

29. Source for drinking water supply means any source of surface water which is used for domestic consumption, or used in connection with the processing of milk, beverages, food or for other purposes which required finished water meeting regulations [40 CFR Part 141 and 40 CFR Part 143] established pursuant to the Safe Drinking Water Act (Public Law 93-523, 95-190) applicable to public water systems.

30. Tidal saltwaters means those waters whose elevation is subject to changes due to oceanic tides and which have chloride ion content in excess of 250 milligrams per liter (mg/l) (salinity = 0.48 parts per thousand).

31. Toxic wastes means those wastes or combinations of wastes including [illegible] agents which, after discharge and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, may cause death, disease, [illegible] cancer, genetic mutations, physiological malfunctions (including malfunctions in reproduction), physical deformations, or restrict or impair growth in such organisms or their offspring.

32. Underground source of drinking water (USDW) means an aquifer or its portion:

a. Which supplies any public water system; or

b. Which contains a sufficient quantity of ground water to supply a public water system, and

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(1) Currently supplies drinking water for human consumption, or

(2) Contains water with fewer than ten thousand milligrams per liter total dissolved solids.

33. Water table means that level below the land surface at which all the voids are filled with water at a pressure equal to atmospheric.

34. Weekly average means the average of all samples taken during any consecutive seven day period.

35. Zone of Initial Dilution (ZID) means that minimal area of a mixing zone immediately surrounding the outfall where water quality criteria are not met, provided there is no acute toxicity to drifting organisms and public health and welfare are not endangered.

C APPLICABILITY OF STANDARDS.

1. The water quality standards are applicable to both surface waters and ground waters unless indicated otherwise.

2.a. With the exception of human health criteria listed in Section E.12, the numeric standards of Sections E and F of this regulation are applicable to any flowing waters when the flow rate is equal to or greater than the minimum seven day average flow rate that occurs with an average frequency of once in ten years (7Q10).

The Department shall consider conditions other than 7Q10 where appropriate to protect classified and existing uses, such as below dams and in tidal situations. Uses in all waters shall be protected to the greatest extent possible, regardless of flow

3 Intermittent streams and ephemeral streams shall be considered waters of the State. The use classification and numeric standards of the class of the stream to which intermittent and ephemeral streams are tributary shall apply, disregarding any site-specific numeric standards for the named waterbody.

4. The standards of adjacent waters must be maintained in basins excavated from high ground and constructed solely for berthing vessels. The standards of the adjacent waters must also be maintained with regard to impacts from created marina basins.

5 Where surface waters are not classified by name (unlisted) in R 61-69, Classified Waters, the use classification and numeric standards of the class of the stream to which they are tributary shall apply, disregarding any site-specific numeric standards for the named waterbody. In tidal areas where an unlisted tributary flows between two differently classified waterbodies, the more stringent numeric standards of the classified waters apply to the unlisted tributary, disregarding any site-specific numeric standards for these waterbodies. This does not preclude the development of site-specific criteria for [illegible]

6. Because of natural conditions some surface and ground waters may have characteristics outside the standards established by this regulation. Such natural conditions do not constitute a violation of the water quality standards, however, degradation of existing water quality is prohibited unless consistent with Sect D.4 of this regulation.

7. A region or zone (called a mixing zone) in which one or more specified water quality standards for classified uses are not applicable may be allowed by the Department. The size of the mixing zone shall be

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kept to a minimum and may be determined on an individual project basis considering biological, chemical, [illegible]ngineering, hydrological and physical factors

a. Surface Waters: Mixing zones do not always meet chronic criteria. Zones of Initial Dilution (ZIDs) do not always meet acute and chronic criteria. The mixing zone shall allow safe passage of aquatic organisms when passage is otherwise unobstructed, and shall allow for the protection and propagation of a balanced indigenous aquatic community in and on the water body. The mixing zone size shall be based upon critical flow conditions. The mixing zone shall not be an area of waste treatment nor shall it interfere with or impair existing recreational uses, existing drinking water supply uses, existing industrial or agricultural uses, or existing or classified shellfish harvesting uses. The mixing zone shall not produce undesirable aquatic organisms or result in a dominance of nuisance species outside of the assigned mixing zone or endanger the public health and welfare.

b. Ground waters: The numeric standards for Class GB ground water, Section H.9, are applicable unless a mixing zone solely within the bounds of the applicant's property, setting forth certain conditions, is granted by the Department. Such a mixing zone shall be granted upon satisfactory demonstration to the Department that:

1. Reasonable measures have been taken or binding commitments are made to minimize the addition of contaminants to ground water and/or control the migration of contaminants in ground water;

2. The ground water in question is confined to a shallow geologic unit which has little or no potential of being an Underground Source of Drinking Water, and discharges or will discharge to surface waters [illegible]thout contravening the surface water standards set forth in this regulation;

3. The contaminant(s) in question occurs on the property of the applicant, and there is minimum possibility for ground water withdrawals (present or future) to create drawdown such that contaminants would flow off-site ; and

4. The contaminants or combination of contaminants in question are not dangerously toxic, mobile, or persistent.

8. Site-specific numeric standards for surface waters may be established by the Department to replace the numeric standards of Sections E and G of this regulation or to add new standards not contained in this regulation. Establishment of such standards shall be subject to public participation and administrative procedures for adopting regulations. In addition, such site-specific numeric standards shall not apply to tributary or downstream waters unless specifically described in the water classification listing R.61-69 Classified Waters.

9. In classifying and adopting standards for the waters of the State, the Department con[illegible]:

a. The size, depth, surface area covered, [illegible] flow direction [illegible] temperature of the water;

b. The character of the district bordering such water and its suitability for the [illegible] [illegible]serving it and encouraging the most appropriate use of the lands bordering on such water for [illegible]dential, agricultural, industrial, or recreational purposes;

c. The uses which have been made, are being made, may be made [illegible] be made [illegible] for transportation, domestic, and industrial consumption [illegible] swimming, fishing, [illegible]

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prevention, sewage disposal or other uses;

d. The present quality of such waters; and

e. Information, about the four items above, from government agencies, interested groups, and the public.

D. ANTIDEGRADATION RULES.

1. Existing water uses and the level of water quality necessary to protect these existing uses shall be maintained and protected regardless of the water classification and consistent with the policies below.

a. A new activity or expansion of an existing activity shall not be allowed in Class ORW or Shellfish Harvesting Waters if it would exclude, through establishment of a prohibited area, an existing shellfish harvesting or culture use. A new activity or expansion of an existing activity which will result in a prohibited area may be allowed in Class SA or Class SB waters when determined to be appropriate by the Department.

b. Existing uses and water quality necessary to protect these uses are presently affected or may be affected by instream modifications or water withdrawals. The streamflows necessary to protect classified and existing uses and the water quality supporting these uses shall be maintained consistent with riparian rights to reasonable use of water

c. Existing or classified ground water uses and the conditions necessary to protect those uses shall be maintained and protected.

2. Where surface water quality exceeds levels necessary to support propagation of fish, shellfish, and wildlife, and recreation in and on the water, that quality shall be maintained and protected unless the Department finds, after intergovernmental coordination and public participation, that allowing lower water quality is necessary to important economic or social development in the areas where the waters are located. In allowing such lower water quality, water quality adequate to fully protect existing and classified uses shall be maintained. The highest statutory and regulatory requirements for all new and existing point sources shall be achieved and all cost-effective and reasonable best management practices for nonpoint source control shall be achieved within the State's statutory authority and otherwise encouraged.

3. The water quality of outstanding resource surface waters designated as Class ORW shall be maintained and protected through application of the standards for Class ORW as described in Section G 4 and 5. The Department may determine, through the classification process, that some Class ORW waters are nationally significant. Upon such determination, all activities described in Section G 4 and 5 shall be prohibited.

4. Certain natural conditions may cause a depression of dissolved oxygen in surface waters while existing and classified uses are still maintained. The Department shall allow a dissolved oxygen depression in these naturally low dissolved oxygen waterbodies as prescribed below.

a. Under these conditions the quality of the surface waters shall not be cumulatively lowered more than 0.1 mg/l for dissolved oxygen from point sources and other activities, or

Where natural conditions alone create dissolved oxygen concentrations less than 110 percent of the applicable water quality standard established for that waterbody, the minimum acceptable concentration is 90 percent of the natural condition. Under these circumstances, an anthropogenic dissolved oxygen depression greater than 0.1 mg/l shall not be allowed unless it is demonstrated that resident aquatic species

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shall not be adversely affected. The Department may modify permit conditions to require appropriate instream biological monitoring

c. The dissolved oxygen concentrations shall not be cumulatively lowered more than the deficit described above utilizing a daily average unless it can be demonstrated that resident aquatic species shall not be adversely affected by an alternate averaging period.

E. GENERAL RULES AND STANDARDS APPLICABLE TO ALL WATERS.

1. The General Assembly of South Carolina in the Act has declared the following policy: "It is declared to be the public policy of the State to maintain reasonable standards of purity of the air and water resources of the State, consistent with the public health, safety and welfare of its citizens, maximum employment, the industrial development of the State, the propagation and protection of terrestrial and marine fauna and flora, and the protection of physical property and other resources. It is further declared that to secure these purposes and the enforcement of the provisions of this Act, the Department of Health and Environmental Control shall have authority to abate, control and prevent pollution."

2. The classes and standards described in Section G and H of this regulation implement the above State policy by protecting the waters of South Carolina. Consistent with the above policy, the Department adopts the following general standards in items 3-14 for all waters of South Carolina.

3. Any discharge into State waters must be permitted by the Department and receive a degree of treatment and/or control which shall produce an effluent which is consistent with the Act, the Clean Water Act (P L 92-500, 95-217, 97-117, 100-4), this regulation, and related regulations. No permit issued by the Department shall be interpreted as creating any vested right in any person Additionally, any discharge into State waters containing sanitary wastes shall be effectively disinfected as necessary to meet the appropriate standards of this regulation. The Department may require best management practices (BMPs) for control of stormwater runoff as part of the requirements of an NPDES permit, a State construction permit, or a State 401 Water Quality Certification

4. All ground waters and surface waters of the State shall at all times, regardless of flow, be free from:

a. Sewage, industrial waste, or other waste that will settle to form sludge deposits that are unsightly, putrescent, or odorous to such degree as to create a nuisance, or interfere with classified water uses or existing water uses;

b. Floating debris, oil, grease, scum, and other floating material attributable to sewage, industrial waste, or other waste in amounts sufficient to be unsightly to such degree as to create a nuisance, or interfere with classified water uses or existing water uses;

c. Sewage, industrial, or other waste which produce taste or odor or change the existing color or physical, chemical, or biological conditions in the receiving waters or aquifer to such degree as to create a nuisance, or interfere with classified water uses (except classified uses within mixing zones as described in this regulation) or existing water uses, and,

d. High temperature, toxic, corrosive, or deleterious substances attributable to sewage, industrial waste, or other waste in concentrations or combinations which interfere with classified water uses (except classified uses within mixing zones as described in this regulation), existing water uses, or which are harmful to human, animal, plant or aquatic life

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5. Waters where classified uses are not being attained can be reclassified for protection of an attainable use and standards designated for that use where

a. Natural conditions prevent the attainment of the use; or

b. Natural, ephemeral, intermittent, low flow conditions, or water levels prevent the attainment of the use; or

c. Human caused conditions or sources prevent the attainment of the use and cannot be remedied or would cause more environmental damage to correct than to leave in place; or

d. Dams, diversions, or other types of hydrologic modifications preclude the attainment of the use, and it is not feasible to restore the waterbody to its original condition or to operate such modification in a way that would result in the attainment of the use; or

e. Physical conditions related to the natural features of the water body, such as the lack of a proper substrate, cover, flow, depth, pools, riffles, and the like, preclude attainment of aquatic life protection uses; or

f. Controls more stringent than those required by Sections 301(b) and 306 of the Clean Water Act would result in substantial and widespread economic and social impact.

6. Prior to removing any uses, notice and an opportunity for a public hearing shall be provided.

Discharge of fill into State waters is not allowed unless the activity is consistent with Department regulations and will result in enhancement of classified uses with no significant degradation to the aquatic ecosystem or water quality.

8. Direct discharges from waste treatment facilities to estuaries, lakes or streams flowing to lakes shall be prohibited or limited if the discharge would result in or if the waters experience growths of microscopic or macroscopic vegetation such that the water quality standards would be violated or the existing or classified uses of the waters would be impaired. Loading of nutrients shall be addressed on a case-by-case basis.

9.a. The water temperature of all Freshwaters which are free flowing shall not be increased more than 5 °F (2.8 °C) above natural temperature conditions and shall not exceed a maximum of 90 °F (32.2 °C) as a result of the discharge of heated liquids unless a different temperature standard as provided for in C.8 has been established, a mixing zone as provided in C.7 has been established, or a Section 316(a) determination under the Federal Clean Water Act has been completed

b. The weekly average water temperature of all Shellfish Harvesting, Class SA and Class SB waters shall not exceed 4 °F (2.2 °C) above natural conditions during the fall, winter or spring, and shall not exceed 1.5 °F (0.8 °C)) above natural conditions during the summer as a result of the discharge of heated liquids unless a different temperature standard as provided for in C.8 has been established, a mixing zone as provided for in C.7 has been established, or a Section 316(a) determination under the Federal Clean Water Act has been completed

The weekly average water temperature of all Freshwaters which are lakes or reservoirs shall not be increased more than 5 °F (2.8 °C) above natural conditions and shall not exceed 90 °F (32.2 °C) as a result of the discharge or heated liquids unless a different temperature standard as provided for in C.8 has been established, a mixing zone as provided in C.7 has been established, or a Section 316(a) determination

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under the Federal Clean Water Act has been completed.

10. A list of water quality standards based on organoleptic data (prevention of undesirable taste and odor) is adopted herein. Those substances and their standards adopted are listed in Appendix 3. For those substances which have aquatic life and/or human health standards and organoleptic standards, the most stringent of the three shall be used for derivation of permit limitations.

11. Numeric criteria for all class surface waters are adopted for toxic pollutants for which the Environmental Protection Agency (EPA) has published national criteria to protect aquatic life pursuant to Section 304(a) of the Federal Clean Water Act and for ammonia and chlorine. No numeric criteria are listed in this regulation; however, the national numeric criteria developed and published by EPA are hereby incorporated into this regulation by reference. Reference documents for these national criteria are listed in Appendix 1.

a. Application of National criteria to protect aquatic life in South Carolina.

(1) The not to be exceeded value for national criteria published in 1980 or the one-hour average value for national criteria published in 1985 or later shall be used as an acute toxicity number for calculating effluent limitations.

(2) The 24-hour average for national criteria published in 1980 or the four-day average for national criteria published in 1985 or later shall be used as a chronic toxicity number for calculating effluent limitations.

(3) If metals concentrations for national criteria are hardness-dependent, the chronic and acute
ncentrations shall be based on 50 mg/l hardness if the ambient hardness is less than 50 mg/l
Concentrations shall be based on the actual mixed stream hardness if it is greater than 50 mg/l

(4) If separate national criteria are given for fresh and salt waters, they shall be applied as appropriate

(5) EPA has developed national criteria for the following compounds. New national criteria shall be considered by South Carolina when EPA publishes them as final in the Federal Register and they shall be named in revisions to this regulation if accepted for use in South Carolina.

Compounds with national criteria to protect aquatic life:

Metals (10)	
Arsenic	Mercury
Cadmium	Nickel
Chromium [illegible]	Selenium
Copper	Silver
Lead	Zinc
Pesticides and PCBs (19)	
a-Endosulfan	Toxephene
b-Endosulfan	
[illegible]	
b-BHC	
g-BHC (Lindane)	Aroclor 1016
[illegible]	Aroclor 1221
Dieldrin	Aroclor 1232
4,4'-DDT	Aroclor 1242
Endrin	Aroclor 1248

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Heptachlor — Aroclor 1254

Heptachlor Epoxide — Aroclor 1260

Acid Extractable Organic (1)
Pentachlorophenol

Miscellaneous (3)
Total cyanides
Total residual chlorine
Unionized ammonia

(6) If the State develops site-specific criteria for any substances for which EPA has developed national criteria, the site-specific criteria shall supersede the national criteria.

b. Derivation of Effluent Limits

(1) National criteria for substances listed in 11.a.(5) above shall be used by the Department to derive NPDES permit effluent limits for new and existing wastewater discharges except as provided for in (2), (3), (4) and (5) be low.

(2) When the derived effluent limit is below the limits of analytical detectability for a substance, either the derived effluent limit shall include an accompanying statement in the permit that the detection limit using approved analytical methods shall be considered as being in compliance with the limit or an effluent limit based on limits of detectability may be established In both cases, appropriate biological monitoring quirements shall be incorporated into the permit to determine compliance with appropriate water quality ndards. Additionally, if naturally occurring instream concentrations for a substance is higher than the derived limit, the Department may establish permit limits at a level higher than the derived limit, but no higher than the natural background concentration. In such cases, the Department may require effluent toxicity testing an d/or instream monitoring.

(3) NPDES permit effluent limits shall normally be expressed on the permits as total recoverable metals, but the Department may utilize a federally-approved methodology to predict the dissolved fraction, partitioning coefficient, or the bioavailable portion of metals in calculating these limits.

(4) Except as provided herein, where application of drinking water Maximum Contaminant Levels (MCLs) using annual average flow results in permit effluent limitations more stringent than limitations derived from other applicable human health, aquatic life, or organoleptic numeric values; MCLs shall be used in establishing permit effluent limitations for human health protection The Department may after Notice and Intent included in a notice of a proposed National Pollutant Discharge Elimination System (NPDES) permit in accordance with Regulation 61-9 124 10, determine that drinking water MCLs shall not apply to discharges to those waterbodies where there is: no potential to affect an existing or proposed drinking water source and no state-delineated source water protection area. For purposes of this section, a proposed drinking water source is one for which a complete permit application, including plans and specifications for the intake, is on file with the Department at the time of consideration of an NPDES permit application for a discharge that will affect or has the potential to affect the drinking water source.

(5) Site-specific permit effluent limits and alternate criteria less stringent than those derived in accordance with Sections 11.b (1), (2), (3) and (4) above may be derived where it is demonstrated that such limits and criteria shall maintain classified and existing uses, adequate opportunity for public participation in such derivation process has occurred, and the effluent shall not cause criteria for human health to be exceeded Where a site-specific permit effluent limit and alternate criteria have been derived such derivation shall be

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-ubject to EPA review as appropriate. Also, at a minimum, opportunity for input in derivation of a site pecific permit effluent limit and alternate criterion shall be provided via public notice in NPDES permit notices.

c. Evaluation of Ambient Water Quality

(1) If the national criterion described in Section (a) above is lower than the analytical detection limit, the criterion is not considered violated if the ambient concentration is below the detection limit and the instream indigenous biological community is not adversely impacted.

(2) If the ambient concentration is higher than the national criterion described in Section (a) above, the criterion is not considered violated if biological monitoring has demonstrated that the instream indigenous biological community is not adversely impacted.

12.a. State ambient water quality standards to protect human health are adopted herein. Those substances and their standards adopted are listed in Appendix 2.

b. State water quality standards for human health protection specified in Section 11.a above shall be applicable to surface waters at a design condition of average annual flow or average tidal dilution, whichever is appropriate. However, the Department shall consider flows less than the design where appropriate to protect drinking water sources, such as below dams. The Department shall review new or revised EPA criteria for adoption by South Carolina when published in final form by EPA. When the derived effluent limits for human health purposes is below the limits of analytical detectability for a ıbstance, the derived effluent limit will include an accompanying statement in the permit that the etection limit using approved analytical methods will be considered as being in compliance with the limit. Additionally, if the natural instream concentration for a substance is higher than the derived limit, the Department may establish permit limits at a level higher than the derived limit, but no higher than the instream natural conditions at flow conditions described above

c. Adoption of EPA human health criteria does not preclude the Department from considering health effects of other pollutants or from considering new or revised EPA criteria when developing effluent permit conditions.

d. The Department may require biological monitoring in NPDES permits to further ascertain any bioaccumulative effects of pollutants.

13. The Department may consider other scientifically defensible published data which are appropriate for use in developing permit limits and evaluating water quality for constituents for which EPA has not developed national criteria or South Carolina has no standards. The Department must notify the permittee that other such data were used in developing permit limits and provide justification for their use.

14. Tests or analytical methods to determine compliance or non-compliance with standards [illegible] in accordance with methods and procedures approved by the Department and the U.S. Environmental Protection Agency (EPA). In making any tests or applying analytical methods to determine compliance or non-compliance with water quality standards, representative samples shall be collected [illegible] methods and procedures approved by the Department and EPA. Consideration of representative sample methods shall include the following.

a. Surface water and ground water samples shall be collected so as to permit a realistic appraisal of quality and actual or potential damage to existing or classified water uses. For ground water [illegible]

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be given to, but shall not be limited to, depth to water table, flow direction, and velocity For surface vaters, time of day, flow, surface area, and depth shall be considered

b. Biological assessment methods may be employed in appropriate situations to determine abnormal nutrient enrichment, median tolerance limits (TLm), concentration of toxic substances, acceptable instream concentrations, or acceptable effluent concentrations for maintenance of a balanced indigenous aquatic community.

c. Temporal distribution of samples in tidally influenced waters shall cover the full range of tidal conditions.

F. NARRATIVE BIOLOGICAL CRITERIA.

1. Narrative biological criteria are contained in this regulation and are described throughout the following sect ions.

2. In the Purpose and Scope Section, narrative biological criteria in Section A.4 describe the goals of the Department to maintain and improve all surface waters to a level that provides for the survival and propagation of a balanced indigenous aquatic community of fauna and flora.

3 In the Applicability of Standards Section, C 7 a describes narrative biological criteria relative to mixing zone s.

. In the Antidegradation Rules, Section D.1.a describes narrative biological criteria relative to activities in utstanding Resource Waters and Shellfish Harvesting Waters

5 In the General Rules Section, narrative biological criteria relative to activities in all waters are described in E 1, E.7, E.11.b(2), E.11 c (1), E 11 c (2), E.12 e, and E 14 b

6 In the Class Descriptions, Designations, and Specific Standards for Surface Waters Section, all water use classifications protect for a balanced indigenous aquatic community of fauna and flora. In addition, Trout Natural and Trout Put, Grow, and Take classifications protect for reproducing trout populations and stocked trout populations, respectively.

G. CLASS DESCRIPTIONS, DESIGNATIONS, AND SPECIFIC STANDARDS FOR SURFACE WATERS.

1 All surface waters of the State, except as discussed in Section C, shall be identified within one of the classes described below. The Department may determine in accordance with Section 312 of the Clean Water Act that for some waterbodies (or portions of waterbodies), the designation of No Discharge Zone (NDZ) for Marine Sanitation Devices (MSDs) shall be enacted with application of the existing classified standards of the waterbody. Those waters classified by name shall be listed in Regulation [illegible] along with the NDZ designation, if applicable.

2 Where a surface water body is tributary to waters of a higher class, the quality of the water in the tributary shall be protected to maintain the standards of the higher classified receiving water

3 For items not listed in each class, criteria published pursuant to Section 304(a) of the Federal Clean Water Act or other documents shall be used as guides to determine conditions which protect [illegible]

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4. Outstanding Resource Waters (ORW) are freshwaters or saltwaters which constitute an outstanding ecreational or ecological resource or those freshwaters suitable as a source for drinking water supply purposes with treatment levels specified by the Department

QUALITY STANDARDS FOR OUTSTANDING RESOURCE WATERS	
ITEMS	STANDARDS
a. Dissolved oxygen, fecal coliform, pH, temperature, turbidity, or other parameters.	Water quality conditions shall be maintained and protected to the extent of the Department's statutory authority. Numeric standards for Class ORW shall be those applicable to the classification of the waterbody immediately prior to reclassification to Class ORW, including consideration of natural conditions.

5. In order to maintain the existing quality of Class ORW waters the following additional standards apply:

ITEMS	STANDARDS
a. Discharge from domestic, industrial, or agricultural waste treatment facilities; open water dredged spoil disposal.	None allowed.
b. Stormwater and other nonpoint source runoff including that from agricultural uses or permitted discharge from aquaculture, consistent with Antidegradation Rules. production facilities, and uncontaminated groundwater from mining.	Allowed if water quality necessary for existing and classified uses shall be maintained and protected concentrated aquatic animal
c. Dumping or disposal of garbage, cinders, ashes, oils sludge, or other refused	None allowed
d. Activities or discharges from waste treatment facilities in waters upstream or tributary shall be maintained and protected to ORW waters.	Allowed if water quality necessary for existing and classified uses consistent with Antidegradation Rules.

6. Trout Waters. The State recognizes three types of trout waters: Natural; Put, Grow, and Take; and Put and Take.

a. Natural (TN) are freshwaters suitable for supporting reproducing trout populations and a cold water balanced indigenous aquatic community of fauna and flora. Suitable also for uses listed in Freshwaters

b. Put, Grow, and Take (TPGT) are freshwaters suitable for supporting growth of stocked trout populations and a balanced indigenous aquatic community of fauna and flora. Suitable also for uses listed in Freshwaters

c. Put and Take (TPT). The standards of Freshwaters classification protect these uses.

The standards below protect the uses of Natural and Put, Grow and Take trout waters.

QUALITY STANDARDS FOR TROUT WATERS	
ITEMS	STANDARDS
a. Dissolved oxygen, fecal coliform, pH, temperature, turbidity, or other parameters.	Water quality conditions shall be maintained and protected to the extent of the Department's statutory authority. Numeric standards for Class TN and TPGT shall be those applicable to the classification of the waterbody immediately prior to reclassification to Class TN and TPGT, including consideration of natural conditions.

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b. Treated wastes, toxic wastes, deleterious substances, colored or other wastes, except those given in a. above.	None alone or in combination with other substances or wastes in sufficient amounts to be injurious to reproducing trout populations in natural waters or stocked populations in put, grow, and take waters or in any manner adversely affect the taste, color, odor, or sanitary condition thereof or impair the waters for any other best usage as determined for the specific waters which are assigned to this class.
c. Toxic pollutants listed in Section 307 of the Federal Clean Water Act and for which EPA has developed national criteria and ammonia and chlorine.	As prescribed in E.11. and E.12 of this regulation
d. Dissolved oxygen	Not less than 6 mg/l.
e. Fecal coliform.	Not to exceed a geometric mean of 200/100 ml, based on five consecutive samples during any 30 day period; nor shall more than 10% of the total samples during any 30 day period exceed 400/100ml.
f. pH.	Between 6.0 and 8.0.
g. Temperature.	Not to vary from levels existing under natural conditions, unless determined that some other temperature shall protect the classified uses.
h. Turbidity.	Not to exceed 10% above natural conditions, provided existing uses are maintained

8. Freshwaters (FW) are freshwaters suitable for primary and secondary contact recreation and as a source for drinking water supply after conventional treatment in accordance with the requirements of the Department. Suitable for fishing and the survival and propagation of a balanced indigenous aquatic community of fauna and flora Suitable also for industrial and agricultural uses.

QUALITY STANDARDS FOR FRESHWATERS ITEMS	STANDARDS
a. Garbage, cinders, ashes, sludge, or other refuse.	None allowed
b. Treated wastes, toxic wastes deleterious substances, [illegible] given in [illegible] above	None alone or [illegible] other substances or [illegible] sufficient amounts to [illegible] waters unsafe or unsuitable for primary contact recreation or to impair the waters for any other best usage as determined for the specific waters which are assigned to this class
c. Toxic pollutants listed in Section 307 of the Federal Clean Water Act and for which EPA has developed national criteria and ammonia and chlorine	As prescribed in E.11. and E.12. of this regulation
d. Dissolved oxygen	Daily average not less than 5.0 mg/l with a [illegible]
e. Fecal coliform	Not to exceed a [illegible]

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	consecutive samples during any 30 day period; nor shall more than 10% of the total samples during any 30 day period exceed 400/100 ml.
f. pH.	Between 6.0 and 8 5.
g. Temperature.	As prescribed in E.9 of this regulation.

9. Shellfish Harvesting Waters* (SFH) are tidal saltwaters protected for shellfish harvesting. Suitable also for uses listed in Class SA and Class SB.

QUALITY STANDARDS FOR SHELLFISH HARVESTING WATERS

ITEMS	STANDARDS
a. Garbage, cinders, ashes, oils, sludge, or other refuse.	None allowed.
b. Treated wastes, toxic wastes, deleterious substances, colored or other wastes except those given in (a) above	None alone or in combination with other substances or wastes in sufficient amounts to adversely affect the taste, color, odor, or sanitary condition of clams, mussels, or oysters for human consumption; or to impair the waters for any other best usage as determined for the specific waters which are assigned to this class.
c. Toxic pollutants listed in Section 307 of the Federal Clean Water Act and for which EPA has developed national criteria and ammonia and chlorine.	As prescribed in E.11 and E.12 of this regulation
d. Dissolved oxygen.	Daily average not less than 5 0 mg/l with a low of 4 mg/l.
e. Fecal coliform.	Not to exceed an MPN fecal coliform geometric mean of 14/100 ml; nor shall more than 10% of the samples exceed an MPN of 43/100 ml
f. pH.	Shall not vary more than 3/10 of a pH unit above or below that of effluent-free waters in the same geological area having a similar total salinity, alkalinity and temperature, but not lower than 6.5 or above 8 5
g. Temperature.	As prescribed in E.9 of this regulation

h. *The Department may designate prohibited areas where shellfish harvesting for market purposes or human [illegible] allowed, consistent with the Antidegradation [illegible]

b) Class SA are tidal saltwaters suitable for primary and secondary contact recreation. Suitable also for uses listed in Class SB with the same exception.

QUALITY STANDARDS FOR CLASS SA WATERS

ITEMS	STANDARDS
a. Garbage, cinders, ashes, sludge, or other refuse.	[illegible]
b. Treated wastes, toxic wastes, deleterious substances, colored or other wastes except those given in (a) above	None alone or in combination with [illegible] substances or wastes in sufficient [illegible] affect the [illegible]

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	for any other best usage as determined for the specific waters which are assigned to this class. As prescribed in E.11 and E.12 of this regulation.
c. Toxic pollutants listed in Section 307 of the Federal Clean Water Act and for which EPA has developed national criteria and ammonia and chlorine.	
d. Dissolved Oxygen.	Daily average not less than 5.0 mg/l with a low of 4.0 mg/l
e. Fecal coliform.	Not to exceed a geometric mean of 200/100 ml, based on five consecutive samples during any 30 day period; nor shall more than 10% of the total samples during any 30 day period exceed 400/100 ml.
f. pH.	Shall not vary more than one-half of a pH unit above or below that of effluent-free waters in the same geological area having a similar total salinity, alkalinity and temperature, but not lower than 6.5 or above 8.5.
g. Temperature.	As prescribed in E.9 of this regulation.

11. Class SB are tidal saltwaters suitable for primary and secondary contact recreation, crabbing, and fishing, except harvesting of clams, mussels, or oysters for market purposes or human consumption. Also suitable for the survival and propagation of a balanced indigenous aquatic community of marine fauna and flora.

QUALITY STANDARDS FOR CLASS SB WATERS	
a. Garbage, cinders, ashes, sludge, or other refuse.	None allowed
b. Treated wastes, toxic wastes, deleterious substances, colored or other wastes except those given in a. above	None alone or in combination with other substances or wastes in sufficient amounts to be harmful to the survival of marine fauna and flora or the culture or propagation thereof, to adversely affect the taste, color, odor, or sanitary condition of fish for human consumption; to make the waters unsafe or unsuitable for secondary contact recreation, or to impair the waters for any other best usage as determined for the specific waters which are assigned to this class. As prescribed in E.11 and E.12 of this regulation.
c. Toxic pollutants listed in Section 307 of the Federal Clean Water Act and for which EPA has developed national criteria and ammonia and chlorine.	
d. Dissolved oxygen	Not less than 4.0 mg/l
e. Fecal coliform	Not to exceed a geometric mean of 200/100 ml based on five consecutive samples during any 30 day period; nor shall more than 10% of the total samples examined during any 30 day period exceed 400/100 ml.
f. pH	Shall not vary more than one-half of a pH unit above or below that of effluent-free waters in the same geological area having a similar total salinity, alkalinity and temperature, but not lower than 6.5 or above 8.5.

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	effluent-free waters in the same geological area having a similar total salinity, alkalinity and temperature, but not lower than 6 5 or above 8.5.
g. Temperature.	As prescribed in E.9 of this regulation.

H. CLASS DESCRIPTIONS AND SPECIFIC STANDARDS FOR GROUND WATERS.

1. All ground waters of the State, except within mixing zones, shall be identified within one of the classes described below.

2. It is the policy of the Department to maintain the quality of ground water consistent with the highest potential uses. Most South Carolina ground water is presently suitable for drinking water without treatment and the State relies heavily upon ground water for drinking water. For this reason, all South Carolina ground water is classified Class GB effective on June 28,1985.

3. The Department recognizes that Class GB may not be suitable for some ground water. Class GA is established for exceptionally valuable ground water and Class GC is established for ground water with little potential as an underground source of drinking water.

4. In keeping with this policy the Department declares that effective June 28, 1985, all ground waters of the State shall be protected, to the extent possible, to a quality consistent with the use associated with the classes described herein.

5. A ground water monitoring program approved by the Department may be required for any existing or proposed disposal system or other activities to determine the ground water quality affected by such systems or activities Such monitoring program may be required through the Department's permitting and certification programs.

6. Those ground waters which are classified Class GA or Class GC after petition and proper administrative procedures other than Class GB shall be described by location and listed in Regulation 61-69.

7. Class GA are those ground waters that are highly vulnerable to contamination because of the hydrological characteristics of the areas under which they occur and that are also characterized by either of the following two factors:

a. Irreplaceable, in that no reasonable alternative source of drinking water is available to substantial populations, or

b. Ecologically vital, in that the ground water provides the base flow for a particularly sensitive ecological system that, if polluted, would destroy a unique habitat

8. The goal is to protect these ground waters

QUALITY STANDARDS FOR CLASS GA GROUND WATERS

ITEMS	STANDARD
a. Treated wastes, toxic wastes, deleterious substances, or constituents thereof	None allowed

9. Class GB. All ground waters of the State, unless classified otherwise, shall be of the highest quality

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underground sources of drinking water (USDW) as defined in Section B

QUALITY STANDARDS FOR CLASS GB GROUND WATERS ITEMS	STANDARDS
a. Inorganic chemicals.	Maximum contaminant levels as set forth in R.61-58, State Primary Drinking Water Regulations.
b. Organic chemicals.	Maximum contaminant levels as set forth in R.61-58, State Primary Drinking Water Regulations.
c. Man-made radionuclides, priority pollutant volatile organic compounds, pesticides, herbicides, polychlorinated biphenyls, any other synthetic organic compounds not specified above, treated wastes, thermal wastes, deleterious substances, colored wastes or other wastes or constituents thereof.	Not to exceed concentrations or amounts such as to interfere with use, actual or intended, as determined by the Department.

10. Class GC are those ground waters not considered potential sources of drinking water and of limited beneficial use, i.e., ground waters that exceed a concentration of 10,000 mg/l total dissolved solids or are otherwise contaminated beyond levels that allow cleanup using methods reasonably employed in public water system treatment. These ground waters also must not migrate to Class GA or Class GB ground waters or have a discharge to surface water that could cause degradation

QUALITY STANDARDS FOR CLASS GC GROUND WATERS ITEMS	STANDARDS
a Treated wastes, toxic wastes, deleterious substances, or other constituents thereof	None which interfere with any existing use of an underground source of drinking water

I. SEVERABILITY

Should any section, paragraph, or other part of this regulation be declared invalid for any reason, the remainder shall not be affected

APPENDIX 1. WATER QUALITY CRITERIA FOR PROTECTION OF AQUATIC LIFE

Summaries of all criteria developed by EPA are published in the documentQuality Criteria for Water, EPA 440/5-86-001, available from:

U.S. Government Printing Office

Superintendent of Documents

N. Capitol and H Streets, N.W.

Washington, DC 20401

(202) 783-3238

The national criteria to protect aquatic life were published in documents which are available only from National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, VA 22161 (703) 487-4650

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.ummaries of the national criteria to protect aquatic life were published in the Federal Register when ' criteria documents were first made available by EPA

The following table gives the NTIS publication number and the Federal Register reference for each aquatic life criterion adopted by the Department.

POLLUTANT (CAS NUMBER)	NTIS NUMBER	FEDERAL REGISTER REFERENCE
	METALS	
Arsenic (440382)	PB85-227445	57 FR 60848, Dec. 22, 1992
Cadmium (440439)	PB85-227031	57 FR 60848, Dec. 22, 1992
Chromium +3,+6 (16065831, 18540299)	PB85-227478	57 FR 60848, Dec. 22, 1992
Copper (7440508)	PB85-227023	57 FR 60848, Dec. 22, 1992
Lead (7439921)	PB85-227437	57 FR 60848, Dec. 22, 1992
Mercury (7439976)	PB85-227452	57 FR 60848, Dec. 22, 1992
Nickel (7440020)	PB87-105359	57 FR 60848, Dec. 22, 1992
Selenium (7782492)	PB88-142237	57 FR 60848, Dec. 22, 1992
Silver (7440224)	PB81-117822	57 FR 60848, Dec. 22, 1992
Zinc (7440666)	PB87-153581	57 FR 60848, Dec. 22, 1992
	PESTICIDES AND PCBS	
a-Endosulfan (959988)	PB81-117574	57 FR 60848, Dec. 22, 1992
b-Endosulfan (33213659)	PB81-117574	57 FR 60848, Dec. 22, 1992
b-BHC (319857)	PB81-117657	
g-BHC (Lindane)(58899)	PB81-117657	57 FR 60848, Dec. 22, 1992
Aldrin (309002)	PB81-117301	57 FR 60848, Dec. 22, 1992
Dieldrin (60571)	PB81-117301	57 FR 60848, Dec. 22, 1992
4' DDT (50293)	PB81-117491	57 FR 60848, Dec. 22, 1992
drin (72208)	PB81-117582	57 FR 60848, Dec. 22, 1992
Heptachlor (76448)	PB81-117632	57 FR 60848, Dec. 22, 1992
Heptachlor Epoxide (1024573)	PB81-117632	57 FR 60848 Dec 22, 1992
Chlordane (57749)	PB81-117384	57 FR 60848, Dec. 22, 1992
Toxaphene (8001352)	PB87-105375	57 FR 60848, Dec. 22, 1992
Aroclors(PCBs) (60848) 1992	PB81-117798	57 FR 60848, Dec. 22
	OTHERS	
Pentachlorophenol (87865)	PB87-105391	57 FR 60848, Dec. 22, 1992
Cyanide (57125)	PB85-227460	57 FR 60848, Dec. 22, 1992
Chlorine (7782505)	PB85-227429	50 FR 30784, Jul. 29, 1985
Ammonia (764417)	PB85-227114	50 FR 39784, Jul. 29, 1985 [FN*]

[FN*]White sucker data deleted per July 30, 1992 memorandum from EPA. Based on discussions with EPA, the Department has removed temperature [illegible] to the national dataset.

APPENDIX 2 WATER QUALITY CRITERIA FOR PROTECTION OF HUMAN HEALTH

(all values are in ug/l unless otherwise noted)

[illegible] CAS Number)
Metals, Cyanide, Asbestos, and Dioxin

	Organism
[illegible] (7440360)	[illegible]
[illegible] (7440382)	[illegible]
Beryllium (7440417)	[illegible]
Cadmium (7440439)	[illegible]
Chromium (Total) (16065831)	[illegible]
Mercury (7439976)	[illegible]
Nickel (7440020)	[illegible]

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Selenium (7782492)	50	
Thallium (7440280)	2	6 3
Cyanide (57125)	200	220,000
Asbestos (1332214)		7,000,000 f/l
2,3,7,8-TCDD-Dioxin (1746015)		1 2 ppq

Volatile Compounds

Acrolein (107028)		780
Acrylonitrile (107131)		6.6
Benzene (71432)	5	710
Bromoform (75252)	100	3600
Carbon Tetrachloride (56235)	5	44
Chlorobenzene (108907)	100	21,000
Chlorodibromomethane (124481)	100	340
Chloroform (67663)	100	4700
Dichlorobromomethane (75274)	100	220
1,2-Dichloroethane (107062)	5	990
1,1-Dichloroethylene (75354)	7	32
1,2-Dichloropropane (78875)	5	39
1,3-Dichloropropylene (Cis & Trans) (542756)		1700
Ethylbenzene (100414)	700	29,000
Methyl Bromide (74839)		4000
Methylene Chloride (75092)	5	16,000
1,1,2,2-Tetrachloroethane (79345)		110
Tetrachloroethylene (127184)	5	88.5
Toluene (108883)	1000	200,000
1,2-Trans-Dichloroethylene (156605)	100	
1,1,1-Trichloroethane (71556)	200	
1,1,2-Trichloroethane (79005)	5	420
Trichloroethylene (79016)	5	810
Vinyl Chloride (75014)	2	5250

f/l. Number of fibers per liter of water - based on consumption of water only.
pq. parts per quadrillion

Acid Compounds

	MCL	Organism Consumption
2-Chlorophenol (95578)		400
2,4-Dichlorophenol (120832)		790
2,4-Dimethylphenol (105679)		2300
2-Methyl-4,6-Dinitrophenol (534521)		765
2,4-Dinitrophenol (51285)		14,000
Pentachlorophenol (87865)	1.0	82
Phenol (108952)		4,600,000
2,4,6-Trichlorophenol (88062)		65

Base/Neutral Compounds

Acenaphthene (83329)		2700
Anthracene (120127)		110,000
Benzidine (92875)		0 0054
Benzo(a)Anthracene ([illegible])		[illegible]
Benzo(a)Pyrene (50328)		[illegible]
Benzo(b)Fluoranthene ([illegible])		[illegible]
Benzo(k)Fluoranthene (207089)		[illegible]
Bis(2-Chloroethyl)Ether (111444)		[illegible]
Bis(2-Chloroisopropyl)Ether (108601)		170,000
Bis(2-Ethylhexyl)Phthalate (117817)		[illegible]
Butylbenzyl Phthalate ([illegible])		[illegible]
2-Chloronaphthalene (91587)		4300
Chrysene (218019)		[illegible]
Dibenzo(a,h)Anthracene (53703)		[illegible]
1,2-Dichlorobenzene ([illegible])	[illegible]	[illegible]
1,3-Dichlorobenzene (541731)		2600
1,4-Dichlorobenzene (106467)	75	2600
3,3-Dichlorobenzidine (91941)		0 77
Diethyl Phthalate (84662)		[illegible]
Dimethyl Phthalate ([illegible])		[illegible]
Di-n-Butyl Phthalate ([illegible])		[illegible]

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APPENDIX IV

PERMITS, MISCELLANEOUS LETTER, ETC.

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APPENDIX V

CONTINGENCY PLANS FOR SPILLS OF

OIL AND OTHER HAZARDOUS SUBSTANCES

BK X618PG750

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Mariner's Cay Marina Facility

Contingency Plan for the Spill of Oil or Other Hazardous Substances

April 7, 2006

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Contingency Plan for the Spill of Oil or Other Hazardous Substances

The Mariner's Cay Marina (MCM) facility will conduct its operations in such a manner to encourage all individuals who handle oil or other hazardous material to prevent spills through planning, good housekeeping, adequate equipment, proper maintenance and safe operations of related equipment. Should a spill of oil or other hazardous material occur, immediate action will be taken to contain the spill and stop any further release of the material. All responsible parties and jurisdiction agencies will be immediately notified of the spill.

Procedure for Reporting Spills

The following agencies will be immediately notified if a spill occurs.

State and Federal:	
SCDHEC Emergency Response Section, Columbia, SC	888-481-0125
EPA, Atlanta, GA	404-347-4062
USCG at Georgetown, SC	843-724-7683
USCG at Charleston, SC	843-724-7683
National Response Center, Washington, DC	800-424-8802
SCDHEC-OCRM, Charleston, SC	843-744-5838
Local:	
Fire Department- City of Folly Beach Fire Department	Emergency: 911
Police/Sheriff- City of Folly Beach Police Department	Emergency: 911
Trident SCDHEC	843-740-1590

As much pertinent information as possible will be given, including:

Location of Spill;
Source of Spill;
Time of Spill;
Volume of Spill;
Nature and potential danger of spilled material;
Anticipated movement of spill material;
Responsible Party (name, address, phone number, etc.);
Action already taken, and;
Weather conditions at spill site.

MCM personnel and boat owners will cooperate with all governmental agencies to facilitate proper implementation of the "State of South Carolina Contingency Plan for Spills and Releases of Oil & Hazardous Substances" prepared by the S.C. Department of Health and Environmental Control. A copy of this plan (in part) is attached.

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Spill Containment and Cleanup

Upon discovering a spill, MCM personnel will immediately make every effort to contain the spill and stop it at its source, when this can be done without danger to the health and safety of those involved. Containment may involve blocking stormwater drains, building berms and/or dikes, deploying booms and/or absorbent materials and other barriers to prevent the spread of the pollutant, and other measures to minimize health and environmental damage.

Cleanup and removal of spill material and spill contaminated materials will be undertaken after consultation with appropriate governmental agencies to determine the best method(s) for removal. The marina has contracted with (or consulted with) the following private company to conduct any cleanup of spills at the MCM.

General Engineering & Environmental, LLC
2040 Savage Road
Charleston, South Carolina 29407

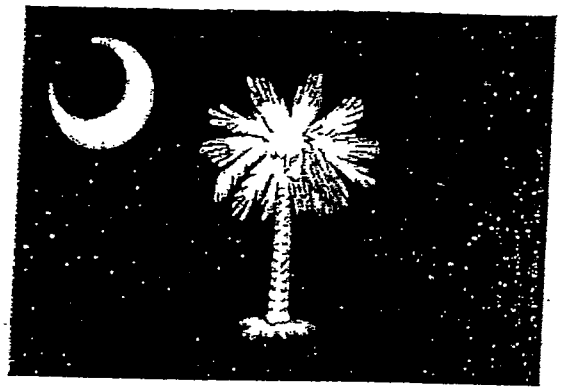
Telephone: 843-769-7378
Fax: 843-769-7397

Disposal of the pollutant and/or pollutant contaminated material will be in a manner and location as approved by the South Carolina Department of Health and Environmental Control.

Spill Handling Procedures

Spill handling procedures will be in accordance with the latest edition of the "State of South Carolina Contingency Plan for Spill and Releases of Oil & Hazardous Substances" prepared by the South Carolina Department of Health and Environmental Control. A copy of this plan is included in this appendix.

BK X618PG753



State of South Carolina

Contingency Plan

For Spills and Releases of Oil & Hazardous Substances

D H E C

PROMOTE PROTECT PROSPER

2003 Edition

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STATE OF SOUTH CAROLINA OIL AND HAZARDOUS SUBSTANCES CONTINGENCY PLAN

Subpart A - Introduction

300.1 Purpose and objective.

Prevention of spills of oil and hazardous substances is the best possible method of spill control. Encouraging all individuals who handle such materials to avoid spills through planning, housekeeping, equipment maintenance, and safe handling practices stress this control method. However, in the event a spill does occur, immediate action by all responsible parties and jurisdictional agencies is required. Therefore, the purpose of this plan is to provide for a pattern of coordinated and integrated response by agencies of the State and Federal governments in order to protect the public health and the environment from the effects and consequences of spills. This plan also outlines the responsibilities and capabilities of State and Federal groups and encourages the development of other government and private capabilities to handle spill incidents.

The State On-Scene Coordinator must use and insure that response actions/operations are consistent with the National Contingency Plan (NCP), the State of South Carolina Contingency Plan (this plan), and the S.C. Emergency Operations Plan (SCEOP).

This plan does not supersede the National Contingency Plan. The intent of the plan is to provide and establish procedures to respond to spills in conjunction with or in the absence of Federal response actions.

The objectives of this plan are to provide for efficient, coordinated action to minimize damage from oil and hazardous substance discharges, including containment, cleanup, and disposal. This plan, including the annexes, provides for:

- Coordinating between Local, County, and other State plans.
- The establishment of a simple, effective procedure for reporting spills so that the first observer of a spill incident can initiate the alert, thus insuring the earliest possible notice to the State.
- A procedure to designate a State Response Team, State On-Scene Coordinator (SOSC), and District Response Teams who have the responsibility to alert and coordinate the resources of manpower, equipment, and materials to control, contain, and cleanup spills.
- The assignment of duties and responsibilities among State Agencies and departments for coordination with Federal and local agencies, such as the U.S. Environmental Protection Agency, U.S. Coast Guard, and local response organizations such as fire departments, police, and County Emergency Preparedness divisions.
- The development of local contingency plans and mutual assistance groups so that the spiller can take prompt, effective action in the control and cleanup operations, thereby, minimizing financial liabilities associated with cleanup and restoration.
- A procedure of reimbursement to the State of South Carolina for reasonable cost incurred in the containment and cleanup of such discharge.

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300.2 Authority and application.

This Plan is intended to be the State level implementing mechanism for achieving the objectives of §48-43-30 and §44-56-200 of the South Carolina Code of Law, 1976, as amended, and Federal Act 96-510 of 1980, as amended, as related to spills of oil and/or hazardous substances. In conjunction with this Plan, responders must also be aware of the State Emergency Powers Act (§6-11-1420) which gives certain additional authority to the "Fire Authority having jurisdiction" during an emergency response action. The SOSC recognizes this authority and will make all efforts to include the local fire authority in the Incident Command System/Unified Command Structure that will be utilized within this Plan. This Plan has been developed in compliance with §48-43-550 of the South Carolina Code of Law, 1976, as amended, which states:

> "The Department shall from time to time adopt, amend, repeal, and enforce reasonable regulations relating to the cleanup and removal of discharges of pollutants into the waters or onto the coasts of this State.
>
> Such regulations shall include, but are not limited to:
> ... (e) Creation by contract or administrative action of a state response team which shall be responsible for creating and maintaining a contingency plan of response, organization, and equipment for handling emergency cleanup operations. The state plans shall include detailed emergency operating procedures for the State as a whole and the team shall from time to time conduct practice alerts The contingency plan shall contain all necessary information for the total containment and cleanup of pollution, including but not limited to an inventory of equipment and its location, a table of organization with the names, addresses, and telephone numbers of all persons responsible for implementing every phase of the plan, a list of available sources of supplies necessary for cleanup and a designation of priority zones to determine the sequence and methods of cleanup. The state response team shall act independently of agencies of the federal government but is directed to cooperate with any federal cleanup operation,..."

The Department's response to oil and hazardous substance spills and releases is mandated and guided by the S.C. Pollution Control Act (PCA), S.C. Hazardous Waste Management Act (HWMA), S.C. Oil and Gas Act (O&GA), among others. Under the Federal Clean Water Act (CWA), the Department serves as a member of the Federal Regional Response Team. For inland planning and response, the Department coordinates with the USEPA in implementing the NCP and the Area Plan developed per the Oil Pollution Act of 1990 (OPA90). In the coastal area, the Department ensures that state interests and concerns are addressed and cooperates with the U.S. Coast Guard, who is designated federal on-scene coordinator, in implementing the NCP and the Area Plan developed per OPA90.

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Our response authorities are primarily as follows:

- §48-1-90 of the Pollution Control Act, Chapter 1 of Title 48 Environmental Protection and Conservation, Code of Laws of South Carolina, 1976, states that "...It shall be unlawful for any person, directly or indirectly, to throw, drain, run, allow to seep or otherwise discharge into the environment of the State organic or inorganic matter, including sewage, industrial wastes and other wastes, except as in compliance with a permit issued by the Department.. "

- §48-43-520 (4), of the 1977 South Carolina Oil and Gas Act confers upon the Department power to: "...(a) Deal with the hazards and threats of danger and damage posed by such transfers (of pollutants [defined as oil of any kind and in any form -e g. gasoline, pesticides, ammonia, chlorine, and derivatives thereof] between vessels, between onshore facilities and vessels, and between terminal facilities within the jurisdiction of the State and State waters) and related activities" and "(b) Require the prompt containment and removal of pollution occasioned thereby ...".

§48-43-530(1) continues: "The Department may call upon any other state agency for consultative services and technical advice and the other agencies are directed to cooperate with the Department".

§48-43-550 directs "The Department shall from time to time adopt, amend, repeal, and enforce reasonable regulations relating to the cleanup and removal of discharges of pollutants into the waters or onto the coasts of this State. Such regulations shall include, but not be limited to:
(a) Operation and inspection requirements for terminal facilities, vessels, and other matters relating to certification under this article but shall not require vessels to maintain spill prevention gear, holding tanks of any kind, and containment gear in excess of federal requirements.
(b) Procedures and methods of reporting discharges and other occurrences prohibited by this article.
(c) Procedures, methods, means, and equipment to be used by persons subject to regulation by this article on the removal of pollutants.
(d) Development and implementation of criteria and plans to meet pollution occurrences of various degrees and kinds . "

§48-43-560 states "(1) Any person discharging pollutants in violation of this article shall immediately undertake to contain, remove, and abate the discharge to the Department's satisfaction. Notwithstanding the above requirements, the Department may undertake the removal of the discharge and may contract and retain agents who shall operate under the direction of the Department. (2) If the person causing a discharge, or the person in charge of facilities at which a discharge has taken place, fails to act, the Department may arrange for the removal of the pollutant, except that if the pollutant was discharged into or upon the navigable waters of the United States, the Department shall act in accordance with the national contingency plan for removal of such pollution as established pursuant to the Federal

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Clean Water Act, as amended, and the costs or removal incurred by the Department shall be Paid in accordance with the applicable provisions of the law. Federal funds provided under this act shall be used to the maximum extent possible prior to the expenditure of state funds. (3) In the event of discharge the source of which is unknown, any local discharge cleanup organization shall, upon the request of the Department or its designee, immediately contain and remove the discharge."

- The Federal Water Pollution Control Act as amended, has provisions relating to the national contingency plan for the reporting of, responding to, and removing of pollutants. Spills of oil or reportable quantities of hazardous substances to navigable waters or releases of reportable quantities under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) are required to be reported immediately to the National Response Center (1-800-424-8802).

- The South Carolina Hazardous Waste Management Regulations 61-79.265 Subpart D requires that all fully regulated generators or treaters, storers, or disposers of hazardous wastes have a contingency plan and emergency procedures which must be implemented upon release of a hazardous waste. In addition, spilled hazardous materials may become hazardous wastes, and must be managed and disposed in accordance with these regulations

- The S.C. Hazardous Waste Management Act has incorporated Federal CERCLA under Section 44-56-200. When read broadly, the Department has authority to enforce the Reportable Quantity provisions along with Response Authority provisions under the Federal statue. Under CERCLA, as amended, Section 104 identifies Response Authorities which are stated as follows:

"Whenever:

(A) any hazardous substance is released or there is a substantial threat of such a release into the environment, or

(B) there is a release or substantial threat of release into the environment of any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, the President is authorized to act, consistent with the national contingency plan, to remove or arrange for the removal of, and provide for remedial action relating to such hazardous substance, pollutant, contaminant at any time (including its removal from any contaminated natural resource), or take any other response measure consistent with the national contingency plan which the President deems necessary to protect the public health or welfare or the environment. When the President determines that such action will be done properly and promptly by the owner or operator of the facility or vessel or by any other responsible party, the President may allow such person to carry out the action,..."

In taking a response action DHEC must be consistent with the National Contingency Plan

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300.2.1 State Policy

"It is declared to be the public policy of the State to maintain reasonable standards of purity of the air and water resources of the State, consistent with the public health, safety, and welfare of its citizens, maximum employment, the industrial development of the State, the propagation and protection of terrestrial and marine flora and fauna, and the protection of physical property and other resources. It is further declared that to secure these purposes and the enforcement of the provisions of this act, the Department of Health and Environmental Control shall have authority to abate, control and prevent pollution." (§48-1-20, S.C. Code of Laws, 1976, as amended).

300.2.2 Federal Policy

Section 1510.21 of the National Contingency Plan states: "The Congress has declared that it is the policy of the United States that there should be no discharge of oil or hazardous substance into or upon the navigable waters of the United States, adjoining shorelines, or upon the waters of the contiguous zone." (Section 311 (b)(1) of the Act PL 92-500).

Navigable waters are broadly defined under the Clean Water Act and Federal Oil Pollution Act to include all waters that are used in interstate or foreign commerce, all interstate waters including wetlands, and all interstate waters, such as lakes, rivers, streams, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds. Essentially, the term navigable water refers to any natural surface water in the United States. Case law has also established that navigable water includes anything that could have a "hydraulic connection" to navigable waters.

300.3 Scope

This Plan is effective for all jurisdictional land, air, and waters of the State, both coastal and inland. The provisions of the Plan are applicable to all State Agencies mentioned in §48-43-570 of the South Carolina Code of Law, 1976, as amended, as well as all other State Agencies included in this Plan. Implementation of the Plan is compatible with and complementary to currently effective State and Federal legislation.

300.4 Abbreviations

Department and Agency title abbreviations:

DHEC - South Carolina Department of Health & Environmental Control
OCRM - DHEC's Office of Ocean and Coastal Resource Management
SCDOT - South Carolina Department of Transportation
EPA - U. S. Environmental Protection Agency
EPD - South Carolina Emergency Preparedness Division
EQC - DHEC Environmental Quality Control
ERS - DHEC Emergency Response Section
SCPSC- South Carolina Public Service Commission
SCHP - Highway Patrol, Dept. of Public Safety
SCDNR - South Carolina Department of Natural Resources
USCG - U. S. Coast Guard

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Operational abbreviations:

DOSC - District On-Scene Coordinator
DRT - District Emergency Response Team
EFIS - Environmental Facility Information System
ERT - Emergency Response Team
FOSC - Federal On-Scene Coordinator
MSO - USCG, Marine Safety Office
OSC - On-Scene Coordinator
Plan - State of South Carolina Contingency Plan for Oil & Hazardous Substance (this plan)
RPM - Remedial Project Manager
RRT - Regional Response Team - Federal Region IV
SCP - State Contingency Plan
SOSC - State On-Scene Coordinator
SPCC - Spill Prevention, Containment, and Countermeasure Plan
SRT - State Response Team

300.5 Definitions

Terms not defined in this section have the meaning given by CERCLA, the OPA, CWA, O&GA, HWMA, or PCA.

Activation means notification by telephone or other expeditious matter or, when required, the assembly of some or all appropriate members of the RRT, and/or SRT.

CERCLA is the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Re-authorization Act of 1986, as amended.

Department shall mean the South Carolina Department of Health and Environmental Control.

Discharge, for the purpose of this Plan includes, but is not limited to, any spilling, leaking, pumping, pouring, emitting, emptying, or dumping of oil or hazardous substance into the environment of the State. For the purpose of this Plan, discharge also means threat of discharge.

District Emergency Response Team - Predesignated staff from each DHEC EQC District Office that is responsible in part, for emergency response work under the plan.

Drinking water supply for the purpose of this Plan mean any raw or finished water source that is or may be used by a public water system or as drinking water by one or more individuals such as wells.

Emergency Response Team - personnel from the DHEC EQC, Bureau of Land and Waste Management, Emergency Response Section.

Environment means the waters, and any land surface or subsurface strata, or ambient air within or

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connected to the jurisdictional boundaries of the State of South Carolina.

Hazardous substance for the purpose of this Plan means any substance, or combination of substances that are defined as:

- "Hazardous Waste" under the South Carolina Hazardous Waste Management Act and promulgated regulation,
- "Hazardous Substance" under State CERCLA,
- "Oil" or "Gas" under the South Carolina Oil and Gas Act,
- "Pollutant" under the South Carolina Oil and Gas Act,
- "Pollution" under the South Carolina Pollution Control Act or the Oil and Gas Act,
- "Hazardous Material" as used in the South Carolina Hazardous Waste Management Act.

Incident for the purpose of this Plan means any spilling, leaking, pouring, emitting, emptying, or dumping of an oil or hazardous substance, whether intentional or unintentional, into the environment.

Natural resource means land, fish, wildlife, plant, biota, air, water, ground water, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the State of South Carolina.

Oil means oil of any kind or in any form, including, but not limited to, petroleum, fuel oil, sludge, oil refuse, and oil mixed with wastes other than dredged spoils, but excludes liquid hydrocarbons that were originally in a gaseous phase in the reservoir.

RQ (Reportable Quantity) Chemical means any chemical that is listed in 40 CFR Table 302.4 (CERCLA) and/or is listed as an Extremely Hazardous Substance (EHS) in 40 CFR Section 305 Appendix A and/or B.

Release / Spill. For the purpose of this Plan, spill shall mean the release, spill, discharge, or escape of any pollutant into the air, land, or water, whether intentional or unintentional, of the State. Spill and release may be used interchangeably.

Size classification of discharges refers to the following size classes of oil and hazardous substance discharges, which are provided as guidance to the SOSC and serve as criteria for the actions delineated within this Plan. They are not meant to imply associated degrees of hazard to public health or welfare, nor are they a measure of environmental injury, nor does it relate to a Responsible Parties reporting requirement. Any discharge that poses a substantial threat to public health or welfare or the environment or results in significant public concern shall be classified as a major discharge regardless of the quantitative measures:

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CATEGORY	AMOUNT SPILLED	TERMINOLOGY
Level 1	none, but substantial risk	Potential
Level 2	OIL - <1,000 gallons and/or RQ Chemical - <Listed RQ and/or Non-RQ Substance - <500 gallons	Minor
Level 3	OIL - 1,000-10,000 gallons and/or RQ Chemical - ≥Listed RQ and/or Non-RQ Substance - ≥500 gallons	Medium
Level 4	OIL - ≥10,000 gallons and/or RQ Chemical - ≥Listed RQ and/or Hazardous Substance - ≥500 gallons	Major

State On-scene coordinator means the official predesignated by the Department to coordinate and direct state response under this Plan. The Department has designated the Manager of the Emergency Response Section of DHEC as the SOSC.

State Response Team for the purpose of this Plan shall include the SOSC, DOSC, ERT, DRT, and all Allied Agencies.

Waters means lakes, bays, sounds, ponds, impounding reservoirs, springs, wells, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Atlantic Ocean within the territorial limits of the State, and all other bodies of surface or underground water, natural or artificial, public or private, inland or coastal, fresh or salt, which are wholly or partially within or bordering the State or within its jurisdiction.

300.6 Use of number and gender.

As used in this plan, words in the singular also include the plural and words in the masculine gender also include the feminine and vice versa, as the cause may require.

300.7 Computation of time.

[Reserved]

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Subpart B - Responsibility and Organization for Response

300.100 Duties of Department delegated to SOSC.

The Department has designated the responsibilities of the State On-Scene Coordinator to the Manager, Emergency Response Section.

300.105 General organizational concepts.

State agencies should:

1. Plan for emergencies and develop procedures for addressing hazardous substance incidents;
2. Coordinate their planning, preparedness, and response activities with one another;
3. Coordinate their planning, preparedness, and response activities with other affected states, county and local governments, and private entities;
4. Make available those facilities or resources that may be useful in a response situation, consistent with agency authorities and capabilities.

Three fundamental kinds of activities are preformed pursuant to this Plan.

- Preparedness planning and coordination for response to a hazardous substance incident.
- Notification and communications; and
- Response operations at the scene of an incident.

The organizational elements created to perform these activities are:

- The SRT is responsible for statewide response and preparedness planning, for coordinating regional planning, for providing policy guidance and support to the DOSC.
- The ERT is responsible for statewide response and technical support to any federal, state, or local agency during an incident involving a hazardous substance.
- The DRT is responsible for response and technical support within a set geographical area to federal, state, and local agencies.
- The SOSC is primarily responsible for directing response efforts and coordinating all efforts at the scene of a hazardous substance incident requiring state involvement.

The specific duties and responsibilities of the SRT, ERT, DRT, and SOSC are contained in more detail later on in Subpart B. Additionally, SCDHEC has set up a Unified Command Team that will activate to assist during major incidents or disasters.

The basic framework for the response management structure is a system that brings together the functions of the Federal Government, the State Government, Local Government, and the responsible party to achieve an effective and efficient response, where the OSC (federal or state) maintains coordinating authority.

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300.105.1 Incident Command System.

An Incident Command System (ICS) will be used by all agencies during all emergency response efforts. The SOSC will specifically use a UNIFIED COMMAND (UC) approach when implementing the ICS. The Unified Command is a larger accommodating structure that ensures that responsibilities are defined, efforts and resources are combined, and maximum efficiency is achieved within a cooperative environment. While the NCP mandates that the FOSC has ultimate authority to direct the response, an ICS led by a UC maintains a cooperative environment, promoting overall efficiency in the emergency response. The SOSC will assure that local response agencies are appropriately represented at the command level of the UC system.

The organizational concepts of the state response system are depicted in Annex A. Figure 1 illustrates the ICS/UC that will be used when implementing this plan. This Plan has adopted the Incident Command System/Unified Command (ICS/UC) response management system. This system is consistent with the National Contingency Plan (NCP) and meets the OSHA requirements of 29 CFR 1910.120(q).

300.105.2 EQC Districts and FOSC boundaries.

The State of South Carolina is divided into twelve Environmental Quality Control (EQC) districts. Each district office has technical personnel who make up the District Response Team. Each District Director is responsible for maintaining their respective District Response Team. Each DRT is responsible for initial investigation of spills and the coordination of control, containment and cleanup of spills of hazardous substances that occur within their specific geographical area or as needed statewide. The official record keeping system for all investigations, both District and Central Office, will be the Environmental Facility Information System (EFIS).

The location of the district EQC offices and the jurisdictional area for each is in Annex B. Figure 2 illustrates the EQC district boundaries.

The Annex C describes the predesignated federal jurisdictional boundaries Figure 3 illustrates the federal boundaries within South Carolina. This illustration shows the EPA and USCG boundaries.

300.110 National Response Team.

[Reserved]

300.115 Regional Response Teams.

DHEC is the official South Carolina representative to the Region IV RRT The Director of the Division of Waste Assessment and Emergency Response is the primary member The Manager of the Emergency Response Section is the alternate member Associate state members are the SCEMD and the SCDNR

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300.115.1 Region IV Regional Response Team (RRT).

The RRT was organized as a part of the National Contingency Plan, which was developed in compliance with Section 311(c)(2) of the Clean Water Act, as amended [33 U.S.C. 1321(c)(2)]. An incident specific RRT can consist of fourteen (14) federal agencies, the affected state agency(s), and other select advisory agencies as appropriate to the spill incident.

300.115.1.1 The primary membership of the RRT is comprised of the following agencies with the main office and location indicated:

U.S. Coast Guard (USCG) (Co-Chair)	Commander, 7th CG District 909 SE 1st Ave Miami, Fl. 33131-3050
U.S. Environmental Protection Agency (EPA) (Co-Chair)	Region IV, 11th Floor 61 Forsyth Street, SW Atlanta, Georgia 30303-3104
Department of Transportation (DOT) Federal Highway Administration	61 Forsyth Street, SW, 17T75 Atlanta, Georgia 30303-3104
Federal Railway Administration	61 Forsyth Street, SW, Atlanta, Georgia 30303-3104
Department of Interior (DOI)	U.S. Fish and Wildlife R.B. Russell Federal Bldg. 75 Spring St; SW; Rm 1034 Atlanta, Ga. 30303
Department of Commerce NOAA	NOAA/NOS/ORCA/HMRAD 7600 Sand Point Way, NE Bin C15700 Seattle, WA 98115-0070
Department of Defense (DOD)	Dept. of Army, HQ 2nd U.S. Army Attn: AFKD-OPM Ft. Gillian, Ga; 30050
	Dept. of Navy - Naval Base Jacksonville Building 1, Langley St; Room 146 Jacksonville, FL 32212-0102

Federal Emergency Management Agency (FEMA)	3003 Chamblee-Tucker Road Atlanta, Ga. 3030341
Department of Labor, OSHA	Suite 587, 1375 Peachtree Street, Atlanta, Ga. 30367
Department of Health & Human Services Disease Control Branch	101 Marietta Tower Atlanta, Ga. 30323
Department of Justice	Environmental Enforcement Room 1644 Washington, D.C., 20530
Department of Agriculture	Food & Nutrition Service Room 200, 1100 Spring St, NW Atlanta, Ga., 30367
General Accounting Office	101 Marietta Tower Suite 200 Atlanta, Ga., 30323
Department of Energy	Atlanta Support Office 730 Peachtree St, NE Suite 876 Atlanta, Ga., 30308
South Carolina Dept. of Health and Environmental Control	2600 Bull Street Columbia, SC 29201

For planning purposes the following states are also members of the standing Federal Region IV RRT:

State of Alabama State of Florida State of Georgia Commonwealth of Kentucky
State of Mississippi State of North Carolina State of Tennessee

300.115.2 Activation of the RRT

Activation of the RRT shall be in accordance with the National and Regional Contingency Plans. To activate the RRT, the appropriate primary members shall be immediately notified. The responsibility for this initial notification of the RRT shall reside with the predesignated FOSC. Initial notification shall be by telephone with additional documentation as per the National Contingency Plan. It is the responsibility of each RRT member to ensure that telephone numbers and names of team members and alternates are provided for inclusion into the Regional Contingency Plan and that they are kept up-to-date.

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300.115.3 RRT Duties and Responsibilities

In addition to the duties, functions, and responsibilities contained in the National Contingency Plan (1510.34), the following specific functions shall be performed by the RRT:

(a) Assist the FOSC/SOSC in obtaining additional equipment and resources. In many cases, the FOSC/SOSC will have the need for equipment and resources that are not available locally. Oftentimes this equipment is known to be available from other federal agencies or related groups. Should such a request be received, the appropriate Primary or Advisory team member representing the source of this equipment or resource shall obtain all available information on its availability, time to scene, and other pertinent factors for transmittal to the OSC via the RRT. In addition, if requested, the appropriate RRT member shall assist in making arrangements for the delivery of the equipment to the spill site along with appropriate operating or advisory personal.

(b) Assist the FOSC/SOSC with response decisions as needed or requested. Such decisions include, but are not limited to, cleanup options, bioremediation, dispersant use, etc.

300.120 On-scene coordinators and remedial project managers: general responsibilities

The SOSC or his designee will work through the ICS-UC to develop response objectives at the scene of a discharge or release. As part of the planning and preparedness for response, the Department has predesignated specific technical staff within each EQC District office to be DOSCs.

The SOSC should ensure that persons designated to act as DOSCs are adequately trained and prepared to carry out actions under this plan, to the extent practicable.

The SOSC is responsible for maintaining this contingency Plan. This plan shall, as needed, be updated in cooperation with the RRT, other state agencies, and local government.

Coordination of public information. In accordance with Section 300.155.3 of this plan, when activated, the SOSC shall coordinate the preparation and release of all public information and the scheduling and location of all press conferences via the DHEC Media Relations representative

300.120.1 The manager of the Emergency Response Section, DHEC, shall be the State On-Scene Coordinator (SOSC) unless otherwise designated by him or the Deputy Commissioner of the Office of Environmental Quality Control Please refer to Appendix A of the Plan for the established DHEC Incident Command System.

300.120.2 The SOSC shall have jurisdiction over all spills of oil and hazardous substances within the State Boundaries In the event that the spill is of the nature requiring USEPA or USCG to send a representative, decisions affecting the spill activities will be closely coordinated. (See

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Annex C for predesignated boundary lines between EPA and USCG.)

300.120.3 If in the opinion of the SOSC the resources of manpower and equipment on a spill scene are inadequate to protect the public health and the environment in any phase of the control, containment and emergency cleanup, he will initiate the necessary operational procedures to insure that protection. If necessary, he will augment the response with additional personnel from the South Carolina Department of Health and Environmental Control (DHEC), the South Carolina Department of Public Safety, Highway Patrol (SCHP), the South Carolina Department of Natural Resources (SCDNR), the DHEC Office of Ocean and Coastal Resources Management (OCRM), the South Carolina Forestry Commission (SCFC), contractors, and any industrial or mutual assistance groups. The United States Environmental Protection Agency (EPA) and/or the United States Coast Guard (USCG) will be kept posted of State actions. The SOSC will coordinate information transfer to the Federal agencies. The SOSC can request assistance or Federalization of a spill if any one of the following circumstances exists: (1) the spiller is unknown; (2) the spiller is not responding to the incident in a satisfactory manner; (3) the spill is beyond the capabilities of the State to handle; (4) or for oversight of response effort/technical assistance.

SOSC will ensure that emergency response procedures and guidelines are coordinated with the USEPA and USCG as put forth in the Memoranda of Agreement between South Carolina and the above two agencies (see Appendix D and F).

300.120.4 The SOSC will not be expected to know how to neutralize or decontaminate all of the thousands of hazardous substances that are in existence or may be produced in the future. If one of these chemicals is spilled, the SOSC is charged with obtaining any necessary technical assistance. A continuing training program will be conducted to keep the DHEC response personnel abreast of new methods of oil and hazardous substance spill control, containment, neutralization, decontamination, cleanup, and removal.

300.120.5 The SOSC will be responsible for maintaining this Plan and necessary equipment manuals, procedure manuals, and cleanup contractor reference information. All ERT members as well as each EQC District Office, as applicable, will keep these manuals and references.

300.120.6 The SOSC will authorize a Central Office Duty Officer (CODO) to be on call 24 hours a day, every day of the year. The Duty Officer will be a member of the DHEC Emergency Response Team and will be on call on a rotational basis. The Duty Officer will be responsible for handling spill response calls that are telephoned into the 24-hour telephone line. The duty officer will be responsible, in part, for:

1. Recording all pertinent data as required, in part, in section 300.300.4 of this Plan and keeping an accurate log (EFIS) of all calls received
2. Notify the appropriate DOSC for follow up and investigation.
3. Notify appropriate Federal, State, and local agencies as needed
4. Notify SOSC of significant concerns that may require deployment of the ERT and/or the SRT, or other State resources.

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300.125 Notification and communications.

The Department's emergency response number is continuously manned for handling notifications of oil and hazardous substance spills and fish kills. The Emergency Response number is also the reporting point for RQ releases under applicable state and federal regulations. The SERC designated this line for the EPCRA spill reporting point.

Notifications should be made to the Central Office Duty Officer, telephone (803) 253-6488 or toll-free at (888) 481-0125. All notices of discharges or releases received at the emergency response number will be handled immediately by telephone and forwarded to the appropriate DOSC.

300.125.1 Notification of Allied Agencies.

The SOSC should anticipate all possible resource needs during the response. If personnel, equipment, or other resources are needed for the response effort, notifications to the agency(s) controlling such resources will be as soon as possible. If at all possible, the primary contact for each allied agency will be notified well in advance of the actual time the resource is required to be on site.

Additionally, the SOSC is responsible for notifications to agencies and departments that may have a vested interest in the incident or has a need to know. The SOSC will notify each agency/department of the incident and give as much detail as needed to allow the agency/department to act or prepare for a response to the incident. Some of the agencies/departments are listed below.

- SCDHEC - ERT, R-1, DRT, Media Relations, Director of Waste Assessment and Emergency Response, and any other specific program areas.
- SCDNR, SCDOT, SCHP, PSC, etc.
- SC Emergency Management Division
- Local Emergency Preparedness Divisions
- USEPA and/or USCG (Charleston or Savannah)
- North Carolina / Georgia

300.130 Determination to initiate response and special conditions

The statutory authority for emergency response and removal actions for spills or releases of oils or hazardous substances arises from the Oil and Gas Act (Title 48, Chapter 43, Code of Laws of South Carolina, 1976, as amended) along with other State laws. The Act declares (§48-43-520) that police powers are granted to the Department and further directs the department to follow the Federal Water Pollution Control Act and especially the National Contingency Plan for the removal of pollutants or contaminants. Further, in §48-43-550(e), the Act mandates emergency cleanup responses for the state as a whole. It also grants independent actions from the Federal Government on any response operation but directs cooperation with any Federal response or cleanup operation.

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The Hazardous Waste Management Act (§44-56-200) has adopted CERCLA as State Law. Section 104 of CERCLA, especially, directs response actions to be undertaken for a release or a substantial threat of a release to the environment or for one that provides an imminent and substantial threat to the public health or welfare. Section 104 further requires in (a)(1) that such actions be allowed to proceed by the appropriate response authority when determined that the remediation effort by the owner, operator, or any other responsible party can be done properly and promptly.

This contingency plan may be implemented under various conditions. This plan will be implemented during any DHEC field response to a spill/release. The SOSC may initiate a state response of various degrees depending on the severity of an incident. Listed below are a few of the conditions in which the SOSC may activate all or part of this plan for a spill or release. This list is not all-inclusive and should be used only as a guide.

- When a local agency (i.e. fire department) needs technical information/support on an oil or hazardous substance incident;
- When a death or injury has occurred due to a hazardous substance incident;
- When interstate highways or major roads are closed because of spills;
- When drinking water intakes are threatened;
- When an incident may impact adjoining states;
- When the assistance of the USEPA or USCG are required;
- Populated areas of the state are, or may need to be, evacuated;
- Large quantities of a hazardous substance(s) are involved or potentially involved.

300.130.1 Radiological

Where a release or discharge occurs involving radioactive materials, the response action will be in accordance with the State of South Carolina Operational Radiological Emergency Response Plan and/or State of South Carolina Technical Radiological Emergency Response Plan (SCORERP/SCTRERP). SCORERP/SCTRERP are plans that were developed under the Atomic Energy and Radiation Control Act (Title 13, Chapter 7, Code of Laws of South Carolina, 1976, as amended). The SOSC will work in conjunction and coordination with the lead under SCORERP. If the Department's emergency response number is notified of any radiological event, the CODO will immediately notify the DHEC Nuclear Response and Emergency Environmental Surveillance Duty Officer of the call.

300.130.2 Need for Federal Assistance

Where the release or discharge situation exceeds the capabilities of the State and local government agencies, then the SOSC may call upon the appropriate FOSC to coordinate further response capability.

300.130.3 Disasters

The State Emergency Operations Center (SEOC) may be activated under the South Carolina Emergency Operations Plan, to address or prepare for responses to hazardous substance incidents related to an impending or declared disaster or other catastrophic event. DHEC EQC

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will operate under Emergency Support Function (ESF) 10 (HAZMAT). This Plan will be used in conjunction with other approved DHEC SOPs.

300.135 Response operations

The SOSC, consistent with 300.120 and 300.125, shall direct DHEC's response efforts and coordinate all other efforts through an ICS-UC at the scene of the release or discharge. The DOSC shall coordinate all required or necessary response actions with the SOSC. The DOSC shall collect pertinent facts about the discharge or release to include if possible, source, cause, identification of all potentially responsible parties, the travel path and fate of the released materials, pathways to human and environmental exposure and their potential impacts, and level of overall threat to the health and welfare of citizens of South Carolina. The DOSC shall coordinate with all other responding authorities, including federal, state, local, and potential responsible parties. Through the implementation of a ICS/UC keep all responders informed as to the progress of the response effort. The DOSC shall use appropriate resources to gauge the health effects, if any, from the release to the public at large and the response workers at the scene and consult with the appropriate state, local, and federal agencies as needed. The DOSC shall develop a final incident report that chronicles the event and response effort. This report will be the official DHEC report containing all pertinent photographs, response memorandums, copies of responsible party reports, and the like. The body of this report will be generated using EFIS.

300.140 Multi-jurisdictional responses

The SOSC will initiate an Incident Command System utilizing a Unified Command approach. The SOSC will direct all DHEC response efforts at the incident. The SOSC will, through its Liaison Officer, maintain contact with all local government agencies/authorities and request input from such agencies/authorities as necessary, as to their concerns and priorities during the incident. Under all conditions (i.e. major chemical fire) the SOSC will have local fire authorities present in the IC for direct consultation.

300.145 Special teams and other assistance available to the SOSC

One of the primary objectives of the spills program is to inform potential spillers of the importance of containment and cleanup so that they may take immediate action in the event of a spill; thus, mitigating potential public health exposure and environmental damage. However, there will be times when the members of the SRT must intervene, utilizing the available equipment and special forces of the state. Listed below are special teams and state agencies that have certain responsibilities under this plan. The SOSC will maintain information such as specific points of contact, equipment/resource list, responsibilities/capabilities list, and field communications capabilities for each special team or state agency.

300.145.1 State Response Team.

300.145.1(a) Primary membership of the State Response Team (SRT), as established in §48-43-520 of the South Carolina Code of Law, 1976, as amended, shall consist of the State On-Scene Coordinator, DOSC, members of the DHEC Emergency Response Section, and the DHEC District Response Teams.

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300.145.1(b) Advisory membership of the SRT, as established in §48-43-570 of the South Carolina Code of Laws, 1976, as amended, will be comprised of the following agencies:

S.C. Department of Public Safety, Highway Patrol
S.C. Department of Transportation
S.C. Department of Natural Resources
S.C. Forestry Commission
S.C. DHEC Office of Ocean and Coastal Resource Management

300.145.1(c) The Headquarters of the SRT is located within the SCDHEC Bureau of Land and Waste Management, Stern Business Center, 8901 Farrow Road, Columbia, S.C., 29223, (803)896-4111 (mailing address: 2600 Bull Street, Columbia, SC, 29201).

300.145.1(d) In the event of a spill or release of oil or other hazardous substance it is the responsibility of the primary members of the SRT to:

- Protect human life at all times
- Protect public health
- Prevent or minimize contamination of the environment
- Keep a chronological log of all spill incidents
- Maintain progress reports for concerned parties
- Coordinate containment, cleanup and disposal activities at the spill
- Collection of short-term data, as appropriate
- Coordinate wildlife rescue, rehabilitation, and assessment
- Maintain accounting of the State funds and equipment utilized in the spill containment, cleanup and disposal
- Conduct Media Relations

300.145.1(e) In the event of a spill, the primary and advisory members of the SRT shall be activated as needed. The responsibility for initial notification of the secondary members shall rest with the SOSC. It is the responsibility of each SRT member to insure that telephone numbers and names of key personnel are provided to the SOSC and are kept up-to-date. The SOSC can provide notifications to SRT members as needed for spills that are categorized as Potential and Minor.

300.145.1(f) All ERT and DRT members are trained at least to the Technician Level as required by OSHA, per CFR 29, 1910.120. The ERT and DRT members receive additional training that includes, in part, Incident Command System and other related spill and emergency response training.

300.145.1(g) In the event that a spilled substance may have a detrimental effect on air quality and/or pose a threat to drinking water supplies, notification is made to the appropriate personnel within DHEC and local governments by the SOSC. Personnel within the appropriate program areas within DHEC will assist the SOSC in contacting the municipalities, industries and other persons potentially affected by the spill.

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300.145.2 DHEC Emergency Response Team (ERT)

The ERT is a statewide response program. It is made up of trained responders from the Emergency Response Section in Columbia with support from other DHEC Central Office programs. The ERT has personnel that have training and equipment above and beyond that of the DRTs. The ERT responds statewide to assist the SOSC or the DOSC as well as all local agencies. The ERT has equipment and training to dress out in full level "A" personal protective equipment and perform air monitoring and sampling if needed. Most of the equipment is contained in a specially designed command/emergency vehicle. The ERT has and uses CGI/LEL/O2 monitors, photo-ionization detectors, flame-ionization detectors, colorimetric indicator tubes, computer databases, and decontamination equipment. The ERT also has several vehicles and a spill trailer for oil spill response. The trailer contains several hundred feet of commercial boom as well as oil sorbents, portable lights, generators, and other items for oil spill response.

300.145.2.1 The ERT has various methods of communicating with the SOSC and other allied agencies. All ERT vehicles have cellular telephones. Each ERT vehicle also has radio communications equipment that operates in the 800 MHz, UHF and VHF bands. Direct radio communications are possible with SCHP, SCEPD, SCDNR, USCG, and various local fire and EMS departments.

The ERT also has access to a mobile antenna/base radio station that is mounted on a trailer. This unit has an extendable sixty-foot antenna as well as a 200-watt base radio (DHEC low-band only). This unit is stored at State Park in Columbia

300.145.3 District Response Teams (DRT)

When any District Response Team (DRT) member responds to a spill event he shall be the official representative of the SOSC and assume the responsibilities thereof. The official designation shall be District On-Scene Coordinator (DOSC).

300.145.3.1 The duties and responsibilities of the DOSC are to:

a) Provide initial response to all spills in their district.
b) Work to establish an ICS/UC approach to the incident.
c) Assist in the preparation of a Site Safety Plan, to include, but not be limited to, identification of the identity and characteristics of the released material, determination of weather, topography, hydrology, vulnerable communities, facilities, water intakes, and natural resources, hazard recognition, establishment of an appropriate exclusion zone for responder safety, and recommendation of necessary public advisories/evacuations/shelter-in-place notices.
d) Provide information, as needed, to news media and community groups during and after an emergency event.
e) See that containment and cleanup procedures are initiated in a timely manner
f) Provide an effective communications link, during a spill event, between the SOSC and the responsible party and the party or parties retained to contain and cleanup the spill. The DOSC will communicate with the SOSC immediately any spill incident needing manpower or

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equipment from the ERT.

g) Provide technical assistance to local agency representatives and spillers on hazard recognition.
h) Assist the responders and spiller with the most effective course of action for combating the spill.
i) Ensure that all information concerning potential threats to the public health and environment, such as drinking water supplies or air quality, is reported to the SOSC.
j) Record DHEC costs incurred in responding to a spill if so requested by the SOSC.
k) Make a detailed, written report on the circumstances surrounding the incident, waters and/or lands affected, and the PRPs involved, through the use of EFIS.
l) Provide the support staff necessary for the proper functioning and assistance to the ERT as deemed necessary by the SOSC during emergency response operations through activation of the DRT.
m) Formally notify the spiller of the requirements to control, contain, and cleanup and dispose of the spill and any contamination resulting thereof.
n) Provide resource lists and options for cleanup alternatives to the spiller, if needed.
o) Monitor progress of the response and any resulting cleanup efforts.
p) Notify the responsible party of cleanup insufficiencies.
q) Notify the SOSC of continuing insufficiencies with a recommendation for further State and/or Federal action.
r) Determination and recommendation of sampling or study needs to evaluate the effectiveness and completeness of the cleanup.
s) Recommend enforcement action to penalize failure to properly contain and cleanup spills or negligent acts (both civil and/or criminal actions).

300.145.3.2 Farrow Road Command Center (FRCC)

The FRCC is located in room 1322 of the Stern Business Center, DHEC Emergency Response Section headquarters. The FRCC is used by the Central Office ERT to coordinate all DHEC EQC responses during major emergency response activities. The FRCC has numerous computer systems, GIS workstation, real-time weather data satellite system, communications equipment, and a full reference library (chemical data, topographical maps, etc.). The FRCC will activate anytime DHEC Technical Assistance Teams (see next section) are activated.

300.145.4 Disaster Coordination Team and Technical Assistance Teams

The EQC Disaster Coordination Team (DCT), comprised of a staff member of every EQC Bureau and EQC Administration, would respond as requested to the Stern Business Center. Operations for the incident are expected to continue on a 24-hour basis during the early phase of a major incident. The Deputy Commissioner and Bureau Chiefs will appoint a cadre of 3-4 members of their bureaus to rotate into the DCT. These staff members would interface with the FRCC and their individual bureaus or bureau sub groups coordinating the response effort of each Bureau. These could, depending on the complexity of the disaster incident, include Wastewater, Solid Waste, Hazardous Waste, Drinking Water, Air Quality, EQC-Labs, District Services, Health Hazard Evaluation, Emergency Response, Management Services and EQC Administration

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The DCT will aid in tracking all projects, share pertinent information with other program areas, provide information for briefings, provide information resources for all responders, and aid in the planning of incident recovery strategies.

As the incident stabilizes, this coordination team would return to their normal duty stations to continue addressing identified issues.

300.145.4.1 Each EQC District Office will develop a Technical Assistance Team (TAT). The District Director will appoint, at a minimum, a three-person team. The team will be trained on how to respond in disaster situations. TATs are an asset for affected EQC Districts. TATs from unaffected districts will be mobilized to assist. Therefore a maximum of 11 TATs, each having a minimum of two persons, will be dispatched to the affected areas of the state to perform the following tasks:

1. Make rapid assessments of hazardous substance incidents.
2. Inspect areas of concern, due to the nature of their business or materials known to be present;
3. Perform the responsibilities of the DOSC.
4. Insure that all incidents are stabilized so as to minimize impacts to the public health and the environment.
5. Will collect and record information onto standard forms and communicate it back to the FRCC.
6. Advise the FRCC of resources needed at each particular incident.
7. Will request assistance from a monitoring/sampling team if an exclusion (hot), zone entry is to be performed by DHEC.
8. Will coordinate local efforts and activities with the District EQC office personnel.
9. To interface with and provide technical assistance to local public response efforts and/or affected industries.

These TATs will be staffed with EQC district personnel who have been trained and equipped for these listed tasks. All communications will be directed to the Farrow Road Command Center for detailed analysis and further response assignments. TATs may also be assigned special duties involving other EQC program areas based on individual knowledge and availability.

300.145.5 Allied State Agencies

Listed below are numerous state agencies and departments that may have a vested interest, special need, or special resource that may come into play during a hazardous substance incident. Each of the agencies listed will have special equipment, talents, or needs associated with that agency during an incident. The SOSC may call for participation from the listed agencies/departments with various degrees of involvement depending on the severity of an incident. Each agency should be prepared to provide staff (as deemed necessary by the SOSC) to participate and operate within functional areas of an Incident Command System utilizing the Unified Command Structure (ICS/UC). Each agency/department will be responsible, in part, for the bullet items under each department/agency heading.

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300.150 Worker health and safety

Response operations will comply with the EQC Procedures Manual, Emergency Response Program.

300.155 Public information and community relations

Past experience on major spill incidents has emphasized the need for a thorough, well-established public information effort that provides factual information to all concerned media and individuals in a timely manner. Therefore, it is essential that this plan include guidelines concerning media relations.

300.155.1 General. When a pollution incident occurs, the public should be provided with timely, accurate information on the nature of the incident and the steps being taken to cope with the problem. This policy is designed to prevent misunderstandings with the public and to foster cooperation with interested and potentially effected parties.

This section provides the necessary guidelines and procedures for establishing responsibility in the preparation and release of information regarding spills incidents. This section will be implemented at the level directed by the SOSC.

300.155.2 Initial Public Information. In the event of a significant spill incident, the SOSC will contact the Office of Public Affairs in DHEC who will develop and coordinate all news releases for the State. Once contact is made with the Office of Public Affairs, the SOSC will go over all events that have transpired thus far. In the event contact cannot be made with this office, then the SOSC may make the necessary news releases. If it is known that the cleanup effort will go on for some time, a schedule of regularly held press conferences may be established and conveyed to the media.

300.155.3 Public Information Specialist

300.155.3.1 When deemed necessary by the SOSC, the Office of Media Relations will assign a professional public information specialist to establish and direct a news office at Command Post. Agencies participating in the response may be required to provide staff to assist the public information specialist and to establish and direct a news office at the DHEC Command Center. The public information specialist shall maintain liaison with participating agencies, including other State government press offices, any Federal Public Information Office, the media and concerned parties and industries.

The public information specialist shall report to the SOSC or his/her designee and shall be responsible for preparing news releases and for clearing them with the SOSC.

300.155.3.2 In the event of a spill incident, it is essential that the SOSC through the Office of Public Affairs prepare a listing of all local news media. This list should include radio, TV, and wire services. This list should also include the phone numbers for access to the news desk of each local media, along with individual contact names. An informative news release should be prepared and furnished to the media, which summarizes the responsibilities of the SOSC, indicates the statutory basis for these responsibilities, discusses local liaison and coordination

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with Federal and local agencies and groups, and provides a contact within the staff of the SOSC where additional information can be obtained.

300.155.4 Subsequent Spill Incident Public Information.

Additional information of the progress of the cleanup effort should be relayed via a regularly held press conference, or through the release of regularly scheduled news releases. If operations permit, these press conferences may be held at the actual cleanup site or in close proximity.

300.155.4.1 Press Releases and Interviews. The release of public information after meetings of the DRT, SRT, and for any major policy consideration, shall be directed and coordinated by the DHEC Division of Media Relations and the SOSC.

300.160 Documentation and cost recovery

In very unusual circumstances, the containment and cleanup of a spill may be done by DHEC. If a spill is from either an unknown source or if the spiller is unable or unwilling to take the proper actions to contain and/or remove the spill, the SOSC has the authority to activate any or all portions of the State Emergency Response Team and/or activate the State Emergency Response Contractor in order to accomplish spill containment and cleanup activities. Personnel from other State or Federal Agencies and/or private spill cleanup contractors may also be requested to assist in the containment and cleanup of the spill.

Once cleanup operations have been completed and the spiller has been identified, DHEC will initiate actions as specified under §48-43-530 and/or §44-56-200 of the South Carolina Code of Law, 1976, as amended, to recover all cost incurred by the State. Reimbursement of funds expended by the State in these cases can originate from one of two sources. First, DHEC can recoup cleanup cost for hazardous substances spills as specified in §44-56-200 (South Carolina Hazardous Waste Management Act) or §48-43-500 (South Carolina Oil & Gas Act) of the South Carolina Code of Law, 1976, as amended. Secondly, if the pollutant is an oil and enters or threatens to enter navigable waters of the U.S., the Federal Oil Spill Liability Trust Fund (Oil Pollution Act of 1990: as established by Section 9509 of the Internal Revenue Code of 1986 (26 U.S.C. 9509)) can be used. §48-43-560 of the South Carolina Code of Law, 1976, as amended specifies the use of these funds prior to state money being expended.

The Oil Spill Trust Fund can only be used in cases where the spill reaches or threatens United States navigable waters. If the spill does not reach or threaten to enter waters of the state, the SOSC will request equipment and personnel from the ERT and other State agencies to assist in the containment and cleanup. Careful accounting of the cost of manpower and equipment will be kept by each agency participating in the spill cleanup. When the spiller is identified, the funds expended in cleanup efforts will be recovered from the spiller.

§48-43-560 of the South Carolina Code of Law, 1976, as amended, authorizes the use, by the SOSC, of private cleanup contractors in cases of spills of unknown origin or spills not being properly cleaned up by the spiller. However, no funds have been appropriated by the State

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legislature to fund this action.

The State will also pursue cost recovery on significant spills to offset operational cost for monitoring and documenting those spills.

State agencies that participate during an incident should submit all costs incurred on a daily basis to the SOSC. These costs should include personnel and equipment used and should include a dollar value for use per hour. The SOSC will maintain a supply of the appropriate cost tracking forms for distribution. The SOSC will be responsible for seeking reimbursement from a Potentially Responsible Party (PRP) or from any federal funds available.

300.160.1 Local Governments should refer to 40CFR Part 310, Reimbursement to Local Governments for Emergency Response to Hazardous Substance Releases; Final Rule. Under this rule local governments are required to notify the FOSC of the incident within 24 hours, in order to be eligible for any cost reimbursement.

300.160.2 Local Governments should contact the USCG National Pollution Funds Center for information on claim reimbursement for oil pollution incidents. The SOSC may be contacted for assistance and guidance on cost recovery for oil pollution incidents.

Copies of all applications for cost reimbursement by local governments/agencies should be sent to the SOSC to assist in calculations of total cost per incident.

300.165 OSC reports. The SOSC will ensure that each discharge or release is documented by a spill report. The report should document the initial information received and the resulting actions undertaken by the Department and other responding parties. The report should also record the situation as it developed, the actions taken, the resources committed, and the problems encountered. The official record keeping system used for these reports will be the Environmental Facility Information System (EFIS).

300.170 Federal agency participation.

Throughout the Federal government, there are many agencies with capabilities that can be utilized during a spill event. Listed below are some that can provide assistance:

- U.S. Coast Guard
  - MSU (USCG)
  - USCG Research and Development Center
  - USCG Oceanographic Unit
  - Emergency Port Tank Forces
  - USCG District Office Assistance
  - NOAA
  -
- Environmental Protection Agency
  - Oil and Hazardous Materials Technical Assistance

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- Department of Interior
  - U.S. Fish and Wildlife Service
  - U.S. Geological Service
  - National Park Service

Request for federal assistance will be made by the SOSC for appropriate action through the FOSC or the Regional Response Team. Coordination of federal actions that effect the state's response actions will be accomplished by the SOSC.

300.175 State agencies: additional responsibilities and assistance.

[Reserved]

300.180 Local participation in response.

Within the 46 counties of South Carolina there are many agencies with capabilities that can be utilized during an incident. County and local governmental agencies have extensive knowledge of industrial sites, special populations, waterways and transportation routes, and areas of local concern within their jurisdiction. These agencies may also have resources that can be utilized during an incident. Some examples of these resources are listed below.

1) County and local government
   a) Fire Department
      i) Apparatus - tankers, pumpers, ladder trucks, etc.
      ii) Specialty equipment - ladders, jacks, extrication equipment, etc.
      iii) HAZMAT teams
   b) Emergency Medical Services
      i) Ambulances, medics, etc.
   c) Law Enforcement
      i) Aircraft
      ii) Bomb trucks
   d) Other agencies
      i) Water/wastewater Departments
      ii) Sanitation Departments
      iii) Animal Control
      iv) Road Maintenance

Request for assistance from these agencies will be made to the SOSC through the Unified Command System. The SOSC and the Unified Command System will accomplish coordination of actions that affect the state's response. The SOSC will ensure that appropriate local representation of local response agencies is represented at the command level of the Unified Command System.

300.180.1 County Civil Defense Offices or Emergency Preparedness Divisions.

Quite often the County Officials will be called to the scene when a spill or emergency situation arises. The County Officials can be an excellent source for obtaining local manpower,

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equipment, and accessing local knowledge.

300.185 Nongovernmental participation

[Reserved]

300.185.1 Commercial/Industry Capabilities

Within the general area of South Carolina there are private companies that have the capability and expertise to cleanup oil and hazardous substance spills. The SOSC updates and maintains an Cleanup Contractors List. This list, which is updated and maintained by the SOSC, contains the names, addresses, and telephone numbers of cleanup contractors, analytical laboratories, disposal facilities, and supply and equipment vendors. It is the purpose of this list to give spillers a starting point for response resources. The list should not be construed as a recommendation for these vendors by this agency. The contractors listed were surveyed by letter with a standard questionnaire and the results of the survey were not verified by this department.

300.185.2 Special Interest Capabilities

[Reserved]

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Subpart C - Planning and Preparedness

300.200 General

Past experience has shown that, to be effective, it is essential that contingency planning for any pollution incident include a thorough consideration of pertinent and related factors, an analysis of pollution incident situations which could be created by these factors, and the development of a comprehensive plan to respond to these situations should they occur. It is also essential that effective contingency planning include maximum participation by those agencies, groups, and individuals who will be most directly involved with, and effected by a spill situation.

In consonance with the approach outlined above, the following paragraphs discuss the primary factors that have been considered in the development of this Plan. The factors discussed herein should not be considered as all inclusive since there are a number of significant factors that could arise for a given spill incident.

300.200.1 History of Spill Incidents.

In comparison with many other states, South Carolina has had a relatively small number of spills within its boundaries. Also, the volume of product involved in these spills has been relatively small in comparison to other states.

The largest petroleum spill in the state occurred in July 1996. This one incident resulted in the release of approximately 900,000 gallons of #2 fuel oil into the Reedy River. The largest hazardous substance release was a 10,000,000-gallon spill of sodium cyanide and heavy metal wastewater solution into the Little Fork Creek in October 1990.

Three distinct geographical regions exist in South Carolina. The Piedmont region, the Midlands region, and the Coastal region comprise a highly diverse topographical environment. Throughout the state, within each region exist many vulnerable and sensitive environmental areas ranging from upland trout streams in the Piedmont, extensive riverine systems in the midlands and estuarine/marsh ecosystems along the coast.

Diverse socioeconomic consideration within each region such as: recreation, industrial, agricultural and shipping coupled with a past history for catastrophic natural disasters, (i.e. tornadoes and hurricanes) renders the State susceptible to a number of potential incidents that could result in significant public health and environmental impacts. The potential for a detrimental release to the environment requires the state to maintain a broad encompassing contingency plan that must be applicable to a wide range of spills

The plan addresses, but is not limited to, releases to the environment ranging from a massive open ocean spill moving into sensitive estuarine/marsh ecosystems to the large scale industrial chemical release in a densely populated area. It must also include plans for addressing the small spills such as transportation related incidents right down to the local service station spill.

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300.200.2 Spill Response Equipment

300.200.2.1 State.

Spill response equipment is not limited to the specific items of spill containment and cleanup. It also includes equipment considerations relating to transportation, communications, and disposal of waste materials. While it is not economically feasible for DHEC to stockpile such related equipment, it is absolutely essential that their locations and availability be specifically established.

The spill containment and cleanup equipment along with other resources that are available to DHEC personnel is considered adequate for most of our initial response actions. This equipment is located in the district offices along with additional equipment that is available from the Central Office ERT and contracted resources. There are alternate sources available for subsequently obtaining additional equipment, which are discussed in Section 300 of this Plan.

300.200.2.2 Federal

The SOSC, during any spill event that the spiller will not or cannot undertake a proper response, should request assistance or Federalization of the spill to the proper predesignated FOSC.

300.200.2.3 Responsible Party.

In South Carolina the spiller (or the property owner if the spiller cannot be identified) is responsible for locating all necessary spill response contractors, equipment, etc. that is needed for a complete cleanup of the site. As a resource, the SOSC maintains a cleanup contractor list. The list shall not be construed as an endorsement of the contractors contained therein. The list is simply a collection of contractors statewide that do spill response work, their location, equipment, and contact numbers. The list should not be considered complete. The SOSC will not recommend nor endorse any firm, its services, or products.

300.200.3 Hydrological and Climatological Effects.

The moderate climate of South Carolina is typified by an absence of extended periods of extreme hot or cold weather. However, these extreme conditions are present for short durations in mid-summer and winter and must be considered in terms of their effects on the spilled substance and the personnel and equipment that are involved in the response action. For instance, high temperatures will result in less viscous oil and will allow for greater penetration of the oil into the soil. Climatological effects may also present significant problems to equipment during extremely hot weather conditions and the effects of hot, humid weather on personnel may result in a reduced effective working period.

300.200.4 Surveillance

Within the context of this Plan, the operational requirements for surveillance will depend on the circumstances surrounding each pollution incident. Evaluation factors should include the type and quantity of material spilled, location, direction and speed of movement, proximity to critical water use areas, and the availability of response resources. The decision to provide surveillance will be qualified by the type, extent and duration of the spill incident. This decision

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will be re-evaluated as the situation progresses.

300.200.5 Usage of Spill Response Equipment:

Those aspects that are generally true for all equipment designed to be used in an effective emergency action are essentially true for spill response equipment. That is, the effectiveness of the equipment is directly related to the knowledge and limitations of the personnel deploying and utilizing the equipment. Therefore, it is essential that personnel working with the equipment be thoroughly trained. A good portion of the knowledge can be obtained from the manufacturer's instructions, however, there is no substitute for the first hand knowledge that comes from experience. The SOSC will maintain appropriate equipment manuals, as needed, for the spill response equipment in inventory at DHEC.

300.200.6 Training Exercises.

Training exercises with cleanup and containment equipment involving removal from storage, transport, deployment, simulated usage, retrieval, cleaning, maintenance, and return to storage are planned. These training exercises will involve local industry, governmental agencies, and other interest groups to the maximum extent possible. Actual drill telephone notification, movement and deployment of equipment, and meetings with concerned personnel will be included. It is through such face-to-face encounters before a spill incident occurs that many potential problems based on lack of knowledge and misunderstandings can be mitigated or eliminated.

300.200.7 Other Hazardous Substances.

All of the planning factors discussed heretofore are equally applicable to oil and hazardous substances. In fact, the need for effective contingency planning is greater in the case of certain other hazardous substances due to the possible severe life and health hazards that exist. The SOSC has at his/her disposal several valuable sources of hazardous chemical information systems. The Hazardous Substance Database (HSDB), Computer-Aided Management of Emergency Operations (CAMEO), and TRI-FACTS are available along with numerous other bound documents and computer files. These reference sources are a valuable asset both in planning and executing response actions to hazardous substance spills and releases.

300.200.8 Liaison Prior to the Spill Incident

Contact should be established with the appropriate offices of local government prior to a spill incident. Knowledge of access roads, support facilities, rural areas, water intakes, property ownership and access, etc., can usually be obtained readily when the local agency has been previously advised of the duties and responsibilities of the SOSC and thus the need for this information. DHEC is working with Federal and local agencies in developing their response plans.

300.200.9 Liaison with Special Interest Groups.

Also of importance is the establishment of liaison with the local special interest groups. Inasmuch as these groups represent the interest of the local community, they will have a strong interest in the progress of any significant spill incident and may have some important input

regarding the conduct of cleanup operations and other spill related procedures. Such groups would include the local environmental, historical, and other special interest groups. These organizations often consist of personnel well versed in the ecological and detailed geographical aspects of the local area. Many are often long time residents of the area and posses invaluable knowledge of the impact of response actions or alternatives that may need to be considered. All of these local agencies and groups should be identified in the LEPC (Local Emergency Planning Committee) contingency plan with the appropriate telephone number and cognizant contact individual. Coordination of the actions of the various special interest groups will be the responsibility of the SOSC. Request for information or assistance will be made to the SOSC for appropriate action.

300.200.10 Liaison During the Spill Incident

Initial contact should be made with local government as soon as possible. Coordination of media information is important to disseminate information concerning the incident to the public. It is advisable that a single release of public information concerning the spill situation be made from the SOSC. However, local public officials may desire to hold their own press conferences, therefore, a sound working relationship should be established by coordinating the release of public information with these offices. A separate briefing on the situation for local government officials may also be in order and the appropriate contact for the obtaining of further information should be provided. Any request for local assistance should be initiated through the ICS/UC approach.

300.205 Planning and coordination structure.

[Reserved]

300.210 Federal contingency plans.

[Reserved]

300.211 OPA facility and vessel response plans.

[Reserved]

300.212 Area response drills.

[Reserved]

300.215 Title III local emergency response plans.

[Reserved]

300.220 Related Title III issues.

[Reserved]

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Subpart D - Operational Response Phases for Oil Removal

300.300 Phase I - Discovery and notification

[Reserved]

300.300.1 General

The Emergency Response Program of the South Carolina Department of Health and Environmental Control shall, upon notification of a spill or release, initiate an immediate response action to assist at the spill site and notify all other appropriate local, State and Federal Agencies.

Notification of this reporting procedure and appropriate telephone numbers shall be distributed to all county EPD offices, state government agencies, as well as industries.

300.300.2 In accordance with §48-43-550 of the South Carolina Code of Law, 1976, as amended, (as well as other applicable State statutes and regulations) effective June 13, 1977, verbal reports of oil or other hazardous substance spills are to be made to the South Carolina Department of Health and Environmental Control at (803) 253-6488 or toll-free at (888) 481-0125. In accordance with applicable Federal laws and regulations, verbal reports of oil or hazardous substances discharges can be made to the National Response Center via their toll free telephone number (800) 442-8802. These reports will then be forwarded to the cognizant pre-designated FOSC and SOSC for investigation and appropriate action. As required by State and Federal statues and regulations, follow-up written reports will be required of responsible parties

300.300.3 In the event of a spill/release as much pertinent information as possible should be relayed to the proper authorities. This information should include the following:

1. Location
2. Soil, air, or water effected (name of body of water)
3. Source (i.e. tanker truck overturned)
4. Time/date and when it was discovered
5. Name of substance and estimated quantity
6. Nature and potential danger of material
7. Anticipated movement of spill/release
8. Responsible party(s) (address, phone number, and contact person)
9. Action already taken and anticipated
10. Weather conditions at spill site

300.305 Phase II - Preliminary assessment and initiation of action.

[Reserved]

300.310 Phase III - Containment, countermeasure, cleanup, and disposal.

The State On-Scene Coordinator shall be responsible for the overseeing of the containment, cleanup, and proper disposal of the spilled material. The SOSC shall work closely

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with the Waste Assessment Section of the Bureau of Land and Waste Management of the South Carolina Department of Health and Environmental Control to insure cleanup and proper disposal of waste is accomplished.

300.310.1 Spill Containment and Cleanup

It is the responsibility of the spiller to properly contain and cleanup the spill in a timely and diligent manner. Containment involves building dikes, deploying booms and other barriers to prevent the spread of the pollutant, limiting access to only authorized persons if a hazardous situation exists, and other measures to minimize risk to public health and environmental damage

Removal of the spill material from the site usually involves physical measures such as skimmers, sorbent materials, and other mechanical means of removal. Vacuum (VAC) trucks are an ideal means of removing quantities of the pollutant pooled behind a barrier, with the exception of pollutants with a very high or very low viscosity. In situations where extreme fire danger or other unusually hazardous circumstances exist or severe environmental damage may result from physical cleanup, other cleanup methods may be employed as approved by the SOSC.

300.310.2 Disposal

The DHEC Bureau of Land and Waste Management regulate the land disposal of wastes resulting from spillage of oil and other hazardous substances. There are two regulations pertaining to the disposal of wastes in South Carolina. They are:

- Regulation 61-107, Solid Waste Regulations
- Regulation 61-79, Hazardous Waste Management Regulations

These regulations require that all systems utilized for land disposal of wastes, both hazardous and non-hazardous, in South Carolina have a written permit issued by DHEC prior to construction and operation. Sanitary landfills are designed to accommodate general solid waste and compatible types of industrial waste. Industrial landfills may be designed to handle general industrial waste or specific types of industrial refuse. On the other hand, hazardous waste landfills are permitted to handle a wide range of waste streams. Depending upon the nature of the waste involved in a spill, an existing landfill may or may not be capable of accepting the waste for disposal. If not, then an acceptable alternative must be sought.

Prior to initiating any disposal actions, the local District Hazardous Waste Consultant must be contacted. A Consultant is located in each of the EQC District offices (see Appendix B). The consultant can provide information on locating a suitable landfill disposal site and information on appropriate landfill officials to contact. In determining disposal options it is necessary to obtain information pertaining to waste characteristics. Such information should include quantity, chemical composition, and any other chemical, physical, or biological properties that will aid in evaluation of the waste.

The Hazardous Waste Management Regulations require generators of wastes to make a determination as to whether that waste is hazardous or non-hazardous. A waste may be hazardous

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either because it is specifically listed or because it meets one of the characteristics (ignitability, corrosivity, reactivity, or toxicity) of a hazardous waste, as described by the regulations. Xylene is an example of a listed hazardous waste. Leaded gasoline would meet the characteristics of both ignitability (flash point less than 140° F) and toxicity (greater than 5 ppm lead and greater than 0.5 ppm benzene as determined by the TCLP (toxicity characteristics leaching procedure)).

If the waste is hazardous, the generator must submit a notification (EPA Form 8700-12, Notification of Hazardous Waste Activity Form) to the Department. While the generator arranges (through an authorization process) for a permitted facility to treat, store, or dispose of the waste, he must assure that the wastes are properly containerized, labeled, and secured. A permitted hazardous waste transporter must transport the waste under a manifest system to the authorized facility. The generator must keep records, and a quarterly report must be filed with the Department. When recovered and reused, wastes are excluded from regulation. However, full compliance is required up to the point of reuse. Lists of permitted waste facilities and transporters can be obtained from the Bureau of Land and Waste Management.

Non hazardous wastes are not as stringently regulated, but while disposal is being arranged with a properly permitted facility and while disposal approval is being obtained from the Department, non hazardous wastes must be stored in a manner that prevents health and safety problems and releases to the environment. Disposal options vary with the nature and amount of the waste, and include use in asphalt manufacturing, cement manufacturing, use in brick manufacturing, use as a fuel in an industrial boiler, incineration, disposal in a permitted wastewater treatment facility, and disposal on a permitted landfill. The State operates no commercial disposal facilities, and disposal approvals will always be contingent on the facility's acceptance of each waste. Therefore, the generator must obtain agreement to accept the waste from the facility prior to applying to the Department for approval. Waste management and transportation companies are familiar with changing regulations in South Carolina. Sometimes these companies are also equipped to arrange for short-term storage while disposal options are pursued.

In general, only very lightly oiled soil or absorbent material may be land-filled. "Very lightly oiled" is considered to be less than 100 ppm of TPH (total petroleum hydrocarbons) for fuel oils, or less than 10 ppm of benzene, toluene, ethyl benzene, and xylene for more volatile petroleum products. More heavily oiled wastes must be burned in cement kilns, industrial boilers, or incinerators, or used in asphalt or brick manufacturing. Asphalt plants prefer oily soil to other absorbent. Cement kilns and industrial boilers prefer oily absorbent with high fuel value. Various incinerators are designed for liquid or solid feeds. Oily water, especially with pretreatment to recover product, may be suitable for disposal in wastewater treatment facilities. Each facility has different criteria for acceptance, but the minimum testing required would include:

- Oily Water - TPH, BTEX, Flashpoint
- Waste Oil w/ Soil - TPH, TCLP Metals, TOX (Total Organic Halogens)

A list of landfills, incinerators, wastewater treatment facilities, and asphalt, cement, and

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brick manufacturers are available through the Department's Waste Assessment Section.

In order for a waste to be accepted into a wastewater treatment facility, it must meet conditions imposed by the General Pretreatment Regulations (Section 403 of the Federal Water Pollution Control Act, as amended). It must be in accordance with a pretreatment program developed by the facility and approved by the Department. It also must be in accordance with the Department's approval for transportation of that waste to the facility. The facility may impose additional restrictions and conditions as allowed by sewer use ordinance.

In order for a waste to be accepted into a non hazardous waste landfill, the generator must have determined the waste to be non hazardous, and the landfill which is to receive the waste must have had either a permit from the Department for disposal of that specific waste, or an approval from the Department on a case by case basis. The generator of the waste, with the assistance of the landfill operator and the waste hauler, provides information about the waste to be used to apply to the Department for disposal approval. In the approval, special conditions may be imposed, as needed, to allow for proper management of the waste. The landfill may impose additional restrictions and conditions, or may decline to accept the waste.

Acceptance of non-hazardous waste at asphalt, cement, and brick manufacturing facilities must be in compliance with applicable permits and with specific disposal approval from the Department.

Federal and state legislation in the area of hazardous wastes has impacted the procedures involved in disposing of spillage material. The Resource Conservation and Recovery Act of 1976 (PL 94-580) and the South Carolina Hazardous Waste Management Act (§ 44-56-10 et seq. of the South Carolina Code of Law, 1976, as amended) ensure, as one of their major objectives, the proper "cradle to grave" management of hazardous wastes.

Regulations pursuant to these laws established requirements for the proper identification, transportation, storage, treatment, and disposal of hazardous wastes. However, in some situations, the SC Hazardous Waste regulations do allow the SOSC/DOSC to waive certain manifest and shipping requirements under R 263.30(b) and to issue a verbal Emergency Hazardous Waste permit under R.270.61 for treatment, storage and/or disposal of a hazardous waste when there is an imminent and substantial endangerment to human health or the environment. The SOSC/DOSC will assure that final disposal of hazardous waste involved in a spill is completed in a manner approved by the Department.

One very important disposal issue is that of deceased wildlife. There are set procedures in the Natural Resource Damage Assessment (NRDA) process for wildlife damage assessment. Therefore, no deceased wildlife of any kind should be disposed of prior to consulting with the SOSC and/or South Carolina's Natural Resource Trustees.

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300.310.3 Salvage and Recovery

Salvage and recovery of the material involved in a spill may be a feasible alternative depending on the extent of damage and the contamination incurred by the material. Salvage or recovery of a spilled material will be encouraged.

300.315 Phase IV - Documentation and cost recovery

[Reserved]

300.317 National response priorities.

[Reserved]

300.320 General pattern of response.

[Reserved]

300.322 Response to substantial threats to public health or welfare of the United States.

[Reserved]

300.323 Spills of national significance.

[Reserved]

300.324 Response to worst case discharges.

[Reserved]

300.335 Funding.

[Reserved]

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Subpart J - Use of Dispersants, Other Chemicals and In-Situ Burning

300.900 General

[Reserved]

300.900.1 Dispersant Use In Coastal Waters.

The State has established a procedure that will be instrumental in the decision making process for dispersant approval in South Carolina coastal waters. From the combined efforts of SCDHEC, SCDNR, and OCRM, the State has developed a list of information that will be needed in order to make an event-specific decision on dispersant use that would be in the best interest of the State of South Carolina.

The following is a listing of the information that will be required should a situation arise where dispersants are a viable response tool for a specific spill:

(a) Location of spill?
(b) What kind or type of oil was released?
(c) How much was spilled?
(d) What is the source of the spill?
(e) What habitats will be threatened? (i.e., estuaries, marshes, beaches, refuges, open ocean, etc.)
(f) What is the trajectory of the oil slick? What land areas will likely be affected?
(g) Depth of water under slick?
(h) Which dispersant is desired for use?
(I) At what application rate would the slick be treated and how would it be applied?
(j) What is the expected effectiveness of the dispersant?
(k) How long of a window of opportunity do you expect for application of the dispersant?
(l) If approved for full scale or trial application, what is the schedule of operation?
(m) Why is the use of dispersant proposed over using conventional physical containment measures such as ocean booms, skimmers, etc.?
(n) Toxicity data for dispersant to be applied. Any toxicity data available should be provided to the SOSC or faxed to (803) 896-4102.
(o) Current weather conditions at the spill location and a two (2) day forecast.
(p) Other miscellaneous information as appropriate

In order to affect a timely response on dispersant approval, we ask that the above information be supplied along with the initial request for permission to use dispersants. The request to use a dispersant should be directed to DHEC's 24-hour number (803) 253-6488 or (888) 481-0125). The SOSC will obtain the necessary input from other State Agencies and notify the FOSC and/or the incident specific RRT, as appropriate, as to the State's decision. We currently estimate that a minimum of three (3) hours consultation time to confer with our colleagues at SCDNR, OCRM, and other concerned parties will be needed to examine and evaluate all pertinent data relating to the incident before a dispersant use decision could be made

The State will work within the framework of the Regional Response Team's Dispersant Usage Plan.

300.900.2 Bioremediation.

While the Department typically finds that mechanical removal is most appropriate, and generally does not recommend bioremediation during the emergency response phase of an oil spill, the SOSC will consider any method of cleanup proposed by the RP on a case-by-case basis. During such bioremediation applications, the State will work within the framework of the Regional Response Team's Bioremediation Spill Response Plan.

300.900.3 In-Situ Burning

The State will consider the use of in-situ burning (ocean, coastal, and inland) as a response strategy on oil spills, however the response scenario must undergo the stringent evaluation as put forth in the Regional Response Team In-Situ Burn Plan.

300.905 NCP Product Schedule.

On discharges of oil, response technologies that are dispersants and other chemical or biological products will only be considered for use if they are listed on the NCP Product Schedule. Current copies of the NCP Product Schedule may be obtained through the EPA. For response technologies that are considered for use, to include in-situ burning, the SOSC will seek the concurrence of the Regional Response Team prior to their use.

300.910 Authorization of use.

[Reserved]

300.915 Data requirements.

[Reserved]

300.920 Addition of products to Schedule.

[Reserved]

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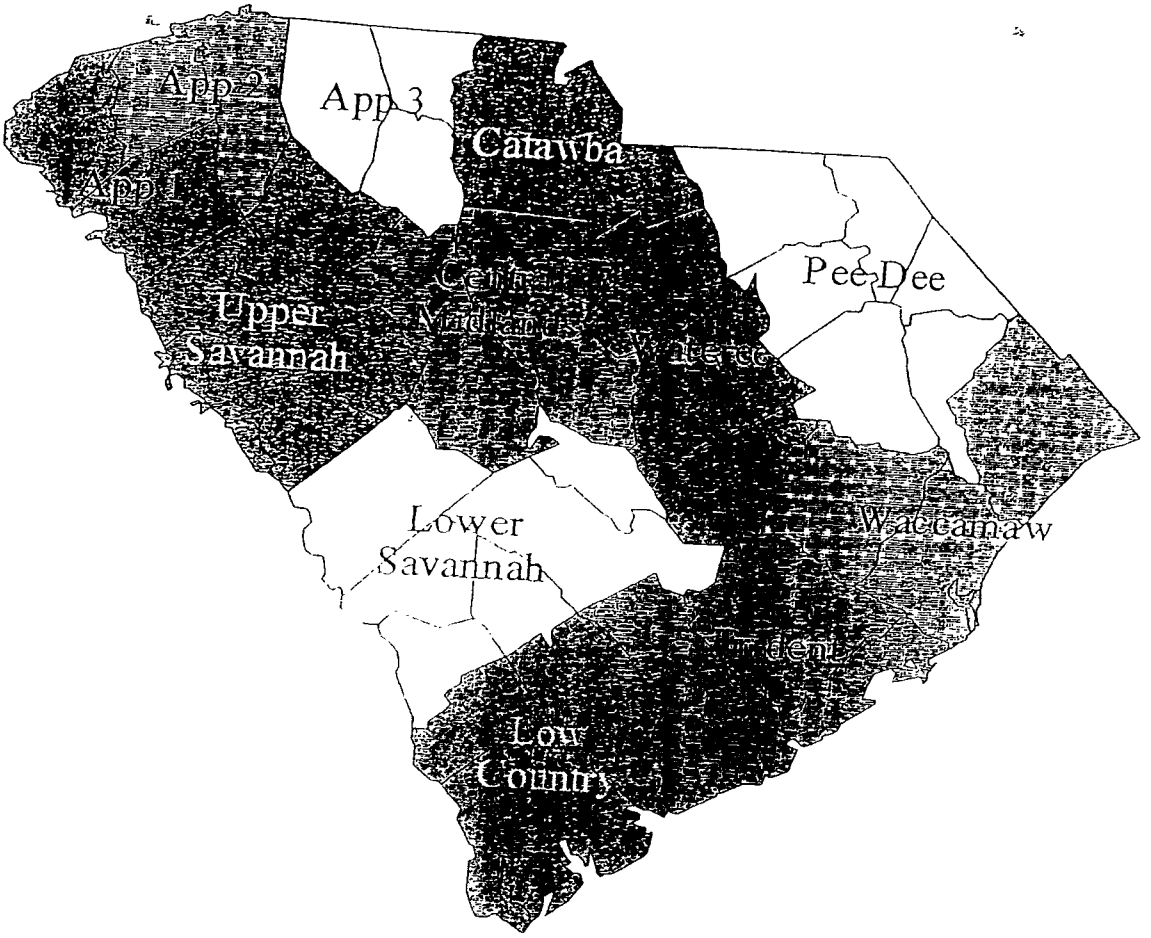
Appendix B - DHEC EQC Geographical Boundaries and Addresses



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OK. Appendix II
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D. Furtado

TPW

Filed By:

McNair Law Firm, P.A.

100 Calhoun St.
Charleston SC 29401

Number of Pages: 194

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Charlie Lybrand, Register
Charleston County, SC

DESCRIPTION	AMOUNT Amend
Recording Fee	$ 199.00
State Fee	$ -
County Fee	$ -
Postage	
TOTAL	$ 199.00

$ Amount (in thousands):

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MAR 22 2007
PEGCY A. MOSELEY
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR

REP TRR

DATE 3.22.07

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843-958-4800 101 MEETING STREET CHARLESTON, SC 29401 www.charlestoncounty.org

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PARTS OF THIS MASTER DEED ARE SUBJECT TO ARBITRATION UNDER SECTION 15-48-10. ET. SEQ. SOUTH CAROLINA CODE OF LAWS 1976, AS AMENDED.

FIRST AMENDMENT TO AMENDED AND RESTATED MASTER DEED FOR MARINER'S CAY MARINA HORIZONTAL PROPERTY REGIME

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

WHEREAS, Marina at Mariner's Cay, LLC, ("Initial Declarant"), as the owner and holder of an exclusive easement relating to the use of the property described therein and the owner of the improvements located on such property, executed a Master Deed for Mariner's Cay Marina Horizontal Property Regime (the "Regime") dated the 11th day of May, 2006, which was recorded in the Office of the RMC for Charleston County, South Carolina on May 18, 2006, in Book V-583 at page 584 et seq. (the "Initial Master Deed"); and

WHEREAS, pursuant to its authority under Article XVI of the Initial Master Deed, the Initial Declarant amended and restated the Initial Master Deed by an Amended and Restated Master Deed for Mariner's Cay Marina Horizontal Property Regime, recorded in the Office of the RMC for Charleston County, South Carolina on March 19, 2007, in Book X-618 at page 603 et seq. (the "Master Deed") and

WHEREAS, by Title to Real Estate dated May 16, 2007, recorded in the Office of the RMC for Charleston County, South Carolina on May 18, 2007, in Book A626 at page 634 et seq., the Initial Declarant, pursuant to its authority under Section 2.1(p) of the Master Deed, conveyed all rights as "Declarant" under the Master Deed to Flint River Capital, Inc.("Successor Declarant"); and

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WHEREAS, pursuant to its rights under Section 16.2 of the Master Deed, the Successor Declarant desires to amend the Master Deed to correct a scrivener's error, and the Initial Declarant desires to confirm that the amendment corrects a scrivener's error.

NOW, THEREFORE, THE MASTER DEED IS AMENDED AS FOLLOWS:

A. Section 5.1.2 (Commercial Units) is amended to reflect the following insertions and ~~deletions~~:

> "The Commercial Units consist of a Two Story Frame Wood Frame Structure on Timber Piles (commonly known as the Ship Store), containing Commercial Unit No. 1-A on the first floor, plus a Wood Ramp and Wooden Decking; Commercial Unit No. 1-B on the second floor; and Commercial Unit No. 2, which consists of Boat Slip Units ~~B-21 and B-22~~ **C-21 and C-22**, plus all fuel tanks, pumps, lines and related fueling equipment throughout the Property, together with an easement across, over and under the Common Elements as reasonably required to maintain, repair and improve the fuel tanks, pumps, lines and related fueling equipment."

As a result of such insertions and deletions, Section 5.1.2 (Commercial Units) shall read as follows:

> "The Commercial Units consist of a Two Story Frame Wood Frame Structure on Timber Piles (commonly known as the Ship Store), containing Commercial Unit No. 1-A on the first floor, plus a Wood Ramp and Wooden Decking; Commercial Unit No. 1-B on the second floor; and Commercial Unit No. 2, which consists of Boat Slip Units **C-21 and C-22**, plus all fuel tanks, pumps, lines and related fueling equipment throughout the Property, together with an easement across, over and under the Common Elements as reasonably required to maintain, repair and improve the fuel tanks, pumps, lines and related fueling equipment."

B. Section 6.1 (Access Easements) is amended to reflect the following insertions and ~~deletions~~:

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"***Section 6.1 Access Easements***. An easement for ingress and egress from the Asphalt Parking Area on the north side of Commercial Unit No. 1-A, as shown on Exhibit "B", and thence to the public highway known as Folly Road is reserved for all Units. In addition, an easement for ingress and egress is reserved for all Units across the Wood Ramp adjacent to the Two Story Frame Wood Structure on Timber Piles ("Wood Ramp") and the "13' Wide Ingress-Egress Easement", both as shown on Exhibit "B", and as further described in Exhibit "C". If Commercial Unit ~~C-1~~ 1-A is modified, the Owner of such Commercial Unit shall have the right to relocate the easement across the Wood Ramp, provided that a reasonably is created and defined by recorded easement. If requested by the Owner of Commercial Unit ~~C-1~~ 1-A, the Association shall evidence in writing its approval of the comparable substitute access easement."

As a result of such insertions and deletions, Section 6.1 (Access Easements) shall read as follows:

"***Section 6.1 Access Easements***. An easement for ingress and egress from the Asphalt Parking Area on the north side of Commercial Unit No. 1-A, as shown on Exhibit "B", and thence to the public highway known as Folly Road is reserved for all Units. In addition, an easement for ingress and egress is reserved for all Units across the Wood Ramp adjacent to the Two Story Frame Wood Structure on Timber Piles ("Wood Ramp") and the "13' Wide Ingress-Egress Easement", both as shown on Exhibit "B", and as further described in Exhibit "C". If Commercial Unit 1-A is modified, the Owner of such Commercial Unit shall have the right to relocate the easement across the Wood Ramp, provided that a reasonably is created and defined by recorded easement. If requested by the Owner of Commercial Unit 1-A, the Association shall evidence in writing its approval of the comparable substitute access easement."

C. Exhibit D (Schedule of Basic Values and Percentage Interest for Commercial Units) is amended to reflect the following insertions and ~~deletions~~:

Unit No.	"STAGE 1 - A THROUGH F Useable Moorage Length	Percentage Interest	Basic Value
"Commercial Unit 1-A	Not applicable	2.0021%	2.0021
"Commercial Unit 1-B	Not applicable	1.0769%	1.0769
"Commercial Unit 2	Not applicable	See Units ~~B-21 & B-22~~ **C-21 & C-22**	See Units ~~B-21 & B-22~~ **C-21 & C-22"**

As a result of such insertions and deletions, Exhibit D (Schedule of Basic Values and Percentage Interest for Commercial Units) shall read as follows:

Unit No.	"STAGE 1 - A THROUGH F Useable Moorage Length	Percentage Interest	Basic Value
"Commercial Unit 1-A	Not applicable	2.0021%	2.0021
"Commercial Unit 1-B	Not applicable	1.0769%	1.0769
"Commercial Unit 2	Not applicable	See Units **C-21 & C-22**	See Units **C-21 & C-22**

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D. Section 25.9 (Addresses for Notices) is amended in part to reflect the following insertions and ~~deletions~~:

"All notices to Declarant shall be delivered to:

~~"Marina at Mariner's Cay, LLC~~
~~c/o Gary C. Benjamin~~
~~P. O. Box 51307~~
~~Piedmont, SC 29673~~
Flint River Capital, Inc.
120 Pitt Street
Mt. Pleasant, SC 29464"

"or to such other address as has been provided, in writing, from time to time, by the Declarant to the Council of Co-Owners."

As a result of such insertions and deletions, Section 25.9 (Addresses for Notices) shall read as follows:

"All notices to Declarant shall be delivered to:

Flint River Capital, Inc.
120 Pitt Street
Mt. Pleasant, SC 29464

or to such other address as has been provided, in writing, from time to time, by the Declarant to the Council of Co-Owners."

E. Exhibit B (Site and Dock Plans) is amended to reflect the following insertions and ~~deletions~~:

"COMMERCIAL UNIT No. 2: SLIPS ~~B-21 AND B-22~~ C-21 AND C-22, FUEL TANKS, PUMPS, LINES AND RELATED FUELING EQUIPMENT ARE PART OF COMMERCIAL UNIT No. 2."

As a result of such insertions and deletions, the applicable sentence in Exhibit B (Site and Dock Plans) shall read as follows:

"COMMERCIAL UNIT No. 2: SLIPS C-21 AND C-22, FUEL TANKS, PUMPS, LINES AND RELATED FUELING EQUIPMENT ARE PART OF COMMERCIAL UNIT No. 2."

Furthermore, the designation on Exhibit B of Boat Slip Units **B**-21 and **B**-22, respectively, as "Gasoline Pump" and "Diesel Pump" is amended to apply to Boat Slip Units **C**-21 and **C**-22, respectively.

IN WITNESS WHEREOF, **FLINT RIVER CAPITAL, INC.**, the Successor Declarant, has executed this amendment this 7th day of May, 2008.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

SUCCESSOR DECLARANT
FLINT RIVER CAPITAL, INC.

By: Chuck Werk
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing document was acknowledged before me this 7th day of May, 2008, by Successor Declarant, Flint River Capital, Inc., by and through its President, Chuck Werk, who is personally known to me or who has provided evidence of his identity.

(**SEAL**)

Signature of Notary
Print Name: Summer R. Cassels
Notary Public for South Carolina
My Commission Expires: 3-23-17

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Marina at Mariner's Cay, LLC, executes this Amendment for the sole purpose of evidencing its agreement that the purpose of this Amendment is to correct a scrivener's error in the Master Deed.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

"DECLARANT"
MARINA AT MARINER'S CAY, LLC

By: G. Peter Manos
A Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing document was acknowledged before me this 23rd day of April, 2008, for Marina at Mariner's Cay, LLC, by and through its member, G. Peter Manos, who is personally known to me or who has provided evidence of his identity.

Signature of Notary

(**SEAL**)

Print Name: Patty Ergal Robinson
Notary Public for South Carolina
My Commission Expires: 10/02/08

PATTY ERGAL ROBINSON NOTARY PUBLIC SOUTH CAROLINA

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Charlie Lybrand, Register
Charleston County, SC

Filed By:

John M. Bleecker, Jr.
Attorney at Law
Post Office Box 148
Charleston SC 29402

Number of Pages: 8

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County Fee	<Exempt>
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CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR

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