

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

R. Marklev Dennis, Circuit Court Judge

Case No 2008-CP-10-00069

Charles L Measter and Barbara P Measter, Appellants/Respondents

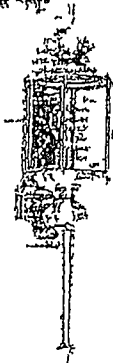
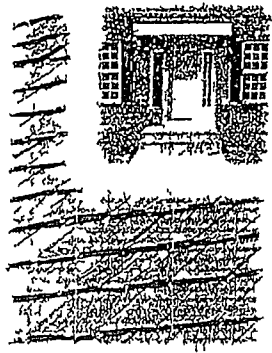
v

Dudley N Carpenter and Jane G Carpenter, Respondents/Appellants

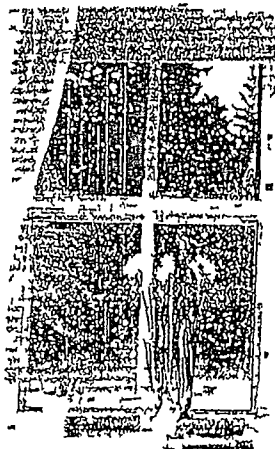
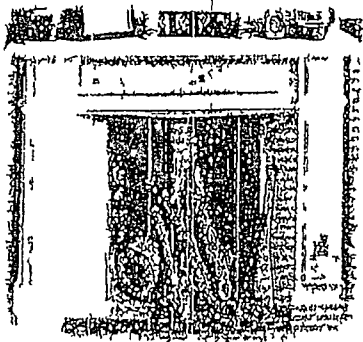
RECORD ON APPEAL

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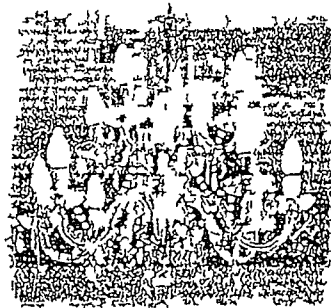
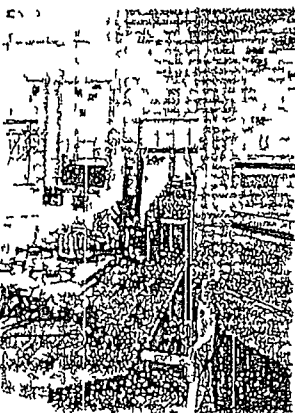
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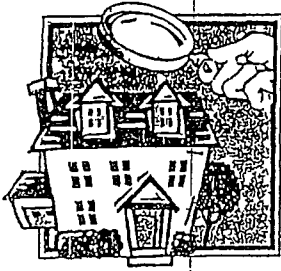


HOME INSPECTION



Report



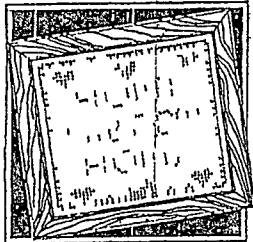


What is a home inspection and what does this report mean to you?

The purpose of a home inspection is to visually examine the readily accessible systems and components of the home. The inspectors are not required to move personal property, materials or any other objects that may impede access or limit visibility. Items that are unsafe or not functioning, in the opinion of the inspector, will be described in accordance with the standards of practice to which the inspectors abide by. This inspection report is not intended as a guaranty, warranty, or an insurance policy. Because your home is one of the biggest investments you will ever make, use the information in this report and discuss the findings with your real estate agent and family to understand the current condition of the home.

Our inspections exceed the highest industry standards.

Because we use a TEAM of inspectors, each an expert in their field, our inspections are performed with greater efficiency, more expertise and therefore exceed the highest industry standards. We are pleased to present you with this written detailed report as a service to you - our client.

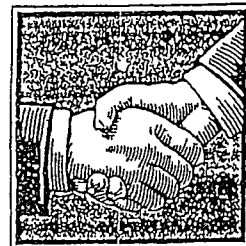


We believe in your dream of home ownership.

We want to help you get into your dream home. Therefore, we take great pride in being your partner in this decision making process. This certainly is a major achievement in your life. We are happy to be part of this important occasion and we appreciate the opportunity to help you realize your dream.

The HomeTeam Inspection Service... Meeting homeowners' expectations.

Both financially and emotionally, buying your new home is a major decision. You will enjoy many years of happiness if you have chosen wisely. In performing thousands of inspections over the years, The HomeTeam Inspection Report has been designed to meet the expectations of today's new homebuyers. We are proud to deliver this high quality document for your peace of mind. If you have any questions while reviewing this report, please contact us immediately. Thank you for allowing us the opportunity to serve you.



V4908 H1



Post Office Box 1504 Summerville SC 29484-1504

843-871-7549 Fax 843-875-5779

ht472@hometeaminspection.com

E mail rgoodman5@sc.rr.com

June 5, 2007

Chip Carpenter

RE 1964 Bohicket Marina
Seabrook Island, SC 29455
Inspection # 472-062007-0257

Dear Mr & Mrs Carpenter

On 6/5/2007 The HomeTeam Inspection Service made a visual inspection of the property referenced above. Enclosed please find a written, narrative report of our findings in accordance with the terms of our Home Inspection Agreement. Although maintenance items may have been addressed verbally at the time of the inspection, they may not be included in the enclosed report.

I trust the enclosed information is helpful and I hope you enjoy every aspect of your new home. If I can be of any assistance, please feel free to call me at the above telephone number.

Sincerely,

The HomeTeam Inspection Service

Roger Goodman



The HomeTeam Inspection Service
Post Office Box 1504
Summerville, SC 29484-1504

Phone 843-871-7549
Fax 843-875-5779
Email rgoodman5@sc.rr.com

Receipt

Date
6/5/2007

File Number
472-062007-0257

Inspection Information

1984 Bohicket Manna
Seabrook Island, SC 29455

Inspection Date 6/5/2007
Inspection Time 10:00 AM

Client Information

Chip Carpenter

Service

Condominium Inspection

Inspector

Roger Goodman

Price

290.00

Total Price of Inspection

\$ 290.00

HOMETEAM® INSPECTION AGREEMENT

This agreement is between The HomeTeam Inspection Service d.b.a. THE HOMETEAM INSPECTION SERVICE® ("The HomeTeam Inspection Service") and Chip Carpenter ("Client")

1 The HomeTeam Inspection Service shall inspect the structure located at 1964 Bohicket Marina (the Property) on 6/5/2007, and provide Client with a written inspection report (the Report) in compliance with the Standards of Practice and Code of Ethics of the American Association of Home Inspectors (the AAHI Standards) as modified by this Agreement. The purpose of the inspection is to identify systems and components of the Property that, in the professional opinion of the Inspector, are significantly deficient. The inspection and Report will be limited to visible and readily and safely accessible areas and components of the Property. The inspection is limited to the apparent condition of the Property at the time of the inspection.

2 Client shall pay The HomeTeam Inspection Service an inspection fee of \$ 290 00 payable before the inspection. Client shall pay a \$25 00 charge for any dishonored check.

3 LIMITATION OF LIABILITY UNLESS PROHIBITED BY THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, CLIENT EXPRESSLY AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES AND LITIGATION COSTS) RELATING TO THIS AGREEMENT OR THE INSPECTION AND REPORT PROVIDED BY THE HOMETEAM INSPECTION SERVICE IS LIMITED TO LIQUIDATED DAMAGES IN AN AMOUNT EQUAL TO THE INSPECTION FEE PAID BY CLIENT. CLIENT HEREBY WAIVES AND RELEASES ALL OTHER CLAIMS IT MAY HAVE NOW OR IN THE FUTURE AGAINST THE HOMETEAM INSPECTION SERVICE ITS INSPECTORS EMPLOYEES, AGENTS, OFFICERS DIRECTORS, SHAREHOLDERS MEMBERS PRINCIPALS PARTNERS AFFILIATES, SUCCESSORS, HEIRS, ASSIGNS AND LEGAL REPRESENTATIVES INCLUDING WITHOUT LIMITATION CLAIMS FOR BREACH OF CONTRACT BREACH OF WARRANTY, PROMISSORY ESTOPPEL, NEGLIGENCE PROFESSIONAL MALPRACTICE, OR OTHER TORT. CLIENT HEREBY WAIVES AND RELEASES ANY CLAIM ARISING UNDER THIS AGREEMENT OR THE REPORT UNLESS THE HOMETEAM INSPECTION SERVICE IS NOTIFIED OF THE CLAIM WITHIN ONE YEAR AFTER THE DATE OF THE INSPECTION. EACH PARTY HEREBY WAIVES THE RIGHT TO OR ANY CLAIM FOR CONSEQUENTIAL EXEMPLARY SPECIAL, INCIDENTAL, MULTIPLE, OR PUNITIVE DAMAGES AGAINST THE OTHER (EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF) AND AGREES THAT, IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH PARTY WILL BE LIMITED TO ACTUAL DAMAGES. EACH PARTY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION PROCEEDING OR COUNTERCLAIM WHETHER AT LAW OR IN EQUITY BROUGHT BY EITHER PARTY.

4 The inspection WILL INCLUDE all of the following systems and components of the Property unless otherwise indicated:

Foundation (Included)
HVAC Systems (Included)
Plumbing System (Included)

Electrical Systems (Included)
Structural System (Included)
Roof (Included)

5 The inspection WILL NOT INCLUDE the following systems or components whether or not they are visually accessible and they are hereby specifically excluded unless otherwise indicated:

Underground Utilities (Excluded)
Intercom Systems (Excluded)
Tennis Courts (Excluded)
Solar Heating Systems (Excluded)
Personal Property (Excluded)
Water Softeners (Excluded)
Playground Equipment (Excluded)

Security Systems (Excluded)
Swimming Pools (Excluded)
Wells / Springs (Excluded)
Cesspools (Excluded)
Drainfields (Excluded)
Septic Tanks (Excluded)
Trash Compactors (Excluded)

Detached Buildings (Excluded)
Water Analysis (Excluded)
Lead Based Paint (Excluded)

6 Notwithstanding anything to the contrary in this Agreement or in the AAHI Standards, the purpose and scope of the inspection and Report are limited to the identification and disclosure of "major defects" only. A "major defect" is any single defect in a system or component of the Property that cannot be corrected, repaired or replaced for \$1,000 or less. Although the inspector and the Report may nonetheless identify non-major defects, The HomeTeam Inspection Service does not undertake, and is not required to identify or report any defect that could be corrected, repaired or replaced for \$1,000 or less or any system or component that could be rendered safe or functional for \$1,000 or less all of which are specifically excluded from the scope of the inspection and Report.

7 The inspection and Report WILL NOT INCLUDE the following systems, components, conditions, or substances, whether or not visually-observable, and they are hereby specifically excluded from the scope of the inspection unless otherwise specifically indicated: (a) latent or concealed defects; (b) non-built in appliances; (c) the adequacy or efficiency of any system or component; (d) compliance with past or present building, fire, or other governmental codes or regulations; (e) the operation of security locks devices or systems; (f) the presence of or damage caused by termites rodents ants, birds, or other wood-boring organisms; (g) survey appraisal, or flood plain certification; (h) matters of title zoning or compliance with restrictive covenants; (i) property boundaries, encroachment, adverse possession, and the placement of fences and walls; (j) the presence of or danger from asbestos, radon gas, lead paint and lead exposure hazards, carbon monoxide, urea formaldehyde, toxic or flammable chemicals, water or airborne related illness or disease, mold, mildew or fungi, moisture content of walls, floors, ceilings or siding, or any other substance not visually detectable; (k) water and air quality, soil, and geological site engineering conditions; (l) exterior insulated finishing systems (EIFS); (m) product recalls relating to any system or component of the Property; and (n) cosmetic items. Client is urged to contact a reputable specialist if information identification or testing for any of the foregoing conditions or substances is desired or indicated.

8 Inspectors are not required to move or open debris, furniture, equipment, carpeting, walls, floors, ceilings, water, ice, snow, soil, vegetation or other materials, objects or personal property that may impede access or limit visibility. Inspectors are not required to enter any area that may contain hazardous or unsafe materials. No invasive or destructive testing will be conducted. No equipment or systems will be dismantled. Inspectors are not required to enter attic spaces that are unsafe or if access might damage ceilings or insulation. Inspectors are not required to walk on or access a roof if doing so might damage the roof or roofing materials or be unsafe for the inspector. Inspectors are not required to enter crawl areas where the headroom is less than three feet or where adverse conditions exist. Inspectors are not required to test the function or operation of shutters, awnings, window coverings or similar accessories. Thermostats and timers are not checked for accuracy or calibration. Inspectors will not activate heating and cooling systems that have been shutdown or taken out of service. Air conditioners cannot be safely checked when the outside temperature has been below 60° within 24 hours. Pressure gauges are not used to test air conditioners. Garbage disposals are checked for

operation only. Dishwashers are checked only for their ability to fill and drain properly. The absence of visible indications of water penetration in an attic or basement at the time of the inspection is NOT conclusive evidence that the roof or basement is free from leakage. The Inspector may observe actual water penetration in these areas only if the inspection is conducted during a prolonged period of heavy rainfall.

9. The services listed below are specifically excluded from the inspection unless otherwise indicated. In order to receive the additional services listed below (notwithstanding the limitations of Sections 4 and 5 herein), Client must pay additional fee(s) and initial the service(s) below.

a. **Pest (Excluded)** This inspection, if included, is an examination to identify the presence or absence of wood-destroying insects and organisms such as termites, carpenter ants, powder post beetles, carpenter bees, or wood decay fungus. The inspection WILL attempt to identify any visually apparent major structural damage caused by such organisms. The inspection WILL NOT include an examination to identify the presence or absence of rodents or other vermin or insects not expressly included above. All pest examinations WILL be performed by inspectors who meet all state standards for performing pest inspections in the state in which the Property is located. The pest inspectors may not be employees of The HomeTeam Inspection Service.

b. **Radon Gas (Excluded)** This inspection, if included, is an examination to identify the presence of radon gas. All radon gas examinations will be performed by inspectors who meet all state standards for performing radon gas inspections in the state in which the Property is located. The radon gas inspectors may not be employees of The HomeTeam Inspection Service. (The EPA recommends that all homes be tested for the presence of radon gas.)

c. **Mold (Excluded)** This inspection is a test to identify the presence, different types, or level of mold or mold spores in the home. A mold test will NOT be included in the inspection or report unless Client executes a separate Mold Test Agreement.

10. THE INSPECTION AND RESULTING REPORT ARE NOT INTENDED AS A GUARANTY, WARRANTY, OR INSURANCE POLICY. THE HOMETEAM INSPECTION SERVICE MAKES NO EXPRESS OR IMPLIED GUARANTIES OR WARRANTIES REGARDING THE CONTINUED ADEQUACY, PERFORMANCE, OR CONDITION OF ANY STRUCTURE, ITEM, COMPONENT OR SYSTEM AFTER THE INSPECTION AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES.

11. Client shall provide The HomeTeam Inspection Service with written notice of any unreported defect or deficiency, of any damage or injury caused by The HomeTeam Inspection Service, its employees or agents, or of any other claim ("Claims"), within ten business days after Client discovers or reasonably should have discovered the Claim. Client shall not commence any legal proceeding relating to the Claim for thirty days after The HomeTeam Inspection Service's receipt of notice of the Claim, during which time Client shall provide The HomeTeam Inspection Service with reasonable access to the Property and opportunity to investigate and cure the Claim. If Client fails to provide The HomeTeam Inspection Service with the notice or cure period, or alters, repairs or replaces any system or component of the Property that may have a bearing upon the Claim, thereby preventing The HomeTeam Inspection Service from independently verifying the existence or extent thereof, then Client shall be deemed to have irrevocably waived and released the Claim against The HomeTeam Inspection Service, its inspectors, employees, agents, officers, directors, shareholders, members, principals, partners, affiliates, successors, heirs, assigns and legal representatives.

12. The inspection and report are intended for Client's sole, confidential, and exclusive use and benefit. The report is not intended for the benefit of, and may not be relied upon by, any other party. The disclosure or distribution of the report to the current owner(s) of the Property or real estate agents will not make such persons intended beneficiaries of the report. Client shall indemnify and defend The HomeTeam Inspection Service, its inspectors, employees, agents, officers, directors, shareholders, members, principals, partners, affiliates, successors, heirs, assigns and legal representatives, and hold each of those parties harmless, from and against all losses, damages and expenses (including, without limitation, attorney fees) arising from any claim asserted by any third party relating to this Agreement or the report.

13. This Agreement represents the entire agreement between the parties, and any prior agreements and understandings are hereby superseded and merged into this Agreement. All rights, duties, obligations and remedies of either party relating to the subject matter of this Agreement shall arise from and be governed solely by this Agreement, and each party expressly waives and relinquishes all claims in tort (whether based upon statute, common law, or otherwise) it may have, now or in the future, against the other party relating to the subject matter of this Agreement. Any change, modification, or amendment to this Agreement must be in writing and signed by all parties. This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, successors and assigns. If any provision of this Agreement is illegal, invalid or unenforceable, that provision will be deemed to be modified or eliminated to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will not be affected thereby. The laws of the state in which the Property is located govern all aspects of this Agreement.

14. Client acknowledges and agrees that: (i) The HomeTeam Inspection Service d.b.a. The HomeTeam Inspection Service® is an independently-owned and independently-operated franchisee of The HomeTeam Inspection Service, Inc.; (ii) The HomeTeam Inspection Service is not an employee, partner or agent of The HomeTeam Inspection Service, Inc.; (iii) The HomeTeam Inspection Service is not authorized to make any contract, agreement, warranty or representation on behalf of The HomeTeam Inspection Service, Inc.; and (iv) Client will have no recourse against The HomeTeam Inspection Service, Inc., and The HomeTeam Inspection Service, Inc. will not be liable to Client, for any obligation, act or omission of, or for any breach of this Agreement by The HomeTeam Inspection Service.

The HomeTeam Inspection Service® d.b.a. The HomeTeam Inspection Service®

By: [Signature]
001068

Date: 6-5-07

Signed: [Signature] CLIENT

Date: 6-5-07

Signed: _____ CLIENT

Date: _____

Client Name Chip Carpenter Date 6/5/2007
 Inspection Property Address 1964 Bohicket Marina
Seabrook Island SC 29455
 City State Zip

Inspection Company Name Home Team Inspection Service
Inspection Company Address PO Box 1504
Summerville, SC 29484

Background The Presence of certain mold and mold spores in housing can result in mild to severe health effects in humans and can deteriorate the building materials in the dwelling resulting in structural damage. Health effects include, but are not limited to asthma, allergy symptoms, watery eyes, sneezing, wheezing, difficulty breathing of the lungs, sinus congestion, blurry vision, sore throat, dry cough, aches and pains, skin irritation, bleeding of the lungs, headaches, memory loss fever. As humans vary greatly in their chemical make-up, so does the individual's reaction to mold exposure. For some people, a small number of mold spores can cause ill effects. In others it may take a longer exposure.

____ Possible mold growth is visible in one or more areas of the property. It is recommended that the _____ area(s) of the dwelling be sampled to determine the type(s) of mold present. The test performed is a swab or air test, which will be sent to a laboratory for analysis to determine the type(s) of mold present at the time of sampling. Cost to provide this service is \$_____.

A visible condition or visible mold growth exists in the property that may indicate water infiltration has occurred, or is occurring. This condition is conducive to mold growth that could be present in areas not readily visible. It is recommended that the _____ area(s) of the dwelling be sampled to determine the type(s) of mold present. The tests performed are indoor and outdoor air sampling, which will compare and identify the type(s) of mold present and the concentrations of mold spores, as well as a carpet test which will give "historical" data. All samples will be sent to a laboratory to determine the type(s) of mold present at the time of sampling. The cost to provide this service is \$_____.

X At the time of inspection, no visible signs or conditions indicating mold growth were observed. However, mold may be present. As a precaution it is recommended that an air or carpet sample be taken which will be sent to a laboratory to determine if mold spores are present in the property, and if so, what type(s) are present. The cost to provide this service is \$ 300.00

Please be advised that these tests are an indicator of conditions at the time the sampling occurred. As conditions can change over time, this is an indicator of mold in the area tested at the time the test was taken. This is no guarantee that mold does not exist in other areas of the home. You may wish to seek the advice of a Certified Industrial Hygienist or a mold remediation specialist for further consultation.

"I / We authorize and request the above-named Company to conduct the service outlined"

Authorized Signature (Buyer)

Date

☒ THE CLIENT DOES NOT WANT ANY TESTING FOR MOLD
PERFORMED AT THIS TIME

"I / We the undersigned, acknowledge that we have been advised and encouraged to have the property tested for mold, and that I / We understand that the presence of certain types of mold prevalent in housing can cause severe health effects and / or structural damage to the dwelling. I / We decline the above-named Company to conduct the services outlined. I agree to hold harmless the above named Company for any damages or responsibility for building conditions which remain undiscovered regarding mold and mold spores"

☒ Gene Carpenter
Authorized Signature (Buyer)

☒ 6-5-07
Date

_____ The Client was NOT present at the time of the home inspection. If Client would like a mold testing performed, please contact the HomeTeam Inspection Service, to schedule an appointment.

File Number 472-062007-0257
Address of Inspection 1964 Bohicket Marina

This report is intended for the sole, confidential, and exclusive use and benefit of the Client(s) listed in HomeTeam Inspection Agreement. This report is not intended for the benefit of, and may not be relied upon by, any other party without prior written approval of HomeTeam Inspection Service. The disclosure or distribution of this report to the current owner(s) of the property inspected or to any real estate agent will not make those persons intended beneficiaries of this report. Use of this report by real estate agent(s) other than for the benefit of the Client(s) listed in the HomeTeam Inspection agreement is strictly prohibited without prior written approval from the client(s) and HomeTeam Inspection Service. The HomeTeam Inspection Service has no liability to any party (other than the HomeTeam® client named above, for whom this report was expressly prepared) for any loss, damage or expense (including, without limitation, attorney fees) arising from any claim relating to this report.

GENERAL DESCRIPTION

Throughout this report, the terms "right" and "left" are used to describe the home as viewed from the street. The term "major visual defect" is defined in the Home Inspection Agreement, the terms of which are incorporated into this report. The HomeTeam inspects for evidence of structural failure and safety concerns only. The cosmetic condition of the paint, wall covering, carpeting, window coverings, etc., or deficiencies that would be apparent to the average person are not addressed. All conditions are reported as they existed at the time of the inspection.

This inspection is limited to the readily accessible, visible components of the home and does not address the insurability of the property. This is not a code inspection. Zoning, easements, setbacks, restrictions, or home owner's association rules, by laws or codes are not within the scope of this inspection.

Routine maintenance and safety items are not within the scope of this inspection unless they otherwise constitute major, visually observable defects as defined in the Home Inspection Agreement. Although some maintenance and/or safety items may be disclosed, this report does not include all maintenance or safety items, and should not be relied upon for such items. Some components that are inspected and found to be functional may not necessarily appear in the report, simply because we do not wish to waste our client's time by having them read unnecessarily lengthy report about components that do not need to be serviced.

The inspected property consisted of a 1st floor condominium wood-framed structure with stucco and wood that was occupied at the time of the inspection. There were visual defects on the visible portions of the siding (cracking in stucco and moisture damage to wood siding/trim). The approximate temperature at the time of the inspection was 80 to 85 degrees Fahrenheit, and the weather was sunny and clear. The utilities were on at the time of the inspection. The buyer was present during the inspection.

File Number 472-062007-0257
Address of Inspection 1964 Bohicket Marina

The home was situated on a lightly sloped lot. The general grade around the home appeared to be adequate to direct rain water away from the foundation. The age of the home, as reported by the buyer's Agent was said to be twenty to twenty five years old.

There was a brick walkway leading to brick front entry way in the front of the home. There were no major visual defects observed in the walkway or the front entry way.

There was an asphalt driveway in the front of the home which led to the home. There were no major visual defects observed in the driveway.

PATIO

There was a brick patio located in the back and front of the home. There were no major visual defects observed to the patio.

ROOF STRUCTURE

The roof was a gable design covered with asphalt/fiberglass shingles. Observation of the roof surfaces and flashing was performed from ground level or roof edge. The age of the roof covering, as reported by the buyers Agent, was approximately (unknown) years. There was one layer of shingles on the roof at the time of the inspection.

There was light curling and moderate surface wear observed on the roof shingles at the time of the inspection. These conditions indicate the roof shingles were in the second half of their useful life.

This visual roof inspection is not intended as a warranty or an estimate on the remaining life of the roof. Any roof metal, especially the flashing and valleys, must be kept well painted with a paint specially formulated for the use. There were no major visual defects detected on the exterior of the roof.

The roof drainage system consisted of aluminum gutters and downspouts which appeared to be functional at the time of the inspection. Gutters and downspouts should receive routine maintenance to prevent premature failure. There were no major visual defects observed on the visible portions of the gutters or downspouts.

There was one chimney. Observation of the chimney exterior was made from the ground, with the aid of binoculars. There were no major visual defects observed on the exterior.

File Number 472 062007 0257
Address of Inspection 1964 Bohicket Marina

FOUNDATION

The foundation appears to be constructed of poured concrete. There were no major visual defects observed on the visible portions of the foundation.

CRAWL SPACE

The crawl space was accessible at the time of the inspection, and was damp. Because of its configuration, it was not possible to inspect all areas of the crawl space. A crawl space should have a polyvinyl vapor barrier covering the surface and should be adequately vented at all times. There were visual defects observed in the crawl space.

DEBRIS IN CRAWLSPACE

There was debris in crawlspace that should be removed to prevent moisture damage and rodents in crawlspace.

FLOOR STRUCTURE

The visible floor structure consisted of a plywood subfloor, supported by two-inch by eight-inch wood joists spaced sixteen inches on center. There was 8x16-inch concrete block walls, posts or piers for load bearing support. There were no major visual defects observed in the visible portions of the floor structure.

FLOOR INSULATION

Home had floor insulation between joists. Floor insulation limits inspection of flooring system. There were defects observed in the insulation of the flooring system. There was insulation down or is deteriorating and falling down.

PLUMBING

The visible water supply lines throughout the home were copper, polybutylene and pex pipe. The water was supplied by a public water supply. The visible waste lines consisted of PVC pipe. The home was connected to a public sewer system. All plumbing fixtures not permanently attached to a household appliance were operated and inspected for visible leaks. Water flow throughout the home was average. There were no major visual defects observed in the visible portions of the plumbing system.

File Number 472-062007-0257
Address of Inspection 1964 Bohicket Manna

PLUMBING AGE

Although there appeared to be no leaks or problems with the plumbing at the time of this inspection Buyer should expect repairs because age of plumbing and fixtures

POLYBUTYLENE SUPPLY PIPE

Polybutylene water supply pipes were found at the time of inspection Polybutylene water lines have had a history of failure

Polybutylene supply lines are usually grey in color although some are black The larger diameter yard service line has been made in gray, black and blue

Fittings for polybutylene systems are either compression-nut or crimp-ring-and-insert The insert fittings are acetal plastic, or copper or brass

Polybutylene was competitively priced and very easy to work with The lines were very flexible, many turns could be made without the use of elbow fittings, just by bending the pipe

Polybutylene supply lines have proved vulnerable to chlorine exposure in concentrations above 2ppm, typical of most municipal water supplies Also, the acetal plastic insert fittings have proved even more sensitive to chlorine degradation than polybutylene The chlorine leaches polymers from the polybutylene (and the acetal inserts) over time, making it brittle Private well water is rarely chlorinated and has not been known to pose a threat to polybutylene

The sale of fittings for use with polybutylene was discontinued near the end of 1986 Polybutylene piping was removed from the Uniform Plumbing Code as an approved water distribution material in 1989 Early in 1995 Shell Chemical announced they would no longer sell polybutylene to U S pipe manufacturers

Polybutylene systems installed on non-chlorinated well-water systems using compression fittings have no known history of problems But, polybutylene systems installed on chlorinated municipal supplies have a known history of problems, especially when crimped insert fittings were used

The settlement of a class-action law suite may provide some compensation to homeowners with polybutylene systems Call the Consumer Plumbing Recovery Center at 1-800-356-3496 or pbpipe.com

File Number 472-062007-0257
Address of Inspection 1964 Bohicket Marina

BACKFLOW PREVENTER & EXPANSION TANKS

Most modern homes may have a backflow preventer installed at or near the meter. Many municipalities require them to be added on older homes when work on the plumbing system is performed, or if an irrigation system is present. Backflow preventer should be tested annually. In systems with a backflow preventer, an expansion tank should be present to avoid overpressure conditions created by water expansion in a closed system. Expansion tanks are typically located at the cold water supply to the water heater.

The water meter was located in the front. The main water shutoff valve for the home was located adjacent to the water service entry point at meter.

There was a 50 gallon capacity, electric water heater located in the storage room. The water heater was manufactured by A O Smith. A temperature and pressure relief valve (T & P) was present. Because of the lime build-up typical of T & P valves, we do not test them. An overflow leg was present. It did terminate close to the floor. Your safety depends on the presence of a T & P valve and an overflow leg terminating close to the floor. Water heaters are not checked for adequacy or efficiency, function only.

The water heater was functional.

The life expectancy of a domestic water heater is 10 to 15 years. Water heaters generally are not replaced unless they leak. The heating element in an electric heater may require replacing prior to the end of life expectancy of the heater itself. It is very important that water heaters have a properly installed relief valve and and discharge piping, the valve discharge should point downward and within 6" of floor or ground.

ELECTRIC SERVICE

The underground electric service wire entered the home on the front wall. The electric meter was located on the exterior wall. The service wire entered a General Electric service panel, located on the Utility room wall with a 150 amp and 120/240 volt rated capacity. The branch circuits within the panel were copper. These branch circuits and the circuit breaker to which they were attached appeared to be appropriately matched. The visible house wiring consisted primarily of the Romex type and appeared to be in good condition.

A representative number of installed lighting fixtures, switches, and receptacles located throughout the home were inspected and were found to be functional. The grounding and polarity of receptacles within six feet of plumbing fixtures, and those attached to ground fault circuit interrupters (GFCI), if present, were also tested. All GFCI receptacles and GFCI circuit breakers should be tested monthly. There were GFCI protected circuits located in the bathroom(s). The present and tested GFCI's were not functional. A non-functional GFCI should be replaced with functional GFCI's.

File Number 472-062007-0257
Address of Inspection 1964 Bohicket Marina

ARC FAULT BREAKERS

The system does not include arc-fault circuit interrupter, which effective January 2002 are mandated by electrical code to protect 15 and 20 amp branch circuits serving bedrooms, and you may wish to upgrade these circuits

GFCI (GROUND FAULT CIRCUIT INTERRUPTERS)

GFCI's are required by modern code on all outlet circuits in bathrooms, kitchens, garages and exterior. If system does not have GFCI protection on the outlets in the following areas, (bathrooms, kitchen, garage and exterior) Inspector recommends upgrading these circuits to GFCI protected circuits

The electrical service appeared to be adequate. Alarms, electronic keypads, remote control devices, landscape lighting, telephone and television, and all electric company equipment were beyond the scope of this inspection. There were no major visual defects observed in the electrical system.

CLOSET LIGHTS

Safety Note The home has closets that have overhead lights installed. Objects should be kept 12 to 18 inches away from the lights to avoid a potential fire hazard.

SMOKE ALARMS

There were smoke alarms found in the house. For safety reasons, the smoke alarms should be tested upon occupancy. The batteries (if any) should be replaced with new ones when you move into the house, and tested on a monthly basis thereafter.

WINDOWS, DOORS, WALLS AND CEILINGS

All exterior doors were operated and found to be functional. The exterior door locks should be changed or rekeyed upon occupancy. Possible problem areas may not be identified if the windows or doors have been recently painted. There were defects observed in the windows or doors, (moisture damage to door casing/trim).

The interior wall and ceiling surfaces were finished with drywall. Possible problem areas may not be identified if the interior wall and ceiling surfaces have been recently painted. There were no major visual defects observed in the interior walls or ceilings.

File Number 472 062007 0257
Address of Inspection 1964 Bohicket Marina

INTERIOR WALL AND CEILING CRACKING

There was cracking or loose drywall tape in the home. Cracking or loose tape appeared to be from minor movement of drywall. All cracking and loose drywall tape appeared to be non- structural in nature.

LIVING LEVEL

The living level consisted of living room, kitchen, bathrooms, bedrooms, office. The HomeTeam inspects for evidence of structural failure and safety concerns only. The cosmetic condition of the paint, wall covering, carpeting, window coverings, etc., are not addressed. There were no major visual defects observed on the living level.

The visible portions of the cabinets and counter tops were in good condition. The appliances were turned on to check operational function only. No warranty, express or implied, is given for the continued operational integrity of the appliances or their components. The kitchen contained the following appliances:

The Frigidaire electric range was inspected and did appear to be functional. The accuracy of the clock, timers and settings on ovens are not within the scope of this inspection.

The Frigidaire refrigerator was inspected and did appear to be functional. The temperature setting and ice maker, if present, are not within the scope of the inspection.

The Frigidaire dishwasher was observed through a complete cycle and did appear to be functional when set on the "wash" and "drain" cycle.

The Badger disposal was inspected and did appear to be functional. The efficiency rating is not within the scope of the inspection.

The General Electric microwave oven was inspected and did appear to be functional. The accuracy of the clocks, timers and settings are not within the scope of this inspection.

CLOTHES WASHER AND DRYERS

Clothes washer and dryers are not inspected. Overflow pans under washer, with a drain line routed to the exterior, are always recommended, especially when laundry area is on the second level or above. When hooking up a dryer, it must be kept vented to the exterior to prevent moisture from building up in the house. Dryer vent lines require periodic inspection and cleaning to avoid a lint buildup that may cause a fire.

File Number 472 062007-0257
Address of Inspection 1964 Bohicket Marina

FIREPLACE

There was one fireplace in the home. The visual condition at the time of the inspection is indicated as follows:

A wood-burning fireplace was located in the living room. The damper did appear to be functional. There was visual evidence of creosote buildup in the firebox and/or chimney. There were no cracks observed in the firebox or visible portions of the chimney.

For safety reasons, a fireplace and the chimney or pipe to which it is vented should be cleaned and re-inspected as there may be hidden defects, not fully visible at the time of the inspection. The fireplace was not tested for operation or function.

ATTIC STRUCTURE

The attic was not accessed. 1st floor unit.
Because of the configuration of the structure, which limited access all 1st floor access.

HEATING AND COOLING

The electric outdoor heat and cooling condensing unit was Trane, Model Number 2TWR2030B100AA and Serial Number 3442KGL4F Mfd 10/2003. The unit is located in front of the home. The air handler unit is located in the crawl space. Periodic preventive maintenance is recommended to keep this unit in good working condition. System or systems are not checked for adequacy or efficiency; function only.

The cooling system did appear to be functional (54).

Heat Pumps operate at maximum efficiency when serviced at least once a year. Adequate air flow is important and keeping the filter clean will help system. It is not advisable to shut off supply grilles to rooms except as required to balance heat and cooling. The total heating or cooling capacity of a heat pump system varies on outside temperature conditions.

The major components of an air conditioning condensing unit are the compressor and the condensing coil. The estimated age of a condensing unit is taken from the equipment nameplate. Sometimes the compressor, which is not visible, may have been replaced since the original installation. Air conditioners cannot be checked if the outside temperature is below 60 degrees F.

File Number 472-062007-0257
Address of Inspection 1964 Bohicket Manna

There will be normal temperature variations from room to room and level to level, most noticeable between levels

DUCTWORK

Airflow throughout the house may be balanced by adjusting any dampers in the supply ducts, or by adjusting the supply registers

FILTER TYPE

The disposable filter(s) should be replaced on a regular basis to maintain the efficiency of the system or systems. The efficiency rating is not within the scope of this inspection

CONTROLS

The control(s) for the heating and air conditioning system or systems were 24 volt thermostat(s) located on the interior wall(s) of the home. The thermostat(s) were manufactured by Bryant and were found to be in working order

The Summary should not be solely relied upon and the full report should be read in its entirety. The summary is not intended to be all-inclusive or contain detail, which can be found in the narrative. Categorization of items is subjective in nature, and the client(s) should reach their own determination of priorities

Major Concerns

Maintenance Concerns

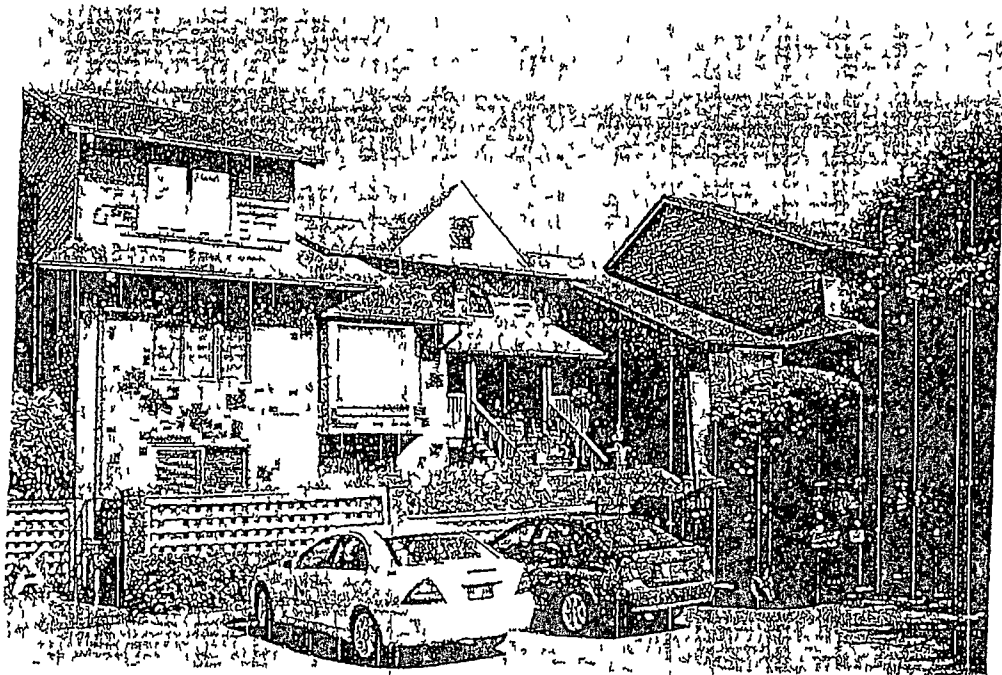
- 1) Moisture damage rear living room sliding door casing /trim, rear kitchen doors casing/trim and both front bedroom sliding door casing/trim
- 2) Debris under home needs removal
- 3) Insulation down in crawl space
- 4) Vapor Barrier under home needs replacement
- 5) Dryer vented to rear crawl vent, not completely to exterior
- 6) Air unit condensation line dripping rear of crawl space not to exterior

File Number 472 062007-0257
Address of Inspection 1964 Bohicket Marina

- 7) Cracking in stucco exterior and moisture damage to areas of wood siding/trim visible on exterior. Consult Contractor to evaluate and recommend repairs needed.
- 8) Abandon water lines in crawl space, Inspector recommends removal.

Safety Concerns

- 1) #7 GFCI breaker in panel box non-functional
- 2) GFCI outlet hall bathroom non-functional



Inspection Addendum

This inspection addendum is in reference to the real estate contract dated May 17, 2007 between Dudley N Carpenter and Jane G Carpenter (Buyers) and Charles L Measter and Barbara P Measter (Sellers) for the property known as 1964 Marsh Oak Lane, Seabrook Island, SC 29455 (TMS#204-00-00-100)

Listing Agent
The ~~Sellers~~ agree to fix the following items prior to closing

- 1 Moisture damage rear living room sliding door casing/trim, rear kitchen doors casing/trim and both front bedroom sliding door casing/trim
- 2 Debris under home needs removal
- ✓ 3 Insulation down in crawl space
- 4 Vapor Barrier under home needs replacement
- 5 Dryer vented to rear crawl vent, not completely to exterior
- ✓ 6 Air unit condensation line dripping rear of crawl space, not to exterior
- 7 Cracking in stucco exterior and moisture damage to areas of wood siding/trim visible on exterior
- ✓ 8 Remove abandoned water lines in crawl space
- ✓ 9 #7 GFCI breaker in panel box is non-functional
- ✓ 10 GFCI outlet hall bathroom is non-functional

Dudley N Carpenter

Date _____

~~Charles L Measter~~

Date 6/20/07

Jane G Carpenter

Date _____

Janice Tronella
Listing Agent
~~Barbara P Measter~~

Date _____



OK J 127 PG 203

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

MASTER DEED OF
BOHICKET MARINA VILLAGE
HORIZONTAL PROPERTY REGIME

THIS MASTER DEED made this 22ND day of
DECEMBER, 1981, by Andell Bluff Associates ("Declarant"),
a limited partnership under the laws of the State of South
Carolina pursuant to the provisions of the Horizontal Property
Act, Section 27-31-10, et seq., South Carolina Code of
Laws, 1976 (the "Act"), for the purpose of establishing and
creating a Horizontal Property Regime with plain easements,
covenants and restrictions which shall run with the land
comprising the Horizontal Property Regime

ARTICLE I

NAMES AND IDENTIFICATION

SECTION 1 01 Name of Regime The Horizontal
Property Regime hereby established shall be known as Bohicket
Marina Village Horizontal Property Regime (the "Regime")
The Regime consists of the land described in Section 2 01,
the buildings described in Section 2 02, the Apartments
described in Section 2 03, the general common elements
described in Section 2 05 and the limited common elements
described in Section 2 06

SECTION 1 02 Owner of Real Estate The
Declarant is the owner in fee simple of the real estate
described in Section 2 01

SECTION 1 03 Exhibits The Exhibits attached
and referred to in this Master Deed are an integral part of
this Master Deed, and are incorporated herein by specific
reference

SECTION 1 04 Council of Co-Owners The
Council of Co-Owners ("the Council") consists of all persons
who own Apartments in the Regime The general and limited
common elements are to be maintained and repaired by the
Council which is charged with the administration of the
Regime's affairs The Council shall be governed by this
Master Deed and the By-Laws marked Exhibit A'

1500 SEASIDE BLVD RD
JOHN ISLAND, SC

ARTICLE II

BK J. 127-60203

DESCRIPTIONS

SECTION 2 01 Land The land which is hereby submitted to the Regime, is described on Exhibit "D"

SECTION 2 02 Buildings There are three (3) buildings which form a part of the Regime and have the size and location as is shown on the plat or plot plan comprising Exhibit "B" Building #1 contains Apartments 1901 through 1908 Building #2 contains Apartments 1909 through 1914 Building #3 contains Apartments 1915 through 1920 Building #1 contains approximately Twelve Thousand Five Hundred Thirty-Two (12,532) square feet of enclosed floor space, and Building #2 and #3 each contain approximately Eight Thousand Six Hundred Ninety (8,690) square feet of enclosed floor space The total ground area covered by each of the buildings including its decks, porches, and stairwalls is approximately One Hundred Seventy-Nine Hundredths (179) of an acre for Building #1 and One Hundred Sixty-Nine Hundredths (169) of an acre each for Buildings #2 and #3 The dimensions, area, and location within reasonable construction tolerances of each building and the location of the stairs and stairwells providing access to each apartment are shown on the plans marked Exhibit "C"

SECTION 2 03 Apartments The Apartments are those portions of the Regime designated for separate ownership and have such dimensions and area as are shown in the plans marked Exhibit "C" The vertical boundaries of the Apartments are the unfinished inner surface of the perimeter walls as shown on the plans, and the horizontal boundaries are the unfinished inner surfaces of the ceilings and floors Any limited or general common elements located within the boundaries are not part of the Apartment Subject to the preceding sentence, all spaces, interior partitions and other fixtures and improvements within the boundaries of an Apartment are a part of the Apartment All furring wall board plaster board, plaster, paneling tile wallpaper, paint finished flooring and any other materials constituting any part of the finished surfaces are part of the Apartment

SECTION 2 04 Number Designation and Location Of Apartments The number, designation and location of each Apartment within each Building is shown on Exhibit "C"

SECTION 2 05 General Common Elements The general common elements consists of the land described in Section 2 01, the foundations, crawl spaces, exterior stairways, outside walkways, entrances and exits, landings, roofs, yards, gardens, irrigation systems, unassigned parking and carport areas, compressor platforms, spaces for garbage and trash containers, downspouts, gutters and outside lighting. Insofar as possible, the general common elements are shown graphically and described in detail in words and figures on Exhibits "B" and "C"

If any chute flue, duct, wire, conduit bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of an Apartment, any portion thereof serving more than one (1) Apartment or the general common elements is a part of the general common elements

SECTION 2 06 Limited Common Elements Any attic doorsteps, stoops, porches, screened or otherwise, balconies, decks, patios, compressors, mailboxes, and all exterior doors and windows or other fixtures, hot water heaters located outside the apartment, or mechanical apparatus designed to serve one (1) or more, but less than all the Apartments, are limited common elements allocated exclusively to such Apartment or Apartments

Certain of the Apartments have a parking space which is a limited common element under that Apartment. Those Apartments with such parking spaces are designated on Sheets #4 and #7 of Exhibit "C"

If any chute flue, duct, wire, conduit bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of an Apartment, any portion serving only that Apartment is a limited common element allocated solely to

that Apartment Insofar as possible, the limited common elements are shown graphically and are described in detail in words and figures on Exhibits "B" and "C"

ARTICLE III

BASIC VALUE

SECTION 3 01 Basic Value of Property The basic value of the property in the Regime is Two Million Nine Hundred Eighty Thousand and No/100 (\$2,980,000 00) Dollars

SECTION 3 02 Basic Value of Apartments The basic value of the Apartments are as follows

<u>APARTMENTS</u>	<u>VALUE</u>
1901	\$120,000 00
1902	175,000 00
1903	120,000 00
1904	175,000 00
1905	120,000 00
1906	175 000 00
1907	120 000 00
1908	175,000 00
1909	175,000 00
1910	100,000 00
1911	175,000 00
1912	175,000 00
1913	100,000 00
1914	175 000 00
1915	175,000 00
1916	100,000 00
1917	175,000,00
1918	175,000 00
1919	100,000 00
1920	175 000 00
	\$2,980,000 00

ARTICLE IV

PERCENTAGE INTEREST

SECTION 4 01 Percentage Interest Schedule
The percentage interests appertaining to the Apartments are as follows

<u>APARTMENTS</u>	<u>PERCENTAGE INTEREST</u>
1901	4 037
1902	5 877
1903	4 037
1904	5 877
1905	4 037
1906	5 877
1907	4 037
1908	5 877
1909	5 877
1910	3 367
1911	5 877
1912	5 877

DMS 12776203

1913	3 36%
1914	5 87%
1915	5 87%
1916	3 36%
1917	5 87%
1918	5 87%
1919	3 36%
1920	5 87%
	100 00%

These percentage interests, as the same may be amended pursuant to Article VII of this Master Deed, shall be applicable whenever this Master Deed, its Exhibits or the Act refers to the percentage interests of Apartment owners

ARTICLE V

APARTMENT OWNER'S RIGHTS AND OBLIGATIONS

SECTION 5 01 Use Of Apartment And Common Elements Subject to this Master Deed and By-Laws, the Apartment owner shall have an undivided ownership interest according to his percentage interest in the limited and general common elements, the exclusive right to use his Apartment, the exclusive right, in some cases, with that of other but not all Apartment owners, to use the limited common elements allocated to such Apartment owners, and the non-exclusive right with other Apartment owners to use all general common elements in accordance with the purposes for which they are intended

SECTION 5 02 Compliance With Rules And Regulations Each Apartment 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 or the deed to his Apartment

SECTION 5 03 Common Expense Liability The Apartment owners are bound to contribute pro-rata according to their percentage interest toward the expenses of administration of the property constituting the Regime and toward the expenses of maintenance and repair of general common elements Expenses for the maintenance, repair and replacement of

limited common elements shall be assessed against those
 Apartments to which those elements have been allocated

SECTION 5 04 Voting Rights In all matters
 on which the Council takes action pursuant to its By-Laws,
 each Apartment owner shall have a vote equal to his percentage
 interest

SECTION 5 05 Alteration Of Apartments An
 Apartment owner

a) may make any improvements or alterations
 to his Apartment that do not impair the structural integrity
 or mechanical systems or lessen the support, of any portion
 of the Regime

b) may not change the appearance of the
 limited and general common elements or the exterior appearance
 of an Apartment or any portion of the Regime without permission
 of the Council

c) after acquiring an adjoining Apartment,
 may remove or alter any intervening partition or create
 apertures therein, even if the partition in whole or in part
 is a limited or general common element, if those acts do not
 impair the structural integrity or mechanical systems or
 lessen the support of any portion of the Regime Removal of
 partitions or creation of apertures under this paragraph is
 not an alteration of the Apartment's boundaries

SECTION 5 06 Easement For Encroachments To
 the extent that any Apartment or general and limited common
 element, encroaches on any other Apartment or general and
 limited common element a valid easement for the encroachment
 exists The easement does not relieve an Apartment owner of
 liability in case of his willful misconduct, nor relieve
 the Declarant or any contractor, sub-contractor or material
 man of liability for failure to adhere to the plats and
 plans

SECTION 5 07 Easements Appurtenant To Apartment

Ownership The Council shall have easements common with all Apartment owners. Each Apartment owner shall have an appurtenant easement in common with all other Apartment 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 Apartments or in the general common elements and serving his Apartment. Each Apartment and the general common elements shall be subject to an appurtenant easement in favor of other Apartment owners to use the pipes, ducts, cables, wires, conduits, utility lines, sewer lines and other facilities serving other Apartments or the general common elements and located in each such Apartment. In addition, each Apartment shall be subject to and shall have such appurtenant easements of support and shelter from and over such other Apartments and the general common elements as may be necessary for the quiet enjoyment of such Apartment.

SECTION 5 08 Cable Television Each Apartment will be wired for cable television upon completion of construction by virtue of an agreement between the Declarant and Island Cable Company. The monthly fee or rates due Island Cable Company for providing cable television service to each Apartment shall be collected by the Regime from each Apartment owner as a part of the monthly assessment hereinafter mentioned during the first five (5) years of the agreement between Declarant and Island Cable Company.

ARTICLE VI

COUNCIL'S RIGHTS AND OBLIGATIONS

SECTION 6 01 Access To Apartments The Council has the irrevocable right to have access to each Apartment from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of all general and limited common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the general and limited common elements

or to another Apartment or Apartments

SECTION 6 02 Administration Of Apartments

The care, upkeep and surveillance of the general and limited common elements of the Regime shall be administered by the Council according to its By-Laws. The system of administration adopted by the By-Laws may be modified at anytime by the vote of the Apartment owners representing at least two-thirds (2/3) of all the percentage interests, but such modification shall not be operative until recorded in the same office as this Master Deed. The By-Laws however, may not be amended during the period of Declarant's special rights under Article VII, unless the Declarant consents.

SECTION 6 03 Right Of First Refusal Any

Apartment owner desiring to sell or transfer his Apartment, shall first offer the Apartment for sale to the Council at the same net price and on the same terms at which the highest bona fide offer has been made for the Apartment. The Apartment owner shall, by certified or registered mail, return receipt requested, give the Council written notice of his desire to sell, and the name and address of the person making the highest bona fide offer, and the amount and terms of such offer. Within thirty (30) days after receipt of the notice the Council may, at its option, after notice to the Apartment owners, purchase the Apartment on behalf of all Apartment owners for the same price and on the same terms. Should the Council fail or refuse within thirty (30) days after receipt of the written notice to exercise its option, the Apartment may then be sold for terms not less beneficial and at a price not less than that for which it is offered to the Council for a period of one hundred twenty (120) days to the person making the offer. The failure of the Apartment owner to sell within one hundred and twenty (120) days shall require the owner to repeat the procedure if he wishes to sell his Apartment. The terms of this paragraph shall not affect any bona fide Mortgage gift or devise of any Apartment,

nor any transfer of an Apartment to a spouse parent, child,
brother or sister of any Apartment owner

ARTICLE VI

DECLARANT'S RIGHTS AND OBLIGATIONS

SECTION 7 01 Development In Stages The

Declarant proposes to develop the real estate shown as Tract A on the Plat marked Exhibit "B" and more fully shown as Tract A containing 4.082 acres on the Plat of E M Seabrook, Jr, C E & L S, dated November 13, 1981 and recorded in the RMC Office for Charleston County in Plat Book RU at page 62, as a single Regime, by annexing, separately or jointly, additional stages

SECTION 7 02 Maximum Number Of Apartments

The maximum number of Apartments in each additional stage is as follows

Stage 2	<u>12</u> Apartments
Stage 3	<u>8</u> Apartments
Stage 4	<u>12</u> Apartments
Stage 5	<u>3</u> Apartments
Stage 6	<u>12</u> Apartments
Stage 7	<u>12</u> Apartments

SECTION 7 03 Timetable The Declarant may

annex the additional real estate in the order the stages are numbered, separately or jointly in its discretion. The Declarant must elect to annex the stages to the Regime created by this Master Deed according to the following schedule of dates

Stage 2	April 1, 1982
Stage 3	November 15, 1982
Stage 4	May 15, 1983
Stage 5	December 15, 1983
Stage 6	September 1, 1984
Stage 7	June 15, 1985

Failure to elect to annex stages within this timetable shall constitute a forfeiture of Declarant's rights under this Article. Declarant may evidence its intention to annex stages by filing an instrument of its intention so to do at the office of the Council. Nothing herein contained limits the Declarant's right to expressly

waive its rights before such dates by executing and recording a statement of such waiver in the R.M.C. Office for Charleston County, nor its right to develop the additional real estate in any manner, including the establishment thereon of separate horizontal property regimes

SECTION 7 04 Additional General Limited

Common Elements The only common elements on the additional real estate which might increase the proportionate amount of the common expenses payable by existing Apartment owners is swimming pool

SECTION 7 05 Percentage Interest Chart The percentage interest in the general and limited common elements of each Apartment owner in the first Stage, at each Stage of proposed development of each Apartment in this Regime, shall be according to the chart attached and marked Exhibit E In the event that the maximum number of Apartments in each Stage are not built, the percentage interest will change proportionately

SECTION 7 06 Use All Apartments shall be restricted exclusively to use as residential dwellings only During a period from 6 years from date or during the time of Declarant's special rights under this Article, whichever may be the longer, Declarant specifically reserves the right to use one (1) Apartment in the Regime as a model to promote the sale of Apartments

SECTION 7 07 Compatibility All Buildings and Apartments erected in each Stage will be compatible with the other Buildings and Apartments in the Regime in terms of architectural style, quality of construction, and principal materials employed in construction, and size

SECTION 7 08 Restrictions To Apply To New Apartments All restrictions in this Master Deed affecting use, occupancy and alienation of Apartments will apply to Apartments within any additional real estate

SECTION 7 09 Limited Common Elements Any limited common elements created within any additional real estate will be of the same general types and sizes of those within the other parts of the Regime

SECTION 7 10 Declarant Not Bound If Property

Not Annexed Any representations made in this Master Deed regarding additional real estate do not apply if the additional real estate is not annexed to the Regime

SECTION 7 11 Property Annexed By Amending

Master Deed To add additional real estate pursuant to the option reserved under this Article the Declarant shall prepare, execute, and record an amendment to this Master Deed that shall contain a plot plan showing the location of the Building and any other improvements, and a set of floor plans of the Building which shall show graphically the dimensions, area, and location of each Apartment therein and the location of general and limited common elements affording access to each Apartment. The plans shall show graphically insofar as possible and describe in detail the common elements in the Building, both limited and general. The plans shall be certified to by an engineer or architect authorized and licensed to practice in this state. Instead of recording new plot plans and floor plans as required the Declarant may record new certifications by a licensed engineer or architect of plot plans and floor plans previously recorded if those plans show all the improvements required by this section.

SECTION 7 12 Declarant Owner Of All Apartments

Created The Declarant shall be the owner of all Apartments hereby created. The amendment to the Master Deed must assign an identifying number to each Apartment created within the additional real estate and reallocate percentage interests in the Regime.

SECTION 7 13 Easement Reservation

The Declarant reserves an easement including a construction easement, through all general and limited common elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising special Declarant rights reserved in this Master Deed.

SECTION 7 14 Council Of Co-Owners Control Of

Board Of Administration Subject to the remainder of this

SECTION 7 10 Declarant Not Bound If Property Not Annexed Any representations made in this Master Deed

regarding additional real estate do not apply if the additional real estate is not annexed to the Regime

SECTION 7 11 Property Annexed By Amending Master Deed To add additional real estate pursuant to the option reserved under this Article, the Declarant shall prepare, execute, and record an amendment to this Master Deed that shall contain a plot plan showing the location of the Building and any other improvements, and a set of floor plans of the Building which shall show graphically the dimensions area, and location of each Apartment therein and the location of general and limited common elements affording access to each Apartment. The plans shall show graphically insofar as possible and describe in detail the common elements in the Building, both limited and general. The plans shall be certified to by an engineer or architect authorized and licensed to practice in this state. Instead of recording new plot plans and floor plans as required the Declarant may record new certifications by a licensed engineer or architect of plot plans and floor plans previously recorded if those plans show all the improvements required by this section.

SECTION 7 12 Declarant Owner Of All Apartments Created The Declarant shall be the owner of all Apartments hereby created. The amendment to the Master Deed must assign an identifying number to each Apartment created within the additional real estate and reallocate percentage interests in the Regime.

SECTION 7 13 Easement Reservation The Declarant reserves an easement, including a construction easement through all general and limited common elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising special Declarant rights reserved in this Master Deed.

SECTION 7 14 Council Of Co-Owners Control Of Board Of Administration Subject to the remainder of this

paragraph, the Declarant may appoint and remove members of the Board of Administration of the Council of Co-Owners

("Board") for a period not exceeding three (3) years from the date of the first conveyance of an Apartment to a person other than the Declarant. The period of Declarant control terminates no later than sixty (60) days after conveyance of seventy-five (75%) percent of the Apartments to Apartment owners other than the Declarant. The Declarant may voluntarily surrender the right to appoint and remove members of the Board before termination of that time period. Not later than sixty (60) days after conveyance of fifty (50%) percent of the Apartments to Apartment owners other than the Declarant, not less than thirty-three and one-third (33 1/3%) percent of the Board shall be elected by Apartment owners other than the Declarant. In determining whether the period of Declarant control has terminated or whether Apartment owners other than the Declarant are entitled to elect members of the Board, the percentage of the Apartments conveyed shall be calculated as if all of the Apartments the Declarant has built or retains on unexpired reservation of the right to build in this Master Deed were included in the Regime.

ARTICLE VIII

RIGHTS AND OBLIGATIONS OF MORTGAGEES

SECTION 8 01 First Refusal Notwithstanding anything contained in this Master Deed and the By-Laws to the contrary, any right of first refusal granted to the Council shall not impair the rights of a first Mortgagee to any apartment to (1) foreclose or take title to an Apartment pursuant to the remedies provided in the Mortgage, or (2) accept a deed (or assignment) in lieu of foreclosure in the event of default by a Mortgagor, or (3) sell or lease an Apartment acquired by the Mortgagee.

SECTION 8 02 Assessment Any first Mortgagee obtaining title to an Apartment pursuant to a foreclosure of a Mortgage after joinder of the Council as a Party Defendant

in the foreclosure, will not be liable for such Apartment's unpaid assessments which accrue prior to the acquisition of title to such Apartment by the Mortgagee

SECTION 8 03 Notices In addition to any other notices required to be given by the Council to holders of first Mortgage liens on Apartments the following notices shall be provided to all such Mortgagees to which the Council has written notice

(a) Written notice at least thirty (30) days prior to the effective date of any amendment to the Master Deed or the By-Laws

(b) Written notice of any default by any owner whose Apartment 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

(c) Written notice at least sixty (60) days prior to the effective date of any decision by the Council to terminate the then current management contract and to assume self-management of the affairs of the Council Any such action shall not become effective if objected to in writing by such Mortgagees of record receiving notice holding Mortgage liens on Apartments whose value represents seventy-five (75%) percent of the aggregate of all Apartments then subject to first Mortgages of record

(d) Written notice to Mortgagees of record of substantial damage or destruction to the Building

ARTICLE IX

EMINENT DOMAIN

SECTION 9 01 Apartments Acquired If an Apartment is acquired by eminent domain or if part of an Apartment is acquired by eminent domain leaving the Apartment owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Master Deed the award must compensate the Apartment owner for his apartment and its general and limited common element interest whether

or not any general or limited common element interest is acquired. Upon acquisition, unless the decree otherwise provided, that Apartment's entire general and limited common element interest, votes in the Council and common expense liability are automatically reallocated to the remaining Apartments in proportion to the respective interests, votes, and liabilities of those Apartments before the taking, and the Council shall promptly prepare, execute, and record an amendment to this Master Deed reflecting the reallocations. Any remnant of an Apartment remaining after part of an Apartment is taken under this subsection is thereafter a general and limited common element.

SECTION 9 02 Part Of Apartment Acquired

Except as provided in Subsection 9 01 if part of an Apartment is acquired by eminent domain the award must compensate the Apartment owner for the reduction of value of the Apartment and its common element interest. Upon acquisition, (1) that Apartment's limited and general common element percentage interest, votes in the Council, and common expense liability are reduced in proportion to the reduction in size of the Apartment, and (2) the portion of limited and general common element interest, votes, and common expense liability divested from the partially acquired Apartment are automatically reallocated to that Apartment and the remaining Apartments in proportion to the respective interest votes, and liabilities of those Apartments before the taking, with the partially acquired Apartment participating in the reallocation on the basis of its reduced interests votes and liabilities.

SECTION 9 03 Part Of Common Elements Acquired

If part of the common elements is acquired by eminent domain, the award must be paid to the Council. The Council shall divide any portion of the award not used for any restoration or repair of the remaining limited and general common elements among the Apartment owners in proportion to their respective limited and general common element percentage interests before the taking, but the portion of the award attributable

to the acquisition of a limited common element must be equally divided among the owners of the Apartments to which that limited common element was allocated at the time of acquisitions, or in any manner the Master Deed provides. Notwithstanding the foregoing, nothing in this Article IX shall be construed to affect in any way the rights of any Mortgagees holding a valid and subsisting security interest in all or any part of the Horizontal Property Regime to any awards generated by a condemnation or taking, pursuant to the power of eminent domain, as established by its respective Mortgage or other agreement with the owner of the property encumbered by the security interest.

ARTICLE X

AMENDMENTS TO MASTER DEED

SECTION 10 01 General Amendments Except in cases of amendments that may be executed by the Declarant under Article VII, and except as limited by the Section 10 02, the Master Deed including the plats and plans may be amended only by vote and agreement of Apartment owners of Apartments with at least sixty-seven (67%) percent of the percentage interests. No action to challenge the validity of an amendment adopted pursuant to this Section may be brought more than one (1) year after the amendment is recorded, provided however, that with the exception of amendments executed by the Declarant pursuant to Article VII hereof, no amendment shall have any material effect upon the rights of any bona fide Mortgagee holding a valid and subsisting interest in all or any part of the subject Horizontal Property Regime, until the written consent of the Mortgagee to the amendment has been obtained.

SECTION 10 02 Limitations Except to the extent expressly permitted by this Master Deed, no amendment may alter special Declarant rights, increase the number of Apartments or change the boundaries of any Apartment, or alter general or limited common elements or change the

percentage interest allocated to an Apartment or the use to which an Apartment is restricted, in the absence of the unanimous consent of the Apartment owners, including the Declarant, if affected by the amendment, but not an Apartment owner at the time an amendment is adopted

ARTICLE XI

RESTRICTIONS ON USE OF APARTMENTS

SECTION 11 01 Maintenance Of Apartments

Every Apartment owner shall at his own expense at all times well and substantially repair, maintain and keep his Apartment including without limitations all internal installations therein providing water, electricity, air conditioning, and telephone and television services, all fixtures belonging to such units in good order and condition and shall be liable for all loss or damage whatsoever caused by his failure to perform any such work diligently, and, in case of such failure after reasonable notice to perform shall reimburse the Regime for all expenses incurred by the Regime in performing any such work authorized by the Board of Administration or management agent

SECTION 11 02 Prohibited Activities No

owner or occupant shall place store or maintain in the stairways, walkways, driveways or other common elements of a similar nature, any objects of any kind Such common elements shall not be obstructed at any time and shall be used for no other purpose than for normal transit through them No common areas shall be used for recreational purposes unless they have been designed for such purposes Every owner and occupant shall at all times keep his Apartment in a strictly clean and sanitary condition and observe and perform all terms and conditions of this Master Deed and By-Laws, all laws, ordinances, rules and regulations now or hereafter made to which the Apartments are subject No owner or occupant shall suffer any waste of his unit, allow

the continuance of any nuisance or noxious activity, or alter or remove any furnishings or equipment of the common elements and no owner or occupant shall make or suffer any unlawful or improper use of his Apartment or the Regime

No Apartment owner or occupant shall erect or place in the Regime any building or structure including fences and walls nor make any additions or alterations, except in strict accordance with the provisions of this Master Deed, or maintain any advertisements, signs, posters, signals or lettering whatsoever, except in accordance with plans and specifications approved by the Board of Administration, except that the Declarant may at or near the entrance to the property place appropriate advertising signs indicating that there are Apartments for sale in the Regime No boats, boat trailers, trucks (larger than half (1/2) ton), motorcycles, motorscooters go-carts, dunebuggies, campers, or trailers shall be stored, parked or kept on the property of the Regime No firearms or fireworks shall be brought upon the property

No owner or occupant shall decorate or landscape any entrance or common element except with the permission of the Board of Administration

Each owner or occupant shall exercise extreme care about making noises and in the use of musical instruments, radios, television sets and amplifiers that may disturb other occupants

No garments, rugs, or other objects shall be hung from the windows patios, balconies, or facades No flagpole or antenna shall be erected or placed on the property No rugs or other objects shall be dusted or shaken from the windows of the Apartments or cleaned by beating or sweeping in any common element No refuse, garbage, or trash of any kind shall be thrown placed or kept on any common elements or limited common elements outside of the disposal facilities provided for such purposes.

No livestock, poultry, or other animals except household pets in reasonable numbers, shall be allowed or kept in any part of the Regime

No owner or occupant shall install any wiring for electrical installations, television antenna, air conditioning units, or other equipment or appurtenances whatsoever on the exterior of any building or protruding through the walls, windows, or roof thereof. No owner or occupant shall park any vehicle or in any wise block those parking spaces which are limited common elements and are appurtenant to certain of the Apartments.

ARTICLE XII

MISCELLANEOUS

SECTION 12 01 Captions The captions contained in this Master Deed and By-Laws are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Master Deed and By-Laws nor the intent of any provision thereof.

SECTION 12 02 Gender 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 of the Master Deed and By-Laws so require.

SECTION 12 03 Waiver No provision contained in the Master Deed and By-Laws 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 12 04 Invalidity The invalidity of any provision of the Master Deed and By-Laws shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Master Deed and By-Laws shall continue in full force and effect.

SECTION 12 05 Conflict The Master Deed and By-Laws are intended to comply with the requirements of all applicable laws. In the event of any conflict between the Master Deed and By-Laws and the provisions of the statutes,

BK J 127 PG 203

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

WITNESS THE HAND AND SEAL OF ANDELL BLUFF ASSOCIATES

THIS 22nd DAY OF DECEMBER, 1981

(W) Darren C. Reuben ANDELL BLUFF ASSOCIATES

(NP) Leonard Krause By William C. Whitner
its General Partner

PERSONALLY APPEARED before me the undersigned witness who,
on oath, says that (s)he saw the within named ANDELL BLUFF
ASSOCIATES, by William C. Whitner, its
General Partner, as its act and deed, deliver the same, and
that (s)he with the other witness above subscribed witnessed
the execution thereof

(W) Darren C. Reuben

SWORN to before me, this

22nd day of DECEMBER, 1981

(NP) Leonard Krause (SEAL)
Notary Public for South Carolina
My Commission Expires 7/10/89

EXHIBIT "A"

BY-LAWS

for

BOHICKET MARINA VILLAGE COUNCIL OF CO-OWNERS, INC

ARTICLE I

FORM OF ADMINISTRATION

The property which constitutes the Bohicket Marina Village Horizontal Property Regime ("the Regime") shall be administered by an incorporated association of owners of the Apartments, to be known as Bohicket Marina Village Council of Co-owners, Inc ("Council") See attached Certificate of Incorporation

ARTICLE II

MEMBERS OF COUNCIL

All owners of Apartments in the Regime shall be members of the Council All members must make an evidentiary showing to the Council secretary that they are owners of an Apartment before being permitted to participate in and vote at Council meetings Upon making such a proper showing the member's right to participate in and vote at Council meetings shall continue until that member's ownership interest in the Regime has terminated

ARTICLE III

FISCAL YEAR

The fiscal year of the Council shall be on a calendar year basis

ARTICLE IV

MEETING OF COUNCIL MEMBERS

Section 4 01 Place Meetings of the members of the Council shall be held on Seabrook Island at a place to be designated in the notice of the meeting

Section 4 02 Date and Time The members shall meet at least once a year This annual meeting shall be held on a day and time to be designated in the notice of the meeting in March of each year

Section 4 03 Special Meetings Special meetings of the members may be called by the Board or the owners of not less than twenty-five (25%) percent or the percentage interests in the limited and general common elements of the Regime

Section 4 04 Notice Written notice stating the place day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered not less than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the chairman to each member entitled to vote at such meeting If mailed such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the secretary's books

Section 4 05 Quorum Fifty-one (51%) percent of the percentage interests entitled to vote represented in person or by proxy shall constitute a quorum of a meeting of members

Section 4 06 Decisions All decisions adopted by the Council must be made upon a vote of fifty-one (51%) percent of the percentage interests eligible to vote, unless a greater percentage is specifically required in the Master Deed or By-Laws

Section 4 07 Proxy. A member may vote either in person or by proxy executed in writing by the member.

Section 4 08 One Representative Per Apartment If one Apartment is owned by more than one (1) person, the owners must decide among themselves and then designate in writing filed with the secretary, one of the owners or a proxy as their representative to vote at meetings. The other members may attend and participate in the meetings, but may not vote their pro-rata percentage interest

ARTICLE V

BOARD OF ADMINISTRATION

Section 5 01 Manage Affairs of Council The affairs of the Council shall be managed by a Board of Administration ("Board") The initial Board shall consist of five (5) persons

Section 5 02 Term Those members of the Board appointed by the Declarant shall hold office until their successors have been appointed by the Declarant or until their successors have been elected and qualified. At the first annual or special Council meeting, after the Declarant's special rights have been reduced, the members shall elect to the Board as many persons as allowed to hold office. When the Declarant's rights have terminated the Council shall elect Board members for terms of three (3) years on a staggered basis so that each year there is the election of at least one (1) Board member

Section 5 03 Vacancy Any vacancy occurring in the Board may be filled by the affirmative vote of the remaining Board members. A Board member shall be elected for the unexpired term of his predecessor in office

Section 5 04 Meetings The Board shall meet upon the call of the chairman or secretary of the Council. The meetings may be held upon written or oral notice received not later than the second day immediately preceding the day for the meeting

Section 5 05 Quorum A majority of the number of Board members fixed by the By-Laws shall constitute a quorum for the transaction of business. The act of the majority of Board members present at a meeting at which a quorum is present shall be the act of the Board

ARTICLE VI

OFFICERS

Section 6 01 Number and Name The officers of the Council shall consist of a chairman, a secretary, and a

treasurer, each of whom shall be elected by the Board. The officers shall serve at the pleasure of the Board and for such compensation as may be fixed by the Board, provided that during the period of Declarant's right to appoint and remove members of the Board no compensation may be paid. The Board may require that one or more officers be bonded.

Section 6 02 Chairman The chairman shall have active executive management of the Council, subject however to the control of the Board. He shall preside at all Council meetings, discharge all the duties that devolve upon a presiding officer, and perform other duties as the Board may prescribe. The chairman shall have full authority to execute on behalf of the Council both certificates to amendments to these By-Laws and the Master Deed, when the Council is authorized to make amendments, and deeds of conveyance when authorized by the Council and by applicable law.

Section 6 03 Secretary The secretary shall attend Council meetings and Board meetings, and shall, or cause to be kept in a book provided for the purpose, a true and complete record of the proceedings of these meetings. He shall be custodian of the records and of the Council. He shall attend to the giving of all notices and shall perform such other duties as the Board may prescribe.

Section 6 04 Treasurer The treasurer shall keep a book containing a detailed account of each Apartment's working capital and common expense assessment in chronological order of the receipts and expenditures affecting the Regime and its administration, and specifying the maintenance and repair expenses of the limited and general common elements and any other expenses incurred. Both the book and the vouchers accrediting the entries made thereupon shall be available for examination by all the member holders at convenient hours on working days that shall be set and announced for general knowledge. The treasurer shall be authorized to cash checks and sign notes and checks on behalf of the Council.

ARTICLE VII

LIABILITY AND INDEMNIFICATION OF THE BOARD MEMBERS AND OFFICERS

Section 7 01 Liability of Directors and Officers No Board member or officer of the Council shall be liable to any Co-owner for any decision, action or omission made or performed by such Board member or officer in the course of his duties unless such Board member or officer acted in bad faith or in reckless disregard of the rights of any person or the terms of the Master Deed or these By-Laws.

Section 7 02 Indemnification of Board Members and Officers The Council shall indemnify and defend each Board member and officer of the Council from any liability claimed or imposed against him by reason of his position or decision action or omission as a Board member or any officer of the Council if all the following conditions are satisfied:

- 1) Such Board member or officer has not acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Master Deed or these By-Laws,
- 2) Such Board Member or officer gives the Council adequate notice of the claim or imposition of liability

to permit the Council reasonable opportunity to defend against the same; and

3) Such Board member or officer cooperates with the Council in defending against the liability

The expense of indemnifying a Board member or an officer shall be a Common Expense and shall be borne by all the Co-owners including such Board member or officer

ARTICLE VIII

RULES AND REGULATIONS

The Board may issue such rules and regulations governing the use of the property as it deems necessary, which when ratified at a Council meeting by members owning over one-half (1/2) of the percentage interests in the property, shall become effective. Such rules and regulations shall be enforceable by fine according to the schedule contained in the rules and regulations which shall be assessed against the Apartment of the violator

ARTICLE IX

COMMON EXPENSE LIABILITY

Section 9 01 Working Capital After the Master Deed is recorded, the Board shall assess each Apartment in the Regime and thereafter each Apartment which becomes part of the Regime, other than those Apartments owned by the Declarant, \$150 00 for working capital, which cost, when paid can be recovered upon transfer of the Apartment from the transferee

Section 9 02 Owners Liability The Apartment owners are bound to contribute pro-rata according to their percentage interest as amended toward both the expenses of administration of the Regime, the expenses of maintenance and repair of the limited and general common elements. The Board shall assess each Apartment owner for the expenses chargeable to it. Expenses for the maintenance and repair of limited common elements shall be assessed against those Apartments to which those elements have been allocated

Section 9 03 Initial Subsequent Budgets After the filing of the Master Deed and before the conveyance of any Apartments the Board shall adopt an initial budget and shall assess each Apartment its pro-rata share of common expenses. After the initial assessment has been made by the Board, assessments shall be based on a budget adopted at least annually by the Board

Section 9 04 Enforcement by Lien The Council has a lien on an Apartment for any assessment levied against that Apartment or fines imposed against its Apartment owner from the time the assessment or fine becomes due. The Apartment then may be foreclosed in like manner as a lien upon real estate

ARTICLE X

INSURANCE

Section 10 01 Property and Liability Commencing not later than the time of the first conveyance of an apartment

to a person other than a Declarant, the Board shall maintain to the extent reasonably available

(a) property insurance on the limited and general common elements and Apartments, exclusive of furniture, furnishings, improvements and betterments placed or installed in Apartments by Apartment owners, insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall be not less than full replacement cost and as to personal property to the extent such insurance is available, actual cash value of the insured property, exclusive of land, excavations, foundations, and other items normally excluded from property policies, and

(b) comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board covering all occurrences commonly insured against for death bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the limited and general common elements

Section 10 02 Loss Adjustment Any loss covered by the property policy under subsection 10 01 shall be adjusted by the Board and the insurance proceeds for that loss shall be payable to the Council, and not to any mortgagee. The Council shall hold any insurance proceeds in trust for Apartment owners and lien holders as their interests may appear. Subject to the provisions of subsection 10 01, the proceeds shall be disbursed first for the repair or restoration of the damaged limited and general common elements and Apartment owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the limited and general common elements have been completely repaired or restored or the Regime is terminated

Section 10 03 Repair Any portion of the Regime insured under Section 10 01 (a) and damaged or destroyed shall be repaired or replaced promptly by the Council unless (a) the Regime is terminated, (b) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (c) eighty (80%) percent of the Apartment owners, including every owner of an Apartment or assigned limited common element which will not be rebuilt vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a general common expense. If the entire Regime is not repaired or replaced, (a) the insurance proceeds attributable to the damaged limited and general common elements shall be used to restore the damaged area to a condition compatible with the remainder of the Regime, (b) the insurance proceeds attributable to Apartments and limited common elements which are not rebuilt shall be distributed to the owners of those Apartments the owners of the Apartments to which those limited common elements were assigned, and to any bona fide mortgagees holding valid and subsisting security interests encumbering any such Apartments and limited common elements, as their interests may appear, and (c) the remainder of the proceeds shall be distributed to all the Apartment owners in proportion to their percentage interest and to any bona fide mortgagees holding a valid and subsisting security interests in all or any part of the subject Horizontal Property Regime, as their interest may appear. If the Apartment owners vote not to rebuild any Apartment, that Apartment's entire percentage interest is automatically reallocated upon the vote as if

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EXHIBIT D

ALL THOSE CERTAIN PIECES, parcels or lots of land situate, lying and being on Seabrook Island, Charleston County, South Carolina, and shown and designated as Lots 1, 2, and 3, containing 0 520 acres, 0 361 acres, and 0 319 acres, respectively, more or less, as will be shown by reference to a Plat of BOHICKET MARINA VILLAGE by E M Seabrook, Jr, C E & L S, dated November 11, 1981 and recorded in the RMC Office for Charleston County in Plat Book AU at page 63

Said Lots 1, 2, and 3, Bohicket Marina Village, have the size, shape, dimensions, buttings, boundings, courses and distances as will more fully be shown by reference to said Plat

ALSO

ALL THAT PARCEL of land comprising a portion of Sweetgrass Lane (formerly "Buccaneer's Point") situate, lying and being on Seabrook Island, Charleston County, South Carolina and shown on a Plat of BOHICKET MARINA VILLAGE by E M Seabrook Jr, C E & L S, dated November 11, 1981 and recorded in Book AU at page 63, said portion of Sweetgrass Lane having the size, location, buttings and boundings, courses and distances as will more fully be shown by reference to said Plat

RESERVING HOWEVER, unto Declarant, Andell Bluff Associates, its successors and assigns guests, invitees and permittees, a non-exclusive easement over and across said portion of Sweetgrass Lane, and any extensions thereof for access, both vehicular and pedestrian, to Tract A, shown on a Plat by E M Seabrook, Jr, C E & L S, dated November 13, 1981 and recorded in Plat Book AU at page 62, RMC Office for Charleston County, the non-exclusive easement reserved hereby, shall continue until such time that the remainder of the right-of-way comprising Sweetgrass Lane, is conveyed or declared to be a part of Bohicket Marina Village Horizontal Property Regime

BEING A PORTION OF THE PREMISES conveyed to Declarant by the two (2) Deeds of Margaret H Beckett, et al, both dated January 4, 1980 and recorded in Book L121 at page 19, and at page 20, RMC Office for Charleston County

TMS 204-00-00-032 thru 034, 037 thru 053

BK J 127 PG 203

APARTMENTS	EXHIBIT E						
	STAGE 1 % Interest	STAGE 2 % Interest	STAGE 3 % Interest	STAGE 4 % Interest	STAGE 5 % Interest	STAGE 6 % Interest	STAGE 7 % Int
1901	4 03	2 53	2 05	1 57	1 375	1 14	988
1902	5 87	3 68	2 99	2 30	2 01	1 67	1 44
1903	4 03	2 53	2 05	1 57	1 375	1 14	988
1904	5 87	3 68	2 99	2 30	2 01	1 67	1 44
1905	4 03	2 53	2 05	1 57	1 375	1 14	988
1906	5 87	3 68	2 99	2 30	2 01	1 67	1 44
1907	4 03	2 53	2 05	1 57	1 375	1 14	988
1908	5 87	3 68	2 99	2 30	2 01	1 67	1 44
1909	5 87	3 68	2 99	2 30	2 01	1 67	1 44
1910	3 36	2 115	1 715	1 31	1 14	955	828
1911	5 87	3 68	2 99	2 30	2 01	1 67	1 44
1912	5 87	3 68	2 99	2 30	2 01	1 67	1 44
1913	3 36	2 115	1 715	1 31	1 14	955	828
1914	5 87	3 68	2 99	2 30	2 01	1 67	1 44
1915	5 87	3 68	2 99	2 30	2 01	1 67	1 44
1916	3 36	2 115	1 715	1 31	1 14	955	828
1917	5 87	3 68	2 99	2 30	2 01	1 67	1 44
1918	5 87	3 68	2 99	2 30	2 01	1 67	1 44
1919	3 36	2 115	1 715	1 31	1 14	955	828
1920	5 87	3 68	2 99	2 30	2 01	1 67	1 44

the Apartment had been condemned, and the Council promptly shall prepare, execute, and record an amendment to the declaration reflecting the reallocations

ARTICLE XI

WAIVER AND PARTITION OF REGIME

The Council may only by the unanimous vote of all its members

(a) waive the Regime and regroup or merge the records of the individual Apartments with the principal property, provided that the individual Apartments are unencumbered, or if encumbered, that the creditors whose behalf the encumbrances are recorded agree to accept as security the undivided portions of the property owned by the debtors

(b) partition or subdivide any Apartment in the Regime

(c) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the limited and general common elements (The granting of easements for public utilities or for other public purposes consistent with the intended use of the limited and general common elements by the Council shall not be deemed a transfer within the meaning of this clause)

ARTICLE XII

REGIME PERSONNEL

The Board shall have the power to designate and dismiss the personnel necessary for the works and general and limited common services of the property

The General Common Elements shown on the plans is defined in Section 2 05 of the Master Deed as the land described in Section 2 01 of the Master Deed the foundations, crawl spaces, exterior stairways, outside walkways, entrances and exits, landings, roofs, yards, gardens irrigation systems, unassigned parking and carport areas, compressor platforms, spaces for garbage and trash containers, downspouts, gutters and outside lighting. If any chute, flue, duct, wire conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of an Apartment, any portion thereof serving more than one Apartment or the general common elements is a part of the general common elements.

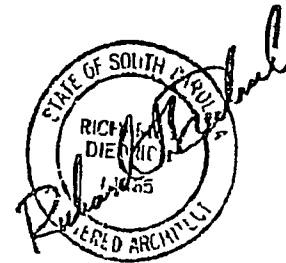
The Limited Common Elements shown on these plans is defined in Section 2 06 of the Master Deed as any attic, doorsteps, stoops, porches, screened or otherwise, balconies, decks, patios, compressors, mailboxes, and all exterior doors and windows or other fixtures, appliances or mechanical apparatus, designed to serve one or more, but less than all the Apartments. Certain of the Apartments have a parking space which is a Limited Common Element shown on these plans. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of an Apartment, any portion serving only that Apartment is a limited common element allocated solely to that Apartment.

CERTIFICATE

I, Richard J. Diedrich a registered Architect authorized and licensed to practice in the State of South Carolina, do hereby certify that the elevations and floor plans of Buildings 1, 2 and 3, Bohicket Marina Village, show graphically the dimensions, area and location of each apartment depicted and the dimensions, area and location of the common elements affording access to each apartment.

Nov 18, 1981
DATE

Richard J. Diedrich
REGISTERED ARCHITECT



RICHARD DIEDRICH - ARCHITECT

BOHICKET MARINA VILLAGE
CHARLESTON COUNTY S.C.

GENERAL NOTES & CERTIFICATE

NOVEMBER 18, 1981

EXHIBIT C
SHEET 10

OK J 1276203

RECORDED & RETURNED
PROPERTY AT LAW

FILED, RECORDED & RETURNED

DEC 23 1981

27.00

5127-203 066153

82.00

REC'D
PROPERTY AT LAW

IT IS VERIFIED
BPC 7H
D.O. 2-30-81
204-00-00 032-04
17-83

Recorded this 23rd day of Dec. 19 81
On Property Record Card

Pauline S. Hozer

Auditor Charleston County

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

CONSENT TO THE FORMATION
OF HORIZONTAL PROPERTY REGIME

WHEREAS, FIRST NATIONAL BANK OF SOUTH CAROLINA is the holder of certain Mortgages on two (2) tracts of land on Seabrook Island, Charleston County, South Carolina shown on a Plat by E M Seabrook Jr C E & L S dated April 6 1982 and recorded in the RMC Office for Charleston County in Plat Book AV at page 58, the same being more particularly described as the property comprising Stage 2 and described in the First Amendment To The Master Deed establishing and creating the horizontal property regime known as Bohicket Marina Village Horizontal Property Regime, which First Amendment is dated June 3, 1982 and is recorded in the RMC Office in Charleston County ^{recorded in Book S128} ~~simultaneously~~ _{Page 91} herewith Master Deed being recorded in Book J127 Page 203

KNOW ALL MEN BY THESE PRESENTS, that First National Bank of South Carolina in consideration of the payment of the sum of Ten And No/100 (\$10 00) Dollars, the receipt and sufficiency of which is hereby acknowledged does hereby consent to the submission of the following described property to the provisions of Chapter 31, Title 27, Code of Laws for South Carolina for 1976, for the purpose of establishing a horizontal property regime

ALL THAT CERTAIN TRACT of land piece parcel or lot of land, situate, lying and being on Seabrook Island, Charleston County, South Carolina and shown and designated as Lot 4, containing 0 729 Acres, more or less, as will be shown by reference to a Plat of STAGE TWO, BOHICKET MARINA VILLAGE, CHARLESTON COUNTY S C PLAT OF LOT 4 by E M Seabrook Jr C F & L S dated April 6 1982 and recorded in the RMC Office for Charleston County in Plat Book AV at page 58

Said Lot 4 Bohicket Marina Village has the size, shape, dimensions, buttings, boundings, courses and distances as will more fully be shown by reference to said Plat

ALSO

ALL THAT TRACT or parcel of land comprising a portion of Marsh Oak Lane (formerly Sweetgrass Lane) situate, lying and being on Seabrook Island, Charleston County South Carolina and shown on a Plat of STAGE TWO BOHICKET MARINA VILLAGE by

* T 128PG400

E M Seabrook, Jr, C E & L S, dated April 6, 1982 and recorded in Plat Book AV at page 58, RMC Office or Charleston County, said portion of Marsh Oak Lane having the size, location, buttings boundings, courses and distances as will more fully be shown by reference to said Plat

This Consent is not intended to otherwise modify or amend the provisions of the Mortgages which the First National Bank of South Carolina holds on the above described properties, and shall not in any way have the effect of releasing or discharging any of the Apartments or the general common elements of Bohicket Marina Village Horizontal Property Regime from the lien and operation of the said Mortgages

IN WITNESS WHEREOF, First National Bank of South Carolina has set its hand and seal this 18 day of

June, 1982

FIRST NATIONAL BANK
OF SOUTH CAROLINA

James F. Wetherman By James H. Patton
Its AVP
James M. Lister By Ben S. Gille
Its AVP

STATE OF SOUTH CAROLINA }
COUNTY OF CHARLESTON }

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn deposes and says that (s)he saw the within named First National Bank of South Carolina by its officers above subscribed sign seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed witnessed the execution thereof

James F. Wetherman

SWORN TO before me this

18 day of June 1982

James M. Lister
Notary Public for South Carolina
My Commission Expires 11/1/83

L
LEONARD KRAVCHICK
ATTORNEY AT LAW

3h T 1.706400

FILED INDEXED & RECORDED

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1992 JUN 28 PM 12:30

ROBERT N KING
CLERK OF COURT
CHARLESTON COUNTY SC

JK S 128PG091

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

FIRST AMENDMENT OF MASTER DEED OF
BOHICKET MARINA VILLAGE
HORIZONTAL PROPERTY REGIME

ARTICLE I

RECITALS

On December 23, 1981, in Book J127 at page 203, RMC Office for Charleston County, Andell Bluff Associates ("the Declarant"), recorded its Master Deed dated December 22, 1981 ("the Master Deed"), creating and establishing on the property described therein, Bohicket Marina Village Horizontal Property Regime ("the Regime"). Declarant reserved in the Master Deed the right to annex to the Regime additional tracts of land, including a tract of land described herein, and to create additional Apartments, which right of annexation the Declarant now wishes to exercise according to the terms and conditions of the Master Deed. The property being annexed consists of the land described in Section 2 01, the building described in Section 2 02, the Apartments described in Section 2 03, the general common elements described in Section 2 05, and the limited common elements described in Section 2 06. By executing and recording with all necessary Exhibits this Amendment, Declarant hereby annexes the property described herein to the Regime, which property is to be governed by the terms and conditions of the Master Deed, except where specific provision to the contrary is contained herein. (All Section references refer to those contained in this Amendment)

ARTICLE II

DESCRIPTION

Section 2 01 Land The Land being submitted to the Regime created and established by the Master Deed is described as follows

ALL THAT CERTAIN TRACT of land, piece, parcel or lot of land, situate, lying and being on Seabrook Island, Charleston County, South Carolina, and shown and designated as Lot 4, containing 0 729 Acres, more or less, as will be shown by reference to a Plat of STAGE TWO, BOHICKET MARINA VILLAGE, CHARLESTON COUNTY, S C, PLAT OF LOT 4, by E M Seabrook, Jr, C E. & L S, dated April 6, 1982 and recorded in the RMC Office for Charleston County in Plat Book AV at page 58

Said Lot 4, Bohicket Marina Village, has the size, shape, dimensions, buttings, boundings, courses and distances as will more fully be shown by reference to said Plat

ALSO

ALL THAT TRACT, or parcel of land comprising a portion of Marsh Oak Lane (formerly Sweetgrass Lane) situate, lying and being on Seabrook Island Charleston County South Carolina, and shown on a Plat of STAGE TWO, BOHICKET MARINA VILLAGE by E M Seabrook Jr C E & L S dated April 6 1982 and recorded in Plat Book AV at page 58 RMC

Office for Charleston County, said portion of Marsh Oak Lane having the size, location, boundaries, bounding lines, courses and distances as will more fully be shown by reference to said Plat;

RESERVING HOWEVER unto Declarant, Andell Bluff Associates, its successors and assigns, guests, invitees and permittees, a non-exclusive easement over and across said portion of Marsh Oak Lane, and any extensions thereof, for access, both vehicular and pedestrian, to Lot 5, shown on the Plat of STAGE TWO, BOHICKET MARINA VILLAGE by E. M. Seabrook, Jr., C. E. & L. S., dated April 6, 1982 and recorded in the RMC Office for Charleston County in Plat Book AV at page 58, and to other adjacent property of Declarant, the non-exclusive easement reserved hereby, shall continue until such time until the remainder of the Right-of-Way comprising Marsh Oak Lane is conveyed or declared to be a part of Bohicket Marina Village Horizontal Property Regime

BEING A PORTION OF THE PREMISES conveyed to Declarant by the two (2) Deeds of Margaret H. Beckett, et al, both dated January 4, 1980 and recorded in Book L121 at page 19 and at page 20, RMC Office for Charleston County

Section 2 02 Buildings There is one (1) Building being annexed to form a part of the Regime created and established by the Master Deed and it has the size and location as is shown on the Plat or Plot Plan comprising Exhibit "B" The Building contains Apartments 1921 through 1932 The Building contains approximately Eighteen Thousand Five Hundred Twenty (18,520) Square Feet of enclosed floor space. The total ground area covered by the Building, including its decks, porches, and stairwells, is approximately 0.264 Acres The dimensions, area and location, within reasonable construction tolerances of the Building, and the location of the stairs and stairwells providing access to each Apartment are shown on the plans marked Exhibit "C"

Section 2 03 Apartments The Apartments are those portion of the Regime designated for separate ownership, and have such dimensions and area as are shown in the plans marked Exhibit "C" The vertical boundaries of the Apartments are the unfinished inner surface of the perimeter walls, as shown on the plans and the horizontal boundaries are the unfinished inner surfaces of the ceilings and floors Any limited or general common elements located within the boundaries are not part of the Apartment Subject to the preceding sentence, all spaces, interior partitions and other fixtures and improvements within the boundaries of an Apartment are a part of the Apartment All furring, wall board, plaster board, plaster, paneling, tile, wallpaper, paint finished flooring and any other materials constituting any part of the finished surfaces are part of the Apartment

Section 2 04 Number, Designation And Location Of Apartments The number, designation and location of each Apartment within each Building is shown on Exhibit "C"

Section 2 05 General Common Elements The general common elements consist of the land described in Section 2 01, the foundations, crawl spaces, exterior stairways, outside walkways, entrances and exits, landings, roofs, yards, gardens, irrigation systems, unassigned parking, and

garage, car wash, compressor platforms, space for garbage and trash containers, downspouts, gutters and outside lighting. Insofar as possible, the general common elements are shown graphically and described in detail in words and figures on Exhibits "a" and "c".

If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of an Apartment, any portion thereof serving more than one (1) Apartment or general common elements is a part of the general common elements.

Section 2 06 Limited Common Elements Any attic, dormers, stoops, porches, screened or otherwise, balconies, decks, patios, compressors, mail boxes, and all exterior doors and windows or other fixtures, hot water heaters located outside the Apartment, or mechanical apparatus designed to serve one (1) or more, but less than all the Apartments, are limited common elements allocated exclusively to such Apartment or Apartments.

If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of an Apartment, any portion serving only that Apartment is a limited common element allocated solely to that Apartment. Insofar as possible, the limited common elements are shown graphically and are described in detail in words and figures on Exhibits "b" and "c".

ARTICLE III

BASIC VALUE

Section 3 01 Basic Value Of Property The basic value of the property being annexed to the R zone is \$1,770,000 00

Section 3 02 Basic Value Of Apartments. The basic values of the Apartments are as follows

<u>Apartment</u>	<u>Values</u>
1921	\$120,000 00
1922	\$175,000 00
1923	\$120,000 00
1924	\$175,000 00
1925	\$120,000 00
1926	\$175,000 00
1927	\$120,000 00
1928	\$175,000 00
1929	\$120,000 00
1930	\$175,000 00
1931	\$120,000 00
1932	\$175,000 00

ARTICLE IV

PERCENTAGE INTEREST

Section 4 01 Percentage Interests Schedule The percentage interests appertaining to the Apartments are as follows

3K: S 128PG091

Apartments	Percentage Interest
1921	2.53%
1922	3.68%
1923	2.53%
1924	3.68%
1925	2.53%
1926	3.68%
1927	2.53%
1928	3.68%
1929	2.53%
1930	3.68%
1931	2.53%
1932	3.68%

These percentage interests, as the same may be amended pursuant to Article VII of the Master Deed, shall be applicable whenever the Master Deed, the By-Laws or an Exhibit to the Master Deed refers to the percentage interests of Apartment owners

ARTICLE V

PERCENTAGE INTEREST AT EACH STAGE OF PROPOSED DEVELOPMENT

Section 5.01 Percentage Interest At Each Stage The percentage interests in the general and limited common elements of each Apartment owner at each stage of proposed development of each Apartment in this stage of the Regime, shall be according to the chart attached and marked Exhibit "C" In the event that the maximum number of Apartments in each stage are not built, the percentage interest will change proportionately

ARTICLE VI

ALL PROPERTY TO BE ONE REGIME

Section 6.01 One Regime Except to the extent that they are specifically amended by this Amendment, all other terms and provisions of the Master Deed shall continue in full force and effect and shall apply to the property described herein and the owners of the Apartments thereon in the same manner and to the same extent as they apply to the property which has previously been submitted to the Regime and the owners of all Apartments which are a part thereof

IN WITNESS WHEREOF, Declarant has caused these presents to be executed this 3RD day of JUNE, 1982

ANDELL BLUFF ASSOCIATES

Mary A. DeMunn By William C. White
Richard Brown Its General Partner

MS 128PG091

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that (s)he saw the within named Andell Bluff Associates, by William C Whitner, its General Partner, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness above subscribed witnessed the execution thereof

Mary A. Chism

SWORN TO before me this

3rd day of JUNE, 1982

Howard A. Kinner
Notary Public for South Carolina
My Commission Expires 7/10/89

NOTARY
PUBLIC

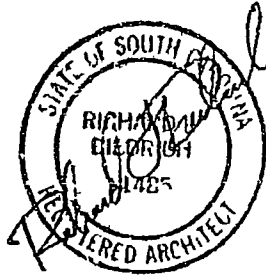
CLERK

3K S 128PG091

EXHIBIT E

APARTMENT	STAGE 2 % Interest	STAGE 3 % Interest	STAGE 4 % Interest	STAGE 5 % Interest	STAGE 6 % Interest	STAGE 7 % Interest
1921	2 53	2 05	1 57	1 375	1 14	.988
1922	3 68	2 99	2 50	2.01	1.67	1 44
1923	2 53	2 05	1 57	1 375	1.14	.988
1924	3 68	2 99	2.30	2 01	1 67	1 44
1925	2 53	2 05	1 57	1 375	1 14	.988
1926	3 68	2 99	2.30	2 01	1 67	1 44
1927	2.53	2 05	1.57	1 375	1 14	.988
1928	3 68	2 99	2 30	2 01	1 67	1 44
1929	2 53	2 05	1 57	1 375	1 14	.988
1930	3 68	2 99	2 30	2.01	1 67	1 44
1931	2 53	2 05	1 57	1.375	1 14	.988
1932	3 68	2 99	2 30	2 01	1 67	1 44

EX S 120PG081



RICHARD DIEDRICH - ARCHITECT

BOHICKET MARINA VILLAGE
CHARLESTON COUNTY, S.C

GENERAL NOTES & CERTIFICATE
REVISED MAY 12, 1982
JUNE 1, 1982

EXHIBIT C
SHEET 14

NOTES:

The General Common Elements shown on these plans is defined in Section 2.05 of the First Amendment of the Master Deed as the land described in Section 2.01 of the First Amendment of the Master Deed, the foundations, crawl spaces, exterior stairways, outside walkways, entrances and exits, landings, roofs, yards, gardens, irrigation systems, unassigned parking and carport areas, compressor platforms, spaces for garbage and trash containers, downspouts, gutters and outside lighting. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of an Apartment, any portion thereof serving more than one Apartment or the general common elements is a part of the general common elements.

The Limited Common Elements shown on these plans is defined in Section 2.06 of the First Amendment of the Master Deed as any attic, doorsteps, stoops, porches, screened or otherwise, balconies, decks, patios, compressors, mailboxes, and all exterior doors and windows or other fixtures, appliances, or mechanical apparatus, designed to serve one or more, but less than all the Apartments. Certain of the Apartments have a parking space which is a Limited Common Element shown on these plans. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of an Apartment, any portion serving only that Apartment is a limited common element allocated solely to that Apartment.

CERTIFICATE:

I, Richard J. Diedrich, a registered Architect, authorized and licensed to practice in the State of South Carolina, do hereby certify that the elevations and floor plans of Building No. 4, Bohicket Marina Village, Stage 2 show graphically the dimensions, area and location of each apartment depicted, and the dimensions, area and location of the common elements affording access to each apartment.

March 10, 1982

DATE

Richard J. Diedrich

SIGNATURE

5128-91

NOTES

The General Common Elements shown on these plans is defined in Section 2.05 of the First Amendment of the Master Deed as the land described in Section 2.01 of the First Amendment of the Master Deed, the foundations, crawl spaces, exterior stairways, outside walkways, entrances and exits, landings, roofs, yards, gardens, irrigation systems, unassigned parking and carport areas, compressor platforms, spaces for garbage and trash containers, downspouts, gutters and outside lighting. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of an Apartment, any portion thereof serving more than one Apartment or the general common elements is a part of the general common elements.

The Limited Common Elements shown on these plans is defined in Section 2.06 of the First Amendment of the Master Deed as any attic, doorsteps, stoops, porches, screened or otherwise, balconies, decks, patios, compressors, mailboxes, and all exterior doors and windows or other fixtures, appliances, or mechanical apparatus, designed to serve one or more, but less than all the Apartments. Certain of the Apartments have a parking space which is a Limited Common Element shown on these plans. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of an Apartment, any portion serving only that Apartment is a limited common element allocated solely to that Apartment.

CERTIFICATE

I, Richard J. Biedrich, a registered Architect, authorized and licensed to practice in the State of South Carolina do hereby certify that the elevations and floor plans of Building No. 4, Bohicket Marina Village, Stage 2, show graphically the dimensions, area and location of each apartment depicted, and the dimensions, area and location of the common elements affording access to each apartment

March 10, 1982
DATE

Richard J. Biedrich
SIGNATURE

3K-S 1-28 PGD91

LEONARD KRAWCHECK
ATTORNEY AT LAW

FILED, INDEXED & RECORDED

8128-91

1982 JUN 21 AM 10:17

Amount 11.00
Master Card

ROBERT H. KING
REGISTERED PROFESSIONAL
CHARLESTON COUNTY, S.C.

Recorded this 21st day of June 1982
On Property Record Card

Pauline L. Koger

Auditor Charleston County

BAC	7H
DID	6-23-82
204-60-00-054	
57 Elm 67	

STATE OF SOUTH CAROLINA) SECOND AMENDMENT OF MASTER DEED OF
COUNTY OF CHARLESTON) BOHICKET MARINA VILLAGE
HORIZONTAL PROPERTY REGIME
3K 2129PG007

ARTICLE I

RECITALS

On December 23, 1981, in Book J127 at page 403, RMC Office for Charleston County, Andell Bluff Associates ("the Declarant"), recorded its Master Deed dated December 27, 1981 ("the Master Deed"), creating and establishing on the property described therein, Bohicket Marina Village Horizontal Property Regime ("the Regime"). Declarant reserved in the Master Deed the right to annex to the Regime additional tracts of land, including the tract of land described herein, and to create additional Apartments, which right of annexation the Declarant now wishes to exercise according to the terms and conditions of the Master Deed. The property being annexed consists of the land described in Section 2.01, the building described in Section 2.02, the Apartments described in Section 2.03, the general common elements described in Section 2.05, and the limited common elements described in Section 2.06. By executing and recording with all necessary Exhibits this Amendment, Declarant hereby annexes the property described herein to the Regime, which property is to be governed by the terms and conditions of the Master Deed except where specific provision to the contrary is contained herein. (All Section references refer to those contained in this Amendment.)

ARTICLE II

DESCRIPTION

Section 2.01 Land. The Land being submitted to the Regime created and established by the Master Deed is described as follows:

ALL THOSE CERTAIN PIECES, parcels or lots of land, situate, lying and being on Johns Island, Charleston County, South Carolina, and shown and designated as Lot 5, containing 0.631 acres more or less as will be shown by reference to a Plat of STAGE THREE, BOHICKET MARINA VILLAGE, by E. M. Seabrook, Jr., C. E. & L. S., dated October 26, 1982, and recorded in the RMC Office for Charleston County in Plat Book AW at page 80.

Said Lot 5, Bohicket Marina Village, has the size, shape, dimensions, buttings, boundings, courses and distances as will more fully be shown by reference to said Plat.

ALSO

ALL THAT PARCEL of land comprising a portion of Marsh Oak Lane (formerly Sweetgrass Lane) situate lying and being on Johns Island, Charleston County, South Carolina and shown on a Plat of STAGE THREE, BOHICKET MARINA VILLAGE, by E. M. Seabrook, Jr., C. E. & L. S., dated October 26, 1982, and recorded in Plat Book AW at page 80, RMC Office for Charleston County said portion of Marsh Oak Lane having the size, location, buttings, boundings, courses and distances as will more fully be shown by reference to said Plat.

RESERVING HOWEVER to Declarant, Andell Bluff Associates, its successors and assigns, guests, invitees and permittees, a non-exclusive easement over and across or d portion of Marsh Oak Lane, and any extensions thereof, for access, both vehicular and pedestrian, to Lot 6, shown on the Plat of STAGE THREE, BOHICKET MARINA VILLAGE by E. M. Seabrook, Jr., C. E. & L. S., dated October 26, 1982, and recorded in the RMC Office for Charleston County in Plat Book AW at page 80, and to other adjacent property of Declarant the non-exclusive easement reserved hereby shall continue until such time until the remainder of the Right-of-Way comprising Marsh Oak Lane is conveyed or declared to be a part of Bohicket Marina Village Horizontal Property Regime

BEING A PORTION OF THE PREMISES conveyed to Declarant by the two (2) Deeds of Margaret H. Beckett, et al, both dated January 4, 1980 and recorded in Book L121 at page 19 and at page 20, RMC Office for Charleston County

Section 2 01 Buildings There is one (1) Building being annexed to form a part of the Regime created and established by the Master Deed and it has the size and location as is shown on the Plat or Plot Plan comprising Exhibit "B". The Building contains Apartments 1933 through 1940. The Building contains approximately Ten Thousand Four Hundred Sixty-Two (10,462) Square Feet of enclosed floor space. The total ground area covered by the Building, including its decks, porches, and stairwells, is approximately Seven Thousand Three Hundred Seventy (7,370) Square Feet. The dimensions, area and location within reasonable construction tolerances of the Building, and the location of the stairs and stairwells providing access to each Apartment are shown on the plans marked Exhibit "C".

Section 2 03 Apartments The Apartments are those portion of the Regime designated for separate ownership and have such dimensions and area as are shown in the plans marked Exhibit "C". The vertical boundaries of the Apartments are the unfinished inner surface of the perimeter walls, as shown on the plans and the horizontal boundaries are the unfinished inner surfaces of the ceilings and floors. Any limited or general common elements located within the boundaries are not part of the Apartment. Subject to the preceding sentence, all spaces, interior partitions and other fixtures and improvements within the boundaries of an Apartment are a part of the Apartment. All furring, wall board, master board, plaster, paneling, tile, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces are part of the Apartment.

Section 2 04 Number, Designation And Location Of Apartments The number, designation and location of each Apartment within each building is shown on Exhibit "C".

Section 2 05 General Common Elements The general common elements consist of the land described in Section 2 01 the foundations, crawl spaces, exterior stairways, outside walkways, entrances and exits, landings, roof, yards, gardens, irrigation systems, unassigned parking, and car port areas, compressor platforms, space for garbage and trash containers, downspouts, gutters and outside lighting. Insofar as possible, the general common elements are shown graphically and described in detail in words and figures on Exhibits "B" and "C".

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If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of an Apartment, any portion thereof serving more than one (1) Apartment or general common elements is a part of the general common elements.

Section 2 06 Limited Common Elements. Any attic car port, doorsteps, stoops, porches, screened or otherwise, balconies, decks, patios, compressors, mail boxes, and all exterior doors and windows or other fixtures, hot water heaters located outside the Apartment, or mechanical apparatus designed to serve one (1) or more, but less than all the Apartments, are limited common elements allocated exclusively to such Apartment or Apartments.

If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of an Apartment, any portion serving only that Apartment is a limited common element allocated solely to that Apartment. Insofar as possible, the limited common elements are shown graphically and are described in detail in words and figures on Exhibits "B" and "C".

ARTICLE III

BASIC VALUE

Section 3 01 Basic Value Of Property The basic value of the property being annexed to the Regime is \$1,100,000 00.

Section 3 02 Basic Value Of Apartments The basic values of the Apartments are as follows:

<u>Apartment</u>	<u>Value</u>
1933	\$175,000 00
1934	\$100,000 00
1935	\$100,000 00
1936	\$175,000 00
1937	\$175,000 00
1938	\$100,000 00
1939	\$100,000 00
1940	\$175,000 00

ARTICLE IV

PERCENTAGE INTEREST

Section 4 01 Percentage Interests Schedule The percentage interests appertaining to the Apartments are as follows:

<u>Apartments</u>	<u>Percentage Interest</u>
1933	2 99
1934	1 715
1935	1 715
1936	2 99
1937	2 99
1938	1 715
1939	1 715
1940	2 99

2129P0007

These percentage interests, as the same may be amended pursuant to Article VII or the Master Deed, shall be applicable whenever the Master Deed, the By-Laws or an Exhibit to the Master Deed refers to the percentage interests of Apartment owners

ARTICLE V

PERCENTAGE INTEREST AT EACH STAGE OF PROPOSED DEVELOPMENT

Section 5 01 Percentage Interest At Each Stage The percentage interests in the general and limited common elements of each Apartment owner at each stage of proposed development or each Apartment in this stage of the Regime, shall be according to the chart attached and marked Exhibit "g". In the event that the maximum number of Apartments in each stage are not built, the percentage interest will change proportionately

ARTICLE VI

ALL PROPERTY TO BE ONE REGIME

Section 6 01 One Regime Except to the extent that they are specifically amended by this Amendment, all other terms and provisions of the Master Deed shall continue in full force and effect and shall apply to the property described herein and the owners of the Apartments thereon in the same manner and to the same extent as they apply to the property which has previously been submitted to the Regime and the owners of all Apartments which are a part thereof

IN WITNESS WHEREOF Declarant has caused these presents to be executed this 22nd day of November, 1982

ANDELL BLUFF ASSOCIATES

Mary A. Chelmon
Leonard Brander

By

William C. Whitner
Its General Partner

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn deposes and says that (s)he saw the within named Andell Bluff Associates by William C Whitner its General Partner, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness above subscribed witnessed the execution thereof

Mary A. Chelmon

SWORN TO before me this

22nd day of November 19 82

Leonard Brander
Notary Public for South Carolina
My Commission Expires 7/10/89

EXHIBIT E

3K 17' Z129PG007

APARTMENT #	STAGE 3 % Interest	STAGE 4 % Interest	STAGE 5 % Interest	STAGE 6 % Interest	STAGE 7 % Interest
1933	2 99	2.30	2 01	1 67	1.44
1934	1 715	1.31	1 14	955	.828
1935	1 715	1 31	1 14	955	.828
1936	2 99	2 30	2 01	1 67	1.44
1937	2 99	2 30	2.01	1 67	1.44
1938	1 715	1 31	1 14	955	.828
1939	1 715	1 31	1.14	955	.828
1940	2 99	2 30	2 01	1 67	1.44

3K Z129PG007

NOTES

The General Common Elements shown on these plans is defined in Section 2.05 of the Second Amendment of the Master Deed as the land described in Section 2.01 of the Second Amendment of the Master Deed, the foundations, crawl spaces, exterior stairways, outside walkways, entrances and exits, landings, roofs, yards, gardens, irrigation systems, unassigned parking and carport areas, compressor platforms, spaces for garbage and trash containers, downspouts, gutters and outside lighting. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of an Apartment, any portion thereof serving more than one Apartment or the general common elements is a part of the general common elements.

The Limited Common Elements shown on these plans is defined in Section 2.06 of the Second Amendment of the Master Deed as any attic, doorsteps, stoops, porches, screened or otherwise, balconies, decks, patios, compressors, mailboxes, and all exterior doors and windows or other fixtures, appliances, or mechanical apparatus, designed to serve one or more, but less than all the Apartments. Certain of the Apartments have a parking space which is a Limited Common Element shown on these plans. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of an Apartment, any portion serving only that Apartment is a limited common element allocated solely to that Apartment.

CERTIFICATE

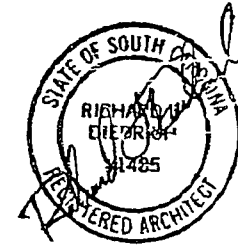
I, Richard J. Diedrich, a registered Architect, authorized and licensed to practice in the State of South Carolina, do hereby certify that the elevations and floor plans of Building No. 5 Bohicket Marina Village, Stage 2, show graphically the dimensions, area and location of each apartment depicted, and the dimensions, area and location of the common elements affording access to each apartment.

Nov 22, 1982

DATE



SIGNATURE



RICHARD DIEDRICH - ARCHITECT

BOHICKET MARINA VILLAGE
CHARLESTON COUNTY, SC

GENERAL NOTES & CERTIFICATE

 REVISED OCT 15, 1982
 Nov 16, 1982
 Nov 22, 1982
EXHIBIT C
SHEET 18

LEONARD KRAMCHECK
ATTORNEY AT LAW

[Handwritten signature]

Z/29-7
FILED INDEXED & RECORDED
Z/29-7
NOV 24 AM 9 21

10 00

ROBERT H KING
REGISTER OF DEEDS CONVEYANCE
CHARLESTON COUNTY SC

[Handwritten: 7H]
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STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

THIRD AMENDMENT OF MASTER DEED OF
BOHICKET MARINA VILLAGE
HORIZONTAL PROPERTY REGIME

ARTICLE I

RECITALS

On December 23, 1981, in Book J127 at page 203, RMC Office for Charleston County, Andell Bluff Associates ("the Declarant"), recorded its Master Deed dated December 22, 1981 ("the Master Deed"), creating and establishing on the property described therein, Bohicket Marina Village Horizontal Property Regime ("the Regime"). Declarant reserved in the Master Deed the right to annex to the Regime additional tracts of land, including the tract of land described herein, and to create additional Apartments, which right of annexation the Declarant now wishes to exercise according to the terms and conditions of the Master Deed. The property being annexed consists of the land described in Section 2 01, the building described in Section 2 02, the Apartments described in Section 2 03, the general common elements described in Section 2 05, and the limited common elements described in Section 2 06. By executing and recording with all necessary Exhibits this Amendment, Declarant hereby annexes the property described herein to the Regime, which property is to be governed by the terms and conditions of the Master Deed, except where specific provision to the contrary is contained herein. (All Section references refer to those contained in this Amendment.)

ARTICLE II

DESCRIPTION

Section 2 01 Land The Land being submitted to the Regime created and established by the Master Deed is described as follows

ALL THAT CERTAIN TRACT of land, piece, parcel or lot of land, situate, lying and being on Seabrook Island, Charleston County, South Carolina, and shown and designated as Lot 6, containing 0.667 acres, more or less, as will be shown by reference to a Plat of STAGE FOUR, BOHICKET MARINA VILLAGE, CHARLESTON COUNTY, S C, PLAT OF LOT 6, by E M Seabrook, Jr, C E & L S, dated December 23, 1982, and recorded in the RMC Office for Charleston County in Plat Book AW at page 139

Said Lot 6, Bohicket Marina Village, has the size, shape, dimensions, buttings, boundings, courses, and distances as will more fully be shown by reference to said Plat

ALSO

ALL THAT TRACT, or parcel of land comprising a portion of Marsh Oak Lane (formerly Sweetgrass Lane) situate, lying and being on Seabrook Island, Charleston County, South Carolina, and shown on a Plat of STAGE FOUR, BOHICKET MARINA VILLAGE, by E M Seabrook, Jr, C E & L S, dated December 23, 1982, and recorded in Plat Book AW at page 139, RMC Office for Charleston County

JK: L 130PG228

Said portion of Marsh Oak Lane having the size, location, buttings, boundings, courses and distances as will more fully be shown by reference to said plat

RESERVING HOWEVER unto Declarant, Andell Bluff Associates, its successors and assigns, guests, invitees and permittees, a non-exclusive easement over and across said portion of Marsh Oak Lane, and any extensions thereof, for access, both vehicular and pedestrian, to Lot 6, as shown on the Plat of STAGE FOUR, BOHICKET MARINA VILLAGE by E M Seabrook, Jr, C E & L S, dated December 23, 1982, and recorded in the RMC Office for Charleston County in Plat Book AW at page 139, and to other adjacent property of Declarant, the non-exclusive easement reserved hereby, shall continue until such time until the remainder of the Right of Way comprising Marsh Oak Lane is conveyed or declared to be a part of Bohicket Marina Village Horizontal Property Regime

BEING A PORTION OF THE PREMISES conveyed to Declarant by the two (2) Deeds of Margaret H Beckett, et al, both dated January 4, 1980, and recorded in Book 112 at page 19 and at page 20, RMC Office for Charleston County

Section 2 02 Buildings There is one (1) Building being annexed to form a part of the Regime created and established by the Master Deed and it has the size and location as is shown on the Plat or Plot Plan comprising Exhibit "B" The Building contains approximately Seventeen Thousand Two (17,001 8) Square Feet of enclosed floor space The total ground area covered by the Building, including its decks, porches, and stairwells, is approximately 0 264 acres The dimensions, area and location, within reasonable construction tolerances of the Building, and the location of the stairs and stairwells providing access to each Apartment are shown on the plans marked Exhibit "C"

Section 2 03 Apartments The Apartments are those portion of the Regime designated for separate ownership, and have such dimensions and area as are shown in the plans marked Exhibit "C" The vertical boundaries of the Apartments are the unfinished inner surface of the perimeter walls, as shown on the plans and the horizontal boundaries are the unfinished inner surfaces of the ceilings and floors Any limited or general common elements located within the boundaries are not part of the Apartment Subject to the preceding sentence, all spaces, interior partitions and other fixtures and improvements within the boundaries of an Apartment are a part of the Apartment All furring, wall board, plaster board, plaster, paneling, tile, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces are part of the Apartment

Section 2 04 Number, Designation and Location of Apartments The number, designation and location of each Apartment within each Building is shown on Exhibit "C"

Section 2 05 General Common Elements The general common elements consist of: the land described in Section 2 01, the foundations, crawl spaces, exterior stairways, outside walkways, entrances and exits, landings, roofs, yards, gardens, irrigation systems, unassigned parking, and

car port areas, compressor platforms, space for garbage and trash containers, downspouts, gutters and outside lighting. Insofar as possible, the general common elements are shown graphically and described in detail in words and figures on Exhibits "B" and "C"

If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of an Apartment, any portion thereof serving more than one (1) Apartment or general common elements is a part of the general common elements

Section 2 06 Limited Common Elements Any attic, car port, doorsteps, stoops, porches, screened or otherwise, balconies, decks, patios, compressors, mail boxes, and all exterior doors and windows or other fixtures, hot water heaters located outside the Apartment, or mechanical apparatus designed to serve one (1) or more, but less than all the Apartments, are limited common elements allocated exclusively to such Apartment or Apartments

If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of an Apartment, any portion serving only that Apartment is a limited common element allocated solely to that Apartment. Insofar as possible, the limited common elements are shown graphically and are described in detail in words and figures on Exhibits "B" and "C"

ARTICLE III

BASIC VALUE

Section 3 01 Basic Value of Property The basic value of the property being annexed to the Regime is \$1,770,000 00

Section 3 02 Basic Value of Apartments The basic values of the Apartments are as follows

<u>Apartment</u>	<u>Values</u>
1941	\$120,000 00
1942	\$175,000 00
1943	\$170,000 00
1944	\$175,000 00
1945	\$120,000 00
1946	\$175,000 00
1947	\$120,000 00
1948	\$175,000 00
1949	\$120,000 00
1950	\$175,000 00
1951	\$120,000 00
1952	\$175,000 00

ARTICLE IV

PERCENTAGE INTEREST

Section 4 01 Percentage Interests Schedule The percentage interests appertaining to the Apartments are as follows

<u>Apartment</u>	<u>Percentage Interest</u>
1941	1 57
1942	2 30
1943	1 57
1944	2 30
1945	1 57

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<u>Apartment</u>	<u>Percentage Interest</u>
1946	2 70
1947	1 57
1948	2 30
1949	1.57
1950	2 30
1951	1 57
1952	2 30

These percentage interests, as the same may be amended pursuant to Article VII of the Master Deed, shall be applicable whenever the Master Deed, the By Laws or an Exhibit to the Master Deed refers to the percentage interests of Apartment owners

ARTICLE V

PERCENTAGE INTEREST AT EACH STAGE OF PROPOSED DEVELOPMENT

Section 5 01 Percentage Interest At Each Stage The percentage interests in the general and limited common elements of each Apartment owner at each stage of proposed development of each Apartment in this stage of the Regime, shall be according to the chart attached and marked Exhibit "E" In the event that the maximum number of Apartments in each stage are not built, the percentage interest will change proportionately

ARTICLE VI

ALL PROPERTY TO BE ONE REGIME

Section 6 01 One Regime Except to the extent that they are specifically amended by this Amendment, all other terms and provisions of the Master Deed shall continue in full force and effect and shall apply to the property described herein and the owners of the Apartments thereon in the same manner and to the same extent as they apply to the property which has previously been submitted to the Regime and the owners of all Apartments which are a part thereof

IN WITNESS WHEREOF, Declarant has caused these presents to be executed this 21st day of January, 1983

WITNESSED

Mary A. DeLeon
Leonard K. Whitner

ANDELL BLUFF ASSOCIATES

BY William C. Whitner
WILLIAM C. WHITNER, ITS GENERAL PARTNER

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named Andell Bluff Associates, by William C. Whitner, its General Partner, sign, seal and as its act and deed deliver the within written instrument and that s/he with the other witness above subscribed witnessed the execution hereof

SWORN to before me this 21st day of January, 1983

Leonard K. Whitner (I S)
NOTARY PUBLIC FOR S C My Comm Expires 7/1/87

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EXHIBIT "E"

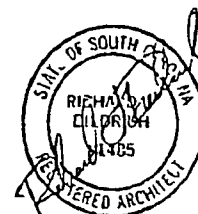
<u>APARTMENT #</u>	<u>STAGE 4</u> <u>% Interest</u>	<u>STAGE 5</u> <u>% Interest</u>	<u>STAGE 6</u> <u>% Interest</u>	<u>STAGE 7</u> <u>% Interest</u>
1941	1 57	1 375	1 14	988
1942	2 30	2 01	1 67	1 440
1943	1 57	1 375	1 14	988
1944	2 30	2 01	1 67	1 440
1945	1 57	1 375	1 14	988
1946	2 30	2 01	1 67	1 440
1947	1 57	1 375	1 14	988
1948	2 30	2 01	1 67	1 440
1949	1 57	1 375	1 14	988
1950	2 30	2 01	1 67	1 440
1951	1 57	1 375	1 14	988
1952	2 30	2 01	1 67	1 440

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NOTES

The General Common Elements shown on these plans is defined in Section 2.05 of the Third Amendment of the Master Deed as the land described in Section 2.01 of the Third Amendment of the Master Deed the foundations crawl spaces exterior stairways outside walkways entrances and exits landings roofs, yards, gardens irrigation systems unassigned parking and carport areas compressor platforms spaces for garbage and trash containers downspouts gutters and outside lighting. If any chute flue duct wire conduit bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of an Apartment any portion thereof serving more than one Apartment or the general common elements is a part of the general common elements.

The Limited Common Elements shown on these plans is defined in Section 2.06 of the Third Amendment of the Master Deed as any attic doorsteps stoops porches screened or otherwise balconies decks patios compressors mailboxes and all exterior doors and windows or other fixtures appliances or mechanical apparatus designed to serve one or more but less than all the Apartments. Certain of the Apartments have a parking space which is a Limited Common Element shown on these plans. If any chute flue duct wire conduit bearing wall bearing column or any other fixture lies partially within and partially outside the designated boundaries of an Apartment any portion serving only that Apartment is a limited common element allocated solely to that Apartment.



CERTIFICATE

I, Richard J. Diedrich, a registered Architect, authorized and licensed to practice in the State of South Carolina, do hereby certify that the elevations and floor plans of Building No. 6 Bohicket Marina Village Stage 4 show graphically the dimensions, area and location of each apartment depicted and the dimensions, area and location of the common elements affording access to each apartment.

RICHARD DIEDRICH ARCHITECT

BOHICKET MARINA VILLAGE
CHARLESTON COUNTY, SCGENERAL NOTES & CERTIFICATE
REVISED JANUARY 17, 1983JANUARY 17, 1983
DATE

SIGNATURE
EXHIBIT C
SHEET 22

AN G 132PG050

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

FOURTH AMENDMENT OF MASTER DEED OF
BOHICKET MARINA VILLAGE
HORIZONTAL PROPERTY REGIME

ARTICLE I

RECITALS

On December 23, 1981, in Book J127 at page 203, RMC Office for Charleston County, Andell Bluff Associates ("the Declarant"), recorded its Master Deed dated December 22, 1981 ("the Master Deed"), creating and establishing on the property described therein, Bohicket Marina Village Horizontal Property Regime ("the Regime") Declarant reserved in the Master Deed the right to annex to the Regime additional tracts of land, including the tract of land described herein, and to create additional Apartments, which right of annexation the Declarant now wishes to exercise according to the terms and conditions of the Master Deed. The property being annexed consists of the land described in Section 2 01, the building described in Section 2 02, the Apartments described in Section 2.03, the general common elements described in Section 2.05, and the limited common elements described in Section 2.06. By executing and recording with all necessary Exhibits this Amendment, Declarant hereby annexes the property described herein to the Regime, which property is to be governed by the terms and conditions of the Master Deed, except where specific provision to the contrary is contained herein (All Section references refer to those contained in this Amendment)

ARTICLE II

DESCRIPTION

Section 2 01 Land The Land being submitted to the Regime created and established by the Master Deed is described as follows

ALL THAT CERTAIN TRACT piece, parcel or lot of land, situate, lying and being on Seabrook Island, Charleston County, South Carolina, and shown and designated as Lot 7 containing 0 49 acres, more or less, as will be shown by reference to a Plat of STAGE FIVE, BOHICKET MARINA VILLAGE, CHARLESTON COUNTY, S C , PLAT OF LOT 7, by E M Seabrook, Jr , C E & L S , dated June 30, 1983 and recorded in the RMC Office for Charleston County in Plat Book AX at page 158

Said Lot 7, Bohicket Marina Village, has the size, shape, dimensions, buttings, boundaries, courses, and distances as will more fully be shown by reference to said Plat

ALSO

ALL THAT TRACT, or parcel of land comprising a portion of Marsh Oak Lane (formerly Sweetgrass Lane) situate, lying and being on Johns Island, Charleston County, South Carolina, and shown on a Plat of STAGE FIVE, BOHICKET MARINA VILLAGE, by E M Seabrook, Jr , C E & L S , dated June 30, 1983, and recorded in Plat Book AX at page 158, RMC Office for Charleston County

Said portion of Marsh Oak Lane having the size, location, buttings, boundaries, courses and distances as will more fully be shown by reference to said plat

TMS 204-60-00-068

RESERVING HOWEVER unto Declarant, Andell Bluff Associates, its successors and assigns, guests, invitees and permittees, a non-exclusive easement over and across said portion of Marsh Oak Lane, FL and any extensions thereof, for access, both vehicular and pedestrian, to Lot 7, as shown on the Plat of STAGE FIVE, BOHICKET MARINA VILLAGE by E M Seabrook, Jr, C E & I S, dated June 30, 1983, and recorded in the RMC Office for Charleston County in Plat Book AX at page 15A, and to other adjacent property of Declarant, the non-exclusive easement reserved hereby, shall continue until such time until the remainder of the Right of Way comprising Marsh Oak Lane is conveyed or declared to be a part of Bohicket Marina Village Horizontal Property Regime

BEING A PORTION OF THE PREMISES conveyed to Declarant by the two (2) Deeds of Margaret H Beckett, et al, both dated January 4, 1980, and recorded in Book L121 at page 19 and at page 20, RMC Office for Charleston County

Section 2.02 Buildings There is one (1) Building being annexed to form a part of the Regime created and established by the Master Deed and it has the size and location as is shown on the Plat or Plot Plan comprising Exhibit "B". The Building contains approximately Ten Thousand Four Hundred Sixty Three (10,462.4) Square Feet of enclosed floor space. The total ground area covered by the Building, including its decks, porches, and airwells, is approximately 7,370 square feet. The dimensions, area and location within reasonable construction tolerances of the Building, and the location of the stairs and stairwells providing access to each Apartment are shown on the plans marked Exhibit "B".

Section 2.03 Apartments The Apartments are those portions of the Regime designated for separate ownership, and have such dimensions and area as are shown in the plans marked Exhibit "C". The vertical boundaries of the Apartments are the unfinished inner surface of the perimeter walls, as shown on the plans and the horizontal boundaries are the unfinished inner surfaces of the ceilings and floors. Any limited or general common elements located within the boundaries are not part of the Apartment. Subject to the preceding sentence, all spaces, interior partitions and other fixtures and improvements within the boundaries of an Apartment are a part of the Apartment. All furring, wall board, plaster board, plaster, paneling, tile, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces are part of the Apartment.

Section 2.04 Number, Designation and Location of Apartments The number, designation and location of each Apartment within each Building is shown on Exhibit "C".

Section 2.05 General Common Elements The general common elements consist of the land described in Section 2.01, the foundations, crawl spaces, exterior stairways, outside walkways, entrances and exits, landings, roofs, yards, gardens, irrigation systems, unassigned parking, and car port areas, compressor platforms, space for garbage and trash containers, downspouts, gutters and outside lighting. Insofar as possible, the general common elements are shown graphically and described in detail in words and figures on Exhibits "B" and "C".

If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of an Apartment, any portion thereof serving more than one (1) Apartment or general common elements is a part of the general common elements.

Section 2.06 Limited Common Elements. Any attic, car port, doorsteps, stoops, porches, screened or otherwise, balconies, decks, patios, compressors, mail boxes, and all exterior doors and windows or other fixtures, hot water heaters located outside the Apartment, or mechanical apparatus designed to serve one (1) or more, but less than all the Apartments, are limited common elements allocated exclusively to such Apartment or Apartments

If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of an Apartment, any portion serving only that Apartment is a limited common element allocated solely to that Apartment. Insofar as possible, the limited common elements are shown graphically and are described in detail in words and figures on Exhibits "B" and "C".

ARTICLE III

BASIC VALUE

Section 3 01 Basic Value of Property The basic value of the property being annexed to the Regime is \$1,100,000 00

Section 3 02 Basic Value of Apartments The basic values of the Apartments are as follows

<u>Apartment</u>	<u>Values</u>
1953	\$175,000 00
1954	100,000 00
1955	100,000 00
1956	175,000 00
1957	175,000 00
1958	100,000 00
1959	100,000 00
1960	175,000 00

ARTICLE IV

PERCENTAGE INTEREST

Section 4 01 Percentage Interests Schedule The percentage interests appertaining to the Apartments are as follows:

<u>Apartment</u>	<u>Percentage Interest</u>
1953	2 01
1954	1 14
1955	1 14
1956	2 01
1957	2 01
1958	1 14
1959	1 14
1960	2 01

These percentage interests, as the same may be amended pursuant to Article VII of the Master Deed, shall be applicable whenever the Master Deed, the By Laws or an Exhibit to the Master Deed refers to the percentage interests of Apartment owners

ARTICLE V

PERCENTAGE INTEREST AT EACH STAGE OF PROPOSED DEVELOPMENT

Section 5 01 Percentage Interest At Each Stage The

3KG 132PG058

percentage interests in the general and limited common elements of each Apartment owner at each stage of proposed development of each Apartment in this stage of the Regime, shall be according to the chart attached and marked Exhibit "E". In the event that the maximum number of Apartments in each stage are not built, the percentage interest will change proportionately

ARTICLE VI

ALL PROPERTY TO BE ONE REGIME

Section 6 01 One Regime Except to the extent that they are specifically amended by this Amendment, all other terms and provisions of the Master Deed shall continue in full force and effect and shall apply to the property described herein and the owners of the Apartments thereon in the same manner and to the same extent as they apply to the property which has previously been submitted to the Regime and the owners of all Apartments which are a part thereof

IN WITNESS WHEREOF, Declarant has caused these presents to be executed this 14th day of July, 1983

WITNESSED:

ANDELL BLUFF ASSOCIATES

Vina B Sessions

BY

William C Whitner
WILLIAM C WHITNER, ITS GENERAL
PARTNER

Leonard Friedman

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PERSONALLY appeared before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named Andell Bluff Associates, by William C. Whitner, its General Partner, sign, seal and as its act and deed, deliver the within written instrument and that s/he with the other witness above subscribed witnessed the execution thereof

SWORN to BEFORE me this 14th
day of July, 1983

Vina B Sessions

Leonard Friedman

NOTARY PUBLIC FOR S C My Co n Expires 7/10/89

KC 132PG058

EXHIBIT

<u>APARTMENT #</u>	<u>STAGE 5</u> <u>% Interest</u>	<u>STAGE 6</u> <u>% Interest</u>	<u>STAGE 7</u> <u>% Interest</u>
1953	2 01	1 67	1 44
1954	1 14	955	.828
1955	1 14	955	828
1956	2 01	1.67	1.44
1957	2 01	1 67	1 44
1958	1 14	955	828
1959	1 14	955	.828
1960	2 01	1.67	1.44

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NOTES

General Common Elements shown on these plans is defined in Section 2.05 of the Amendment of the Master Deed as the land described in Section 2.01 of the Fourth Amendment of the Master Deed the foundations, crawl spaces, exterior stairways, outside ways entrances and exits, landings roofs, yards, gardens, irrigation systems, unassigned and carport areas compressor platforms, spaces for garbage and trash containers, downspouts gutters and outside lighting. If any chute, flue, duct, wire, conduit, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of an Apartment, any portion thereof serving more than one apartment or the general common elements is a part of the general common elements.

Limited Common Elements shown on these plans is defined in Section 2.06 of the Amendment of the Master Deed as any attic doorsteps stoops, porches, screened porches balconies decks patios, compressors mailboxes and all exterior doors and windows or other fixtures appliances or mechanical apparatus designed to serve one or but less than all the Apartments. Certain of the Apartments have a parking space which is a Limited Common Element shown on these plans. If any chute, flue, duct, wire, or bearing wall bearing column or any other fixture lies partially within and partially outside the designated boundaries of an Apartment, any portion serving only that Apartment is a limited common element allocated solely to that Apartment.

CERTIFICATE

Richard W. Diedrich, a registered Architect authorized and licensed to practice in the State of South Carolina, do hereby certify that the elevations and floor plans of Building Bohicket Marina Village Stage 5 show graphically the dimensions, area and location of each apartment depicted and the dimensions area and location of the common elements providing access to each apartment.

RICHARD DIEDRICH - ARCHITECT

BOHICKET MARINA VILLAGE
CHARLESTON COUNTY, SC

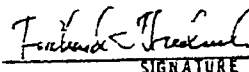
GENERAL NOTES & CERTIFICATE

JUNE 27, 1983

EXHIBIT C
SHEET 26

June 27, 1983

DATE



SIGNATURE

LEONARD KRAWCHECK
ATTORNEY AT LAW

3K G 132 PG058

Amend 10.00
to this deed

Filed, Indexed and Recorded
July 15 1983 2:05 pm
Book *132* Page *58*

Robert M. K...
Register Meane ...
Charleston Co

7th
D.T.D. *7-19-82*
204-00-00 068

Recorded this *15th* day of *July* 19 *83*
On Property Record Card

Pauline S. Hoyer

Auditor Charleston County

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

AMENDMENT
TO THE BY-LAWS OF THE BOHICKET
MARINA VILLAGE COUNCIL OF CO-OWNERS, INC.

J127-203

Section 9.04. Lien Upon Unit. All assessments of the Council for the share of Assessments chargeable to any Apartment which are unpaid after becoming due or fines imposed against the Apartment owner, shall constitute a lien against such Apartment prior and superior to all other liens except (1) liens for property taxes upon the Apartment in favor of any taxing authority, and (ii) mortgage liens duly recorded prior to such delinquency. The lien of such assessments may be foreclosed by the Board acting in behalf of the Council in the same manner as a mortgage upon real property. In the event of foreclosure, the Apartment Owner shall be required to pay a reasonable rental for the Apartment during pendency of the foreclosure action, and a receiver may be appointed to collect the rentals during such period. The Board, in behalf of the Council, may bring suit for judgments against the Apartment Owner in the amount of delinquent assessments. In the event of foreclosure or suit for money judgment, a reasonable amount may be added to the sum due for attorneys' fees and other costs of collection. The lien created by this section shall cover rentals accruing during the pendency of the foreclosure action and any reasonable amount of attorneys' fees and other costs of collection.

Section 9.05. Collection. Owners shall be personally liable for and promptly pay all assessments when due. The Board of Directors shall take prompt and appropriate action to collect by suit, foreclosure, or other lawful method any overdue assessment. If any overdue assessment is collected by any attorney or by action at law, the Owner owing the same shall be required to pay all reasonable costs of collection, including attorneys' fees.

J127/203

Section 9.06. Penalty. An assessment not paid within ten (10) days following the date when due shall bear a penalty at the rate of eight (8%) percent per annum of the outstanding balance from the date when due plus an additional late charge of Twenty Five and 00/100 (\$25.00) Dollars per month. The penalty and late charge shall be added to and collected in the same manner as the assessment. The Board of Directors may in its discretion waive all or any portion of a penalty or interest pursuant to this paragraph if it affirmatively appears that the failure to pay the assessment when due was caused by circumstances beyond the control of the Owner.

Witness my hand and seal this the 11th day of July, 1988

Carol L. Musgrave
[Signature]

BOHICKET MARINA VILLAGE COUNCIL
OF CO-OWNERS, INC.

BY

Jim M. Hebert
PRESIDENT
Mary Eachus
SECRETARY

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PERSONALLY appeared before me Carol L. Musgrave and made oath that (s)he saw the within named BOHICKET MARINA VILLAGE COUNCIL OF CO-OWNERS, INC., BY Jim M. Hebert its PRESIDENT and Mary Eachus its SECRETARY, sign, seal and deliver the within written AMENDMENT TO THE BY-LAWS OF THE BOHICKET MARINA VILLAGE COUNCIL OF CO-OWNERS, INC., as its act and deed, and that (s)he with Oliver H. Mathews witnessed the due execution thereof.

SWORN to before me this
the 11th day of July, 1988.

Carol L. Musgrave

(SEAL)

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES 5/27/90

JAMES A HUFHAM, III
LODGE ALLEY CENTRE, SUITE 306
185 EAST BAY STREET
CHARLESTON, S. C. 29401

4 00 P
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*not I
ydv*

FILED, INDEXED & RECORDED
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ROBERT N KING
REGISTER MESNE CONVEYANCE
CHARLESTON COUNTY S C

STATE OF SOUTH CAROLINA	)	FIFTH AMENDMENT OF MASTER
	)	DEED OF BOHICKET MARINA
COUNTY OF CHARLESTON	)	VILLAGE HORIZONTAL PROPERTY
		REGIME

ARTICLE I

RECITALS

On December 23, 1981, in Book J127, at Page 203, RMC Office for Charleston County, Andell Bluff Associates ("The Declarant") recorded its Master Deed dated December 22, 1981 ("The Master Deed"), creating and establishing on the property described therein, Bohicket Marina Village Horizontal Property Regime ("The Regime"). Declarant reserved in the Master Deed the right to annex to the Regime additional tracts of land and to create additional apartments, which right of annexation is set forth in the Master Deed. The time for annexing additional stages as set forth in the Master Deed has passed. However, all of the co-owners of all of the apartments in the Regime have agreed and consented to amend the Master Deed to extend the time for annexing an additional stage which is comprised of Lot 8, and contains Building 8, and Apartments 1961 through 1970, and, further, the co-owners have unanimously agreed to annex the property containing the swimming pool so that Building 8 and the swimming pool will become a part of the Regime. The consents of all of the co-owners are attached hereto and made a part hereof, and are marked Exhibit "A "

The Declarant does hereby annex the property hereinafter described in accordance with the terms and conditions of the Master Deed, as amended

The property being annexed consists of the land described in Section 2 01, the building described in Section 2 02, the Apartments described in Section 2 03, the general common elements described in Section 2 05, and the limited common elements described in Section 2 06. By executing and recording with all necessary Exhibits this Amendment, Declarant hereby annexes the property described herein to the Regime, which property is to be governed by the terms and conditions of the Master Deed, except where specific provision to the contrary is contained herein (All Section references refer to those contained in this Amendment.)

ARTICLE II

DESCRIPTION

Section 2 01 Land The Land being submitted to the Regime created and established by the Master Deed is described as follows

ALL THE CERTAIN TRACT piece, parcel of lot of land situate, lying and being on Seabrook Island, Charleston County, South Carolina, and shown and designated as Lot 8 containing 0.81 acres, more or less, as will be shown by reference to a Plat of BOHICKET MARINA VILLAGE, JOHNS ISLAND, CHARLESTON COUNTY, S C, PLAT SHOWING BUILDING 8, LOT 9, AND POOL LOT, by E M Seabrook, Jr., C E & L S, dated April 20, 1987, revised May 14, 1987, and recorded in the RMC Office for Charleston County in Plat Book 30, at Page 14

Said Lot 8, Bohicket Marina Village, has the size, shape, dimensions, buttings, boundings, courses, and distances as will more fully be shown by reference to said Plat

ALSO

ALL THAT TRACT, or parcel of land situate, lying and being on Johns Island, Charleston County, South Carolina, and shown as the Pool Lot containing 0.18 acres, more or less, on a Plat of BOHICKET MARINA VILLAGE, JOHNS ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA, Plat showing Building 8, Lot 9 and Pool Lot, by E M Seabrook, Jr., C E & L S, dated April 20, 1987, revised May 14, 1988, and recorded in Plat Book 30, at Page 14, RMC Office for Charleston County

Said Pool Lot having the size, location, buttings, boundings, courses and distances as will more fully be shown by reference to said plat

BEING A PORTION OF THE PREMISES conveyed to Declarant by the two (2) Deeds of Margaret H Beckett, et al, both dated January 4, 1980, and recorded in Book L121 at page 19 and at page 20, RMC Office for Charleston County

Section 2 02 Buildings There is one (1) Building being annexed to form a part of the Regime created and established by the Master Deed and it has the size and location as is shown on the Plat or Plot Plan comprising Exhibit "B " The Building contains approximately Seventeen Thousand Three Hundred Eighty-four and Four Tenths (17,384.4) Square Feet of enclosed floor space. The total ground area covered by the Building, including its decks, porches, and stairwells, is approximately 11,497.8 square feet. The dimensions, area and location within reasonable construction tolerances of the Building, and the location of the stairs and stairwells providing access to each Apartment are shown on the plans marked Exhibit "C "

Section 2 03 Apartments The Apartments are those portions of the Regime designated for separate ownership, and have such dimensions and area as are shown in the plans marked Exhibit "C " The vertical boundaries of the Apartments are the unfinished inner surface of the perimeter walls, as shown on the plans and the horizontal boundaries are the unfinished inner surfaces of the ceilings and floors. Any limited or general common elements

located within the boundaries are not part of the Apartment. Subject to the preceding sentence, all spaces, interior partitions and other fixtures and improvements within the boundaries of an Apartment are a part of the Apartment. All furring, wall board, plaster board, plaster, paneling, tile, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces are part of the Apartment.

Section 2 04 Number, Designation and Location of Apartments The number, designation and location of each Apartment within each Building is shown on Exhibit "C "

Section 2 05 General Common Elements The general common elements consist of the land described in Section 2 01, the foundations, crawl spaces, exterior stairways, outside walkways, entrances and exits, landings, roofs, yards, gardens, irrigation systems, unassigned parking, and car port areas, compressor platforms, space for garbage and trash containers, downspouts, gutters and outside lighting. Insofar as possible, the general common elements are shown graphically and described in detail in words and figures on Exhibits "B" and "C "

If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of an Apartment, any portion thereof serving more than one (1) Apartment or general common elements is a part of the general common elements.

Section 2 06 Limited Common Elements Any attic, car port, doorsteps, stoops, porches, screened or otherwise, balconies, decks, patios, compressors, mail boxes, and all exterior doors and windows or other fixtures, hot water heaters located outside the Apartment, or mechanical apparatus designed to serve one (1) or more, but less than all the Apartments, are limited common elements allocated exclusively to such Apartment or Apartments.

If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of an Apartment, any portion serving only that Apartment is a limited common element allocated solely to that Apartment. Insofar as possible, the limited common elements are shown graphically and are described in detail in words and figures on Exhibits "B" and "C "

ARTICLE III

BASIC VALUE

Section 3 01 Basic Value of Property The basic value of the property being annexed to the Regime is \$1,750,000 00

Section 3.02 Basic Value of Apartments The basic values of the Apartments are as follows

<u>APARTMENT</u>	<u>VALUES</u>
1961	\$175,000 00
1962	175,000 00
1963	175,000 00
1964	175,000 00
1965	175,000 00
1966	175,000 00
1967	175,000 00
1968	175,000 00
1969	175,000 00
1970	175,000 00

ARTICLE IV

PERCENTAGE INTEREST

Section 4.01 Percentage Interests Schedule The percentage interests appertaining to the Apartments are as follows

<u>APARTMENT</u>	<u>Percentage Interest</u>
1961	1 67
1962	1 67
1963	1 67
1964	1 67
1965	1 67
1966	1 67
1967	1 67
1968	1 67
1969	1 67
1970	1 67

These percentage interests, as the same may be amended pursuant to Article VII of the Master Deed, shall be applicable whenever the Master Deed, the By Laws or an Exhibit to the Master Deed refers to the percentage interests of Apartment owners

ARTICLE V

PERCENTAGE INTERESTS AT EACH STAGE OF PROPOSED DEVELOPMENT

Section 5.01 Percentage Interest At Each Stage The percentage interests in the general and limited common elements of each Apartment owner at each stage of proposed development of each Apartment in this stage of the Regime, shall be according to the chart attached and marked Exhibit "E" In the event that the maximum number of Apartments in each stage are not built, the percentage interest will change proportionately.

ARTICLE VI

ALL PROPERTY TO BE ONE REGIME

Section 6 01 One Regime Except to the extent that they are specifically amended by this Amendment, all other terms and provisions of the Master Deed shall continue in full force and effect and shall apply to the property described herein and the owners of the Apartments thereon in the same manner and to the same extent as they apply to the property which has previously been submitted to the Regime and the owners of all Apartments which are a part thereof

IN WITNESS WHEREOF, Declarant has caused these presents to be executed this 29th day of July, 1987

WITNESSED

ANDELL BLUFF ASSOCIATES

Sydia P. Davis
Howard Kramer

By William C. Whitner
WILLIAM C. WHITNER, ITS
GENERAL PARTNER

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named Andell Bluff Associates, by William C. Whitner, its General Partner, sign, seal and as its act and deed, deliver the within written instrument and that s/he with the other witness above subscribed witnessed the execution thereof

SWORN TO BEFORE ME this 29th Sydia P. Davis
day of JULY, 1987

Howard Kramer
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES 7/10/89

EXHIBIT "E"

<u>APARTMENT</u> <u>#</u>	<u>STAGE 7</u> <u>% INTEREST</u>
1961	1.44
1962	1.44
1963	1.44
1964	1.44
1965	1.44
1966	1.44
1967	1.44
1968	1.44
1969	1.44
1970	1.44

CONSENT

WHEREAS, the Master Deed of Bohicket Marina Village Horizontal Property Regime ("Master Deed") provided that additional properties could be added to the Regime by annexing additional stages, and

WHEREAS the time set forth in the Master Deed for annexing additional stages has passed, and it is desirable to add to Bohicket Marina Village Horizontal Property Regime the swimming pool and Building Eight containing Apartments 1961 through 1970, inclusive, and

WHEREAS, it is necessary that the owners of existing apartments in the Regime agree and consent to the addition of these properties to be a part of the Regime, and the undersigned, being the owner of Apartment 1901 wishes to evidence such consent in writing, therefore,

THE UNDERSIGNED, does hereby agree to extend the time for annexing the property known as Building Eight containing Apartments 1961 through 1970 to August 1, 1987, and to allow the property upon which the swimming pool is located to the south of Marsh Oak Lane, to become a part of the Regime, so that these properties will be annexed to and shall become a part of the said Horizontal Property Regime upon the filing of appropriate documentation by Andell Bluff Associates, its successors and assigns

WITNESS the hands and seals of the undersigned this 19 day of May, 1987

[Signature]

[Signature]
WITNESS

Exhibit A

OK L 17 1987

CONSENT

WHEREAS, the Master Deed of Bohicket Marina Village Horizontal Property Regime ("Master Deed") provided that additional properties could be added to the Regime by annexing additional stages, and

WHEREAS, the time set forth in the Master Deed for annexing additional stages has passed, and it is desirable to add to Bohicket Marina Village Horizontal Property Regime the swimming pool and Building Eight containing Apartments 1961 through 1970, inclusive, and

WHEREAS, it is necessary that the owners of existing apartments in the Regime agree and consent to the addition of these properties to be a part of the Regime, and the undersigned, being the owner of Apartment 1101 wishes to evidence such consent in writing, therefore,

THE UNDERSIGNED, does hereby agree to extend the time for annexing the property known as Building Eight containing Apartments 1961 through 1970 to August 1, 1987, and to allow the property upon which the swimming pool is located to the south of Marsh Oak Lane, to become a part of the Regime, so that these properties will be annexed to and shall become a part of the said Horizontal Property Regime upon the filing of appropriate documentation by Andell Bluff Associates, its successors and assigns.

WITNESS the hands and seals of the undersigned this 19 day of May, 1987

[Signature]

[Signature]
WITNESS

Exhibit A

Leonard Krawcheck

OK L 167-6407

FILED, INDEXED & RECORDED
4167-326
1987 JUL 31 PM 3:58

77 80

RECORDING
REGISTER OF DEEDS CONVEYANCE
CHARLESTON COUNTY, S.C.

TMS VERIFIED
BAC 74
DTD 8-4-87
204-00-00-069
98-106

Recorded this 31st day of July 1987
On Property Record Card

Pauline S. Koger

Auditor Charleston County

CK L 1676326

STATE OF SOUTH CAROLINA	)	FIFTH AMENDMENT OF MASTER
	)	DEED OF BOHICKET MARINA
COUNTY OF CHARLESTON	)	VILLAGE HORIZONTAL PROPERTY
		REGIME

ARTICLE I

RECITALS

On December 23, 1981, in Book J127, at Page 203, RMC Office for Charleston County, Andell Bluff Associates ("The Declarant") recorded its Master Deed dated December 22, 1981 ("The Master Deed"), creating and establishing on the property described therein, Bohicket Marina Village Horizontal Property Regime ("The Regime") Declarant reserved in the Master Deed the right to annex to the Regime additional tracts of land and to create additional apartments, which right of annexation is set forth in the Master Deed. The time for annexing additional stages as set forth in the Master Deed has passed. However, all of the co-owners of all of the apartments in the Regime have agreed and consented to amend the Master Deed to extend the time for annexing an additional stage which is comprised of Lot 8, and contains Building 8, and Apartments 1961 through 1970, and, further, the co-owners have unanimously agreed to annex the property containing the swimming pool so that Building 8 and the swimming pool will become a part of the Regime. The consents of all of the co-owners are attached hereto and made a part hereof, and are marked Exhibit "A "

The Declarant does hereby annex the property hereinafter described in accordance with the terms and conditions of the Master Deed, as amended

The property being annexed consists of the land described in Section 2 01, the building described in Section 2 02, the Apartments described in Section 2 03, the general common elements described in Section 2 05, and the limited common elements described in Section 2 06. By executing and recording with all necessary Exhibits this Amendment, Declarant hereby annexes the property described herein to the Regime, which property is to be governed by the terms and conditions of the Master Deed, except where specific provision to the contrary is contained herein (All Section references refer to those contained in this Amendment)

ARTICLE II

DESCRIPTION

Section 2 01 Land The Land being submitted to the Regime created and established by the Master Deed is described as follows

ALL THE CERTAIN TRACT piece, parcel of lot of land situate, lying and being on Seabrook Island, Charleston County, South Carolina, and shown and designated as Lot 8 containing 0.81 acres, more or less, as will be shown by reference to a Plat of BOHICKET MARINA VILLAGE, JOHNS ISLAND, CHARLESTON COUNTY, S C , PLAT SHOWING BUILDING 8, LOT 9, AND POOL LOT, by E M Seabrook, Jr , C E & L S , dated April 20, 1987, revised May 14, 1987, and recorded in the RMC Office for Charleston County in Plat Book 30, at Page 14

Said Lot 8, Bohicket Marina Village, has the size, shape, dimensions, buttings, boundings, courses, and distances as will more fully be shown by reference to said Plat

ALSO

ALL THAT TRACT, or parcel of land situate, lying and being on Johns Island, Charleston County, South Carolina, and shown as the Pool Lot containing 0.18 acres, more or less, on a Plat of BOHICKET MARINA VILLAGE, JOHNS ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA, Plat showing Building 8, Lot 9 and Pool Lot, by E M Seabrook, Jr , C E & L S , dated April 20, 1987, revised May 14, 1988, and recorded in Plat Book 30, at Page 14, RMC Office for Charleston County

Said Pool Lot having the size, location, buttings, boundings, courses and distances as will more fully be shown by reference to said plat

BEING A PORTION OF THE PREMISES conveyed to Declarant by the two (2) Deeds of Margaret H Beckett, et al, both dated January 4, 1980, and recorded in Book L121 at page 19 and at page 20, RMC Office for Charleston County

Section 2 02 Buildings There is one (1) Building being annexed to form a part of the Regime created and established by the Master Deed and it has the size and location as is shown on the Plat or Plot Plan comprising Exhibit "B " The Building contains approximately Seventeen Thousand Three Hundred Eighty-four and Four Tenths (17,384.4) Square Feet of enclosed floor space. The total ground area covered by the Building, including its decks, porches, and stairwells, is approximately 11,497.8 square feet The dimensions, area and location within reasonable construction tolerances of the Building, and the location of the stairs and stairwells providing access to each Apartment are shown on the plans marked Exhibit "C."

Section 2 03 Apartments The Apartments are those portions of the Regime designated for separate ownership, and have such dimensions and area as are shown in the plans marked Exhibit "C " The vertical boundaries of the Apartments are the unfinished inner surface of the perimeter walls, as shown on the plans and the horizontal boundaries are the unfinished inner surfaces of the ceilings and floors Any limited or general common elements

located within the boundaries are not part of the Apartment. Subject to the preceding sentence, all spaces, interior partitions and other fixtures and improvements within the boundaries of an Apartment are a part of the Apartment. All furring, wall board, plaster board, plaster, paneling, tile, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces are part of the Apartment.

Section 2 04 Number, Designation and Location of Apartments The number, designation and location of each Apartment within each Building is shown on Exhibit "C "

Section 2 05 General Common Elements The general common elements consist of the land described in Section 2 01, the foundations, crawl spaces, exterior stairways, outside walkways, entrances and exits, landings, roofs, yards, gardens, irrigation systems, unassigned parking, and car port areas, compressor platforms, space for garbage and trash containers, downspouts, gutters and outside lighting. Insofar as possible, the general common elements are shown graphically and described in detail in words and figures on Exhibits "B" and "C "

If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of an Apartment, any portion thereof serving more than one (1) Apartment or general common elements is a part of the general common elements.

Section 2 06 Limited Common Elements Any attic, car port, doorsteps, stoops, porches, screened or otherwise, balconies, decks, patios, compressors, mail boxes, and all exterior doors and windows or other fixtures, hot water heaters located outside the Apartment, or mechanical apparatus designed to serve one (1) or more, but less than all the Apartments, are limited common elements allocated exclusively to such Apartment or Apartments.

If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of an Apartment, any portion serving only that Apartment is a limited common element allocated solely to that Apartment. Insofar as possible, the limited common elements are shown graphically and are described in detail in words and figures on Exhibits "B" and "C "

ARTICLE III

BASIC VALUE

Section 3 01 Basic Value of Property The basic value of the property being annexed to the Regime is \$1,750,000 00

OK L 67 '6379

Section 3.02 Basic Value of Apartments The basic values of the Apartments are as follows

<u>APARTMENT</u>	<u>VALUES</u>
1961	\$175,000 00
1962	175,000 00
1963	175,000 00
1964	175,000 00
1965	175,000 00
1966	175,000 00
1967	175,000 00
1968	175,000 00
1969	175,000 00
1970	175,000 00

ARTICLE IV

PERCENTAGE INTEREST

Section 4 01 Percentage Interests Schedule The percentage interests appertaining to the Apartments are as follows

<u>APARTMENT</u>	<u>Percentage Interest</u>
1961	1 67
1962	1 67
1963	1 67
1964	1 67
1965	1 67
1966	1 67
1967	1 67
1968	1.67
1969	1 67
1970	1 67

These percentage interests, as the same may be amended pursuant to Article VII of the Master Deed, shall be applicable whenever the Master Deed, the By Laws or an Exhibit to the Master Deed refers to the percentage interests of Apartment owners

ARTICLE V

PERCENTAGE INTERESTS AT EACH STAGE OF PROPOSED DEVELOPMENT

Section 5 01 Percentage Interest At Each Stage The percentage interests in the general and limited common elements of each Apartment owner at each stage of proposed development of each Apartment in this stage of the Regime, shall be according to the chart attached and marked Exhibit "E " In the event that the maximum number of Apartments in each stage are not built, the percentage interest will change proportionately

ARTICLE VI

ALL PROPERTY TO BE ONE REGIME

Section 6 01 One Regime Except to the extent that they are specifically amended by this Amendment, all other terms and provisions of the Master Deed shall continue in full force and effect and shall apply to the property described herein and the owners of the Apartments thereon in the same manner and to the same extent as they apply to the property which has previously been submitted to the Regime and the owners of all Apartments which are a part thereof

IN WITNESS WHEREOF, Declarant has caused these presents to be executed this 29th day of July, 1987

WITNESSED

ANDELL BLUFF ASSOCIATES

Sydney P. Davis
Howard K. Munson

By William C. Whitner
WILLIAM C. WHITNER, ITS
GENERAL PARTNER

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named Andell Bluff Associates, by William C. Whitner, its General Partner, sign, seal and as its act and deed, deliver the within written instrument and that s/he with the other witness above subscribed witnessed the execution thereof

SWORN TO BEFORE ME this 29th
day of JULY, 1987

Howard K. Munson
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES 7/10/89.

3K L 67 6331

EXHIBIT "E"

<u>APARTMENT #</u>	<u>STAGE 7 % INTEREST</u>
1961	1.44
1962	1.44
1963	1.44
1964	1.44
1965	1.44
1966	1.44
1967	1.44
1968	1.44
1969	1.44
1970	1.44

DK L 107 337

CONSENT

WHEREAS, the Master Deed of Bohicket Marina Village Horizontal Property Regime ("Master Deed") provided that additional properties could be added to the Regime by annexing additional stages, and

WHEREAS, the time set forth in the Master Deed for annexing additional stages has passed, and it is desirable to add to Bohicket Marina Village Horizontal Property Regime the swimming pool and Building Eight containing Apartments 1961 through 1970, inclusive, and

WHEREAS, it is necessary that the owners of existing apartments in the Regime agree and consent to the addition of these properties to be a part of the Regime, and the undersigned, being the owner of Apartment 19C1 wishes to evidence such consent in writing, therefore,

THE UNDERSIGNED, does hereby agree to extend the time for annexing the property known as Building Eight containing Apartments 1961 through 1970 to August 1, 1987, and to allow the property upon which the swimming pool is located to the south of Marsh Oak Lane, to become a part of the Regime, so that these properties will be annexed to and shall become a part of the said Horizontal Property Regime upon the filing of appropriate documentation by Andell Bluff Associates, its successors and assigns.

WITNESS the hands and seals of the undersigned this 19
day of May, 1987

Brian L. Linsley
Robert L. Linsley
WITNESS Robert L. Linsley

Exhibit A

CK L 17 030

CONSENT

WHEREAS, the Master Deed of Bohicket Marina Village Horizontal Property Regime ("Master Deed") provided that additional properties could be added to the Regime by annexing additional stages, and

WHEREAS, the time set forth in the Master Deed for annexing additional stages has passed, and it is desirable to add to Bohicket Marina Village Horizontal Property Regime the swimming pool and Building Eight containing Apartments 1961 through 1970, inclusive, and

WHEREAS, it is necessary that the owners of existing apartments in the Regime agree and consent to the addition of these properties to be a part of the Regime, and the undersigned, being the owner of Apartment 1111 wishes to evidence such consent in writing, therefore,

THE UNDERSIGNED, does hereby agree to extend the time for annexing the property known as Building Eight containing Apartments 1961 through 1970 to August 1, 1987, and to allow the property upon which the swimming pool is located to the south of Marsh Oak Lane, to become a part of the Regime, so that these properties will be annexed to and shall become a part of the said Horizontal Property Regime upon the filing of appropriate documentation by Andell Bluff Associates, its successors and assigns.

WITNESS the hands and seals of the undersigned this 19 day of May, 1987.

[Signature]

[Signature]
WITNESS

Exhibit A

Leonard Hawthorne

3K L 167-6407

FILED, INDEXED & RECORDED

4167-326

1987 JUL 31 PM 3 58

ROBERT L. KING
REGISTER OF DEEDS
CHARLESTON COUNTY, S.C.

TMS VERIFIED
BAC 7H
DTD 8-4-87
204-00-00-069
98-106

Recorded this 31st day of July 87
On Property Record Card

Pauline S. Roper

Auditor Charleston County

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

AMENDMENT
 TO THE BY-LAWS OF THE BOHICKET
 MARINA VILLAGE COUNCIL OF CO-OWNERS, INC.

5127-203

Section 9.04. Lien Upon Unit. All assessments of the Council for the share of Assessments chargeable to any Apartment which are unpaid after becoming due or fines imposed against the Apartment owner, shall constitute a lien against such Apartment prior and superior to all other liens except (i) liens for property taxes upon the Apartment in favor of any taxing authority, and (ii) mortgage liens duly recorded prior to such delinquency. The lien of such assessments may be foreclosed by the Board acting in behalf of the Council in the same manner as a mortgage upon real property. In the event of foreclosure, the Apartment Owner shall be required to pay a reasonable rental for the Apartment during pendency of the foreclosure action, and a receiver may be appointed to collect the rentals during such period. The Board, in behalf of the Council, may bring suit for judgments against the Apartment Owner in the amount of delinquent assessments. In the event of foreclosure or suit for money judgment, a reasonable amount may be added to the sum due for attorneys' fees and other costs of collection. The lien created by this section shall cover rentals accruing during the pendency of the foreclosure action and any reasonable amount of attorneys' fees and other costs of collection.

Section 9.05. Collection. Owners shall be personally liable for and promptly pay all assessments when due. The Board of Directors shall take prompt and appropriate action to collect by suit, foreclosure, or other lawful method any overdue assessment. If any overdue assessment is collected by any attorney or by action at law, the Owner owing the same shall be required to pay all reasonable costs of collection, including attorneys' fees.

5127/203

Section 9 06. Penalty An assessment not paid within ten (10) days following the date when due shall bear a penalty at the rate of eight (8%) percent per annum of the outstanding balance from the date when due plus an additional late charge of Twenty Five and 00/100 (\$25 00) Dollars per month. The penalty and late charge shall be added to and collected in the same manner as the assessment. The Board of Directors may in its discretion waive all or any portion of a penalty or interest pursuant to this paragraph if it affirmatively appears that the failure to pay the assessment when due was caused by circumstances beyond the control of the Owner.

Witness my hand and seal this the 11th day of July, 1988.

Carol L. Musgrave
[Signature]

BOHICKET MARINA VILLAGE COUNCIL
 OF CO-OWNERS, INC.

BY

Jim M. Hebert
 PRESIDENT

BY

Mary E. Eubank
 SECRETARY

STATE OF SOUTH CAROLINA
 COUNTY OF CHARLESTON

PERSONALLY appeared before me Carol L. Musgrave and made oath that (s)he saw the within named BOHICKET MARINA VILLAGE COUNCIL OF CO-OWNERS, INC., BY Jim M. Hebert its PRESIDENT and Mary Eubank, its SECRETARY, sign, seal and deliver the within written AMENDMENT TO THE BY-LAWS OF THE BOHICKET MARINA VILLAGE COUNCIL OF CO-OWNERS, INC., as its act and deed, and that (s)he with Oliver H. Matheson witnessed the due execution thereof.

SWORN to before me this
 the 11th day of July, 1988.

Carol L. Musgrave

(SEAL)

NOTARY PUBLIC FOR SOUTH CAROLINA
 MY COMMISSION EXPIRES: 5/27/90

JAMES A HUFHAM, III
LODGE ALLEY CENTRE, SUITE 306
185 EAST BAY STREET
CHARLESTON, S. C. 29401

4 00 p
BKG 181P6528

mar I
YDV

FILED, INDEXED & RECORDED
G181-526
89 JAN 19 PM 12 32

ROBERT N KING
REGISTER MESNC CONVEYANCE
CHARLESTON COUNTY S C

STATE OF SOUTH CAROLINA	)	AMENDMENT OF MASTER DEED OF
	)	BOHICKET MARINA VILLAGE
COUNTY OF CHARLESTON	)	HORIZONTAL PROPERTY REGIME

WHEREAS, the owner(s) of Apartment 1932, Bohicket Marina Village Horizontal Property Regime wishes to enclosed his screen porch as per the drawings attached,

*

WHEREAS, the Master Deed ("Master Deed") of Bohicket Marina Village Horizontal Property Regime (Regime) provides in Article V, Section 5 05, Paragraph B, that the owner(s) of any apartment may not change the appearance of the limited and general common elements or the exterior appearance of an apartment or any portion of the Regime without permission of the Council and the owner(s) of Apartment 1932 has requested to enclosed his screen porch as per the attached drawings and the Regime desires to grant him permission to do so,

NOW, THEREFORE, in consideration of the owner(s), their heirs and/or assigns and all subsequent owners accepting full responsibility for the maintenance of this addition, (exterior and interior maintenance), the Regime hereby grants permission for the owner(s) of Apartment 1932 to make the addition as per the drawing The alteration, when complete shall constitute a Limited Common Element exclusive to Apartment 1932 and the owner(s) of Apartment 1932 shall have sole responsibility for the porch's maintenance and repair

The Master Deed of Bohicket Marina Village Horizontal Property Regime as previously set forth and amended is hereby ratified and confirmed in all respects

* Master Deed recorded in Book J127, at Page 203 RMC Office for Charleston County, dated December 22, 1981 and recorded on December 23, 1981

TMS No. 204-00-00-129

IN WITNESS WHEREOF, our hands and seals this the 18th day
of July, 1989

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

BOHICKET MARINA VILLAGE COUNCIL OF CO-OWNERS

Carol L Musgrove BY Jill M. Hebert
CHAIRMAN

Carol L Musgrove BY Paula Eubank
SECRETARY

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PERSONALLY appeared before me the undersigned witness and
made oath that (s)he saw the within named BOHICKET MARINA VILLAGE COUNCIL
OF CO-OWNERS BY Jill M. Hebert, as CHAIRMAN and BY Paula Eubank
as SECRETARY, sign, seal and deliver the within written AMENDMENT OF MASTER
DEED OF BOHICKET MARINA VILLAGE HORIZONTAL PROPERTY REGIME and that (s)he with
the other subscribing witness, witnessed the due execution thereof

SWORN to before me this
the 18th day of July, 1989

Carol L Musgrove

(Seal) (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES 5/27/90

IN WITNESS WHEREOF, our hands and seals this the 18th day
of July, 1989

Carol L Musgrove
(Seal)

William C Whitner
WILLIAM C WHITNER
Dorothy M Whitner
DOROTHY M WHITNER

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

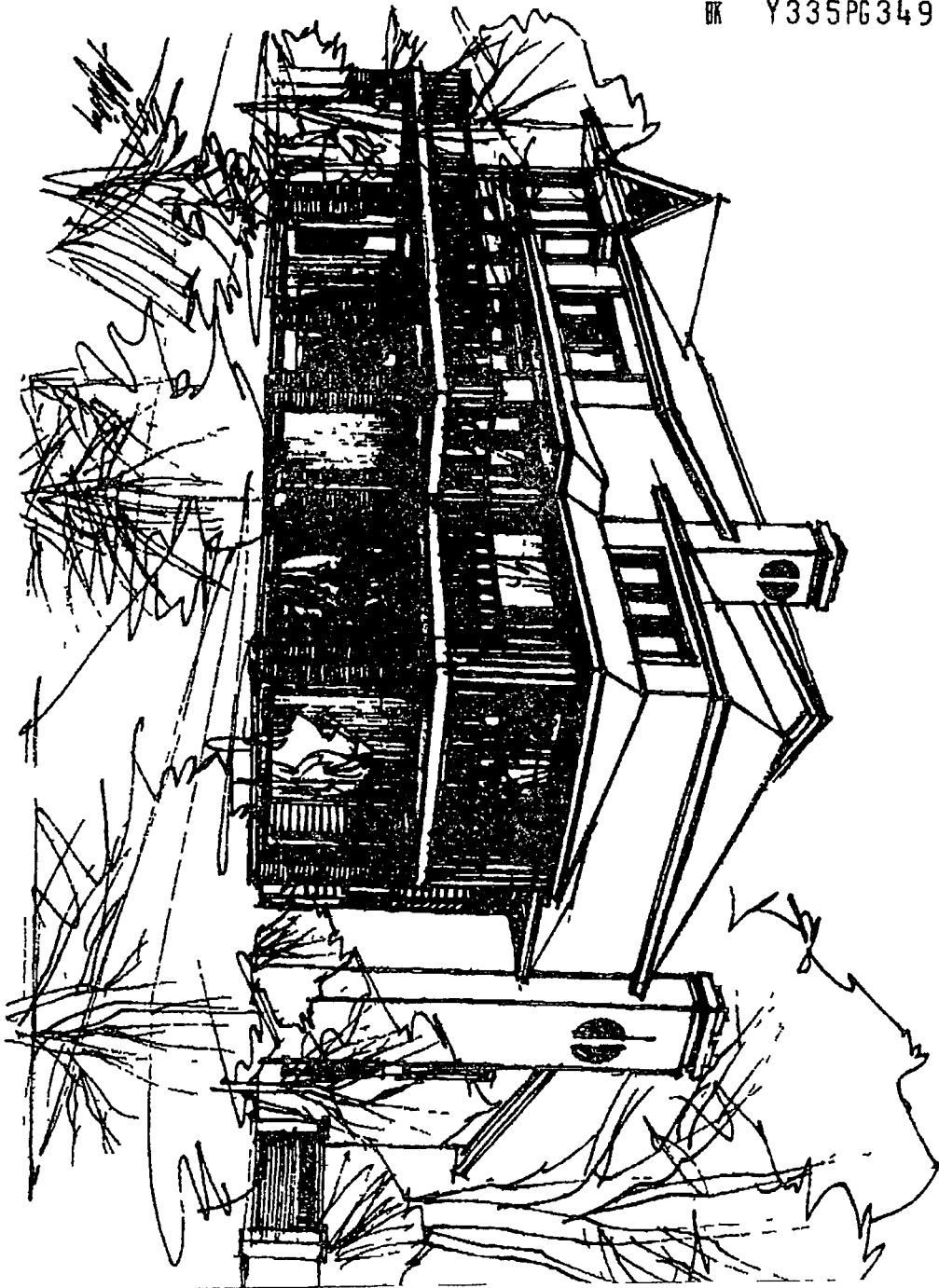
PERSONALLY appeared before me Carol L Musgrove and made oath that (s)he saw the within named WILLIAM C WHITNER AND DOROTHY M WHITNER, sign seal and as their act and deed deliver the within written AMENDMENT OF MASTER DEED OF BOHICKET MARINA VILLAGE HORIZONTAL PROPERTY REGIME, and that (s)he with Oliver H. Matthews witnessed the due execution thereof

SWORN to before me this this
18th day of July, 1989

Carol L Musgrove

 (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES 5/27/91

OK Y335PG349



James Huffman

BK Y335PG350

Amend/master deed

MAJ

FILED

Y335-346

1999 OCT 14 PM 2 25

CHARLIE LY BRAND
REGISTER
CHARLESTON COUNTY SC

Recording Fee 10.00
State Fee _____
County Fee _____
Portage _____
TOTAL 10.00
A

TMS VERIFIED
BAC <u>RB</u>
DTD <u>10-18-99</u>

Recorded this 14 day of Oct Year 99
On Property Record Card

Gregory A. Massey
Auditor Charleston County

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

The property described below is being conveyed by the Grantors directly to the Grantees at the direction of Stanley C Rodgers, as Qualified Intermediary for Charles L Measter and Barbara P Measter as part of a multiple property, nonsimultaneous tax-free exchange transaction as more fully provided in that certain Qualified Intermediary Exchange Agreement and Assignment of Contract dated July 18, 2007, by and among Charles L Measter, Barbara P Measter and Stanley C Rodgers, as Qualified Intermediary,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that WE, CHARLES L MEASTER and BARBARA P MEASTER (hereinafter referred to as "Grantors"), in the State aforesaid, for and in consideration of the sum of SIX HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 (\$675,000 00) DOLLARS, paid to STANLEY C RODGERS, AS QUALIFIED INTERMEDIARY, by, at and before the sealing of these presents by DUDLEY N CARPENTER and JANE G CARPENTER (hereinafter referred to as "Grantees"), in the State aforesaid, the receipt whereof is hereby acknowledged, and subject to the easements, restrictions, reservations and conditions set forth on the attached Exhibit "A" ("Exceptions"), have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Grantees, as joint tenants with rights of survivorship (not as tenants in common), the following real property, to-wit

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY
EXPRESS REFERENCE

BEING the same property conveyed to the Grantors herein by deed of Frederick R Glaesner and Norma Carolyn Glaesner, dated August 13, 1998, and recorded in Book Z-308, Page 360, Charleston County RMC Office

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned subject to the Exceptions, unto the said Grantees, as joint tenants with rights of survivorship (not as tenants in common), their Heirs and Assigns forever

TMS # 204-00-00-100

GRANTEES' ADDRESS

1964 Marsh Creek
Johns Island, SC 29455

SUBJECT to the Exceptions, we do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said Grantees, as joint tenants with rights of survivorship (not as tenants in common), their Heirs and Assigns forever, against ourselves and our Heirs and Assigns, and against every person whomsoever lawfully claiming, or to claim the same or any part hereof

EXHIBIT "A"

ALL that certain apartment known as Apartment Number 1964, in BOHICKET MARINA VILLAGE HORIZONTAL PROPERTY REGIME, as shown on the plans and specifications attached to that certain Master Deed executed by Andell Bluff Associates dated December 22, 1981, and recorded December 23, 1981, in Book J-127, Page 203 in the RMC Office for Charleston County, SC, as amended by First Amendment to said Master Deed dated June 3, 1982, and recorded June 21, 1982, in Book S-128, Page 91 in the aforesaid RMC office, as further amended by Second Amendment to said Master Deed dated November 22, 1982, and recorded November 24, 1982, in Book Z-129, Page 7 in the aforesaid RMC office, as further amended by Third Amendment to said Master Deed dated January 21, 1983, and recorded January 21, 1983, in Book L-130, Page 228 in the aforesaid RMC Office, as further amended by Fourth Amendment to said Master Deed dated July 14, 1983, and recorded July 15, 1983, in Book G-132, Page 58 in the aforesaid RMC Office, as further amended by Fifth Amendment to said Master Deed dated July 29, 1987, and recorded July 31, 1987, in Book L-167, Page 326 in the aforesaid RMC Office

TOGETHER with the undivided interest in the common elements, both general and limited, appurtenant to the Apartment above described

SUBJECT TO THE FOLLOWING

- 1 Master Deed, as amended, and By-Laws of Bohicket Marina Village Horizontal Property Regime recorded in the Charleston County RMC Office, S C , as follows Book J-127, Page 203, Book L-167, Page 326, Book S-128, Page 91, Book Z-129, Page 7, Book L-130, Page 228, Book G-132, Page 58 and Book G-181, Page 526
- 2 Terms of that certain Agreement between Andell Bluff Associates and Seabrook Island Property Owners Association, dated December 23, 1981, providing for access to Seabrook Island and for the imposition of certain charges
- 3 Easement from Margaret H Beckett, et al, to Berkeley Electric Cooperative, Inc , dated July 7, 1972, and recorded in Book T99, Page 227, RMC Office for Charleston County
- 4 Right of Way Easement to Southern Bell Telephone & Telegraph Company, dated July 31, 1981, and recorded in Book R126, Page 89, RMC Office for Charleston County
- 5 Title to any portion of the premises now lying or which in its natural state lies beneath the highwater mark of abutting tidal waters
- 6 Easement to Berkeley Electric Cooperative, Inc , dated August 1, 1986, and recorded in Book B-157, Page 497, RMC Office for Charleston County
- 7 Drainage, utility, power line and sewage easements as shown on the several plats of Bohicket Marina Village by E M Seabrook, Jr , Inc , of record in the RMC Office for Charleston County, SC

- 8 Any interest created by or limitations on use imposed by the Federal Coastal Zone Management Act or other Federal Law or regulations or by South Carolina Code Sections 48-39-10 through 48-39-200, as amended, or any regulations promulgated pursuant to said State or Federal Laws, inclusive of South Carolina Coastal Council and U S Army Corps of Engineers
- 9 Subject to the rights of all owners of property to use Andell Bluff Boulevard, and subject to the rights of the public to use said right-of-way, if any, by virtue of the dedication of said road executed by William C Whitner on that certain plat by E M Seabrook, Jr , dated November 13, 1981, and recorded in Plat Book AU, Page 62, in the RMC Office for Charleston County, S C
- 10 Subject to rights of the public in and to the drainage easements by virtue of the dedication of said drainage easements executed by William C Whitner on that certain plat by E M Seabrook, Jr , dated November 13, 1981, and recorded in Plat Book AU, Page 62, in the RMC Office for Charleston County, S C

BY ACCEPTANCE AND RECORDATION of the within deed the Grantee hereby expressly assumes and agrees to comply with all terms, conditions and covenants as contained in the Master Deed and the By-Laws attached hereto

File Name CARPENTER

File Number 07-366

WITNESS our Hands and Seals this 18th day of July, in the year of our Lord,
two thousand seven and in the two hundred and thirty-second year of the Sovereignty and
Independence of the United States of America

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

[Signature]
Witness # 1

[Signature] (SEAL)
CHARLES L MEASTER

[Signature]
Witness # 2

[Signature] (SEAL)
BARBARA P MEASTER

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

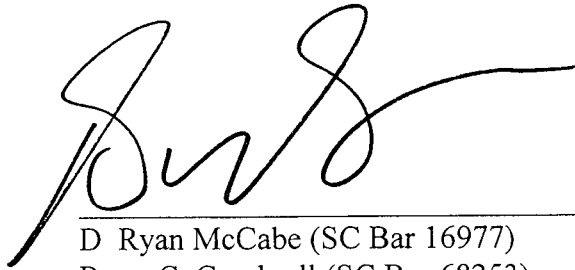
The foregoing instrument was acknowledged before me this 18th day of July,
2007, by CHARLES L MEASTER and BARBARA P MEASTER.

[Signature] (SEAL)
NOTARY PUBLIC FOR SC
MY COMMISSION EXPIRES 6/21/09

Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material

April 4, 2012



D Ryan McCabe (SC Bar 16977)

Brian C Gambrell (SC Bar 68253)

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L Measter and Barbara P Measter