

Definitions

All terms and phrases used herein shall, unless the context otherwise required, have the same definition and meaning as set forth in the Master Deed and/or in the Act, as the case may be.

ARTICLE V

Members

Each and every Co-Owner of an Apartment or an interest in an Apartment in the Regime shall be a Member of this Association. Further, there shall be appurtenant to each Apartment in the Regime the number of votes assigned in the Master Deed which shall be voted collectively by the Voting Member of that Apartment as set forth in the Master Deed. Upon the sale, conveyance, devise or other transfer of any kind or nature of any Apartment, such subsequent transferee shall automatically become a Member hereof and likewise the vote appurtenant to that Apartment shall automatically pass and the membership of the transferor immediately terminated whether any membership certificate or voting certificate be transferred or not; provided, however, the Association shall for all purposes be entitled to rely upon the right to membership and voting rights of the person shown as Co-Owner of an Apartment in its records until notified of such transfer by delivery of written notice thereof to the secretary of the Association.

ARTICLE VI

Application

All present and future Co-Owners, tenants, future tenants, agents, servants, employees, guests, invitees and any other person using the facilities of the Regime or occupying any Apartment thereof shall be and is hereby subject to all matters, Rules and Regulations set forth in these By-Laws, Rules and Regulations promulgated by the Board of Directors are accepted, ratified and shall be complied with.

ARTICLE VII

Voting Majority

Section 1. There is hereby assigned to each Apartment the number of votes as described and assigned in the Master Deed which shall be voted by the Voting Member thereof as described in the Master Deed. The vote so assigned to each may not be split in any fashion. If one person is the Co-Owner of an Apartment, he shall be the Voting Member. If an Apartment be owned by more than one person, they shall designate one of them as the Voting Member and notify the Secretary in writing of such designation. In

the event a corporation owns an Apartment, the corporation shall designate one agent thereof as the Voting Member and so notify the Secretary in writing. In the case of multiple or corporate ownership of an Apartment, the vote appurtenant thereto shall not be exercised until written designation of the Voting Member has been delivered to the Secretary. The Voting Member so designated shall remain the Voting Member, entitled to cast the vote of that Apartment on all matters to come before the Council of Co-Owners for vote until the Secretary be given written notice of change. The vote assigned to each Apartment represents the percentage value of that Apartment as opposed to the Regime as a whole as then comprised.

Section 2. As used in these By-Laws, the term Majority of Co-Owners shall mean those Co-Owners who are Voting Members holding fifty-one (51%) percent of the total vote of all the Co-Owners of the Condominium as then constituted and thereby represent fifty-one (51%) percent of the basic value of the Property as a whole. Unless otherwise required herein, in the Master Deed or in the Act, majority vote shall constitute fifty-one (51%) percent of the total outstanding votes of all Co-Owners and shall be required to adopt any decisions affecting the Condominium.

Section 3. Except as otherwise provided or required in these By-Laws, the Master Deed or the Act, the presence in person or by proxy of a Majority of Co-Owners, as is defined above, shall be required to constitute a quorum.

Section 4. Votes may be cast in person or by proxy. Each proxy shall be in a form as determined by the Board of Directors and must be filed with the Secretary at least fifteen (15) days before the appointed time for a regular meeting and at least one day before the appointed time for a special meeting.

Section 5. Membership in the Association is not transferable or assignable (except as the same may be assigned by way of proper proxy properly executed). Transfer of a Co-Owner's Apartment or his interest therein in any fashion shall automatically terminate his membership herein and all his voting rights.

ARTICLE VIII

Administration

Section 1. The Association shall be managed and governed by a Board of Directors (herein called the Board) consisting of five (5) persons. Pursuant to the terms of the Master Deed, the Developer has appointed an initial Board consisting of five (5) directors who need not be officers of Developer or present or future Co-

Owners. Such initial Board shall have all powers and duties of the Board of Directors of the Council of Co-Owners as described herein, in the Master Deed and in the Act. Said initial Board of Directors shall serve until their successors are elected and qualified at the organizational meeting of the Council of Co-Owners which shall be called and held as provided in the Master Deed. All members of the Board of Directors (except for the aforesaid members of the initial Board of Directors) must be Voting Members in good standing. The Board of Directors to succeed the initial Board of Directors appointed by the Developer shall be nominated and elected at the organizational meeting. Of the total Directors to be then elected, the three (3) nominees to be elected and receiving the most votes shall be elected to the Board for a two-year (2) term; the two (2) nominees receiving the next highest number of votes shall be elected for a one-year (1) term. Directors elected at subsequent elections shall be elected for a term of two (2) years, and shall be elected at the regular Annual Meeting of the Council of Co-Owners. At such regular Annual Meetings, the Voting Members shall vote for the number of Directors necessary as there are vacancies on the Board; provided, however, there shall be no cumulative voting. The candidates receiving the most votes shall be declared elected as members of the Board to fill the Board positions vacant at that time. Board members shall serve until their successors are elected and qualified.

Section 2. Any Director (other than on the aforesaid initial Board) who shall cease to be a Voting Member or who shall be delinquent in payment of any common expenses or assessments (as defined in the Master Deed and/or in the Act) shall automatically cease to be a Member of the Board.

Section 3. Each Board member (other than on the aforesaid initial Board) must be a Voting Member and in good standing, the Co-Owner of the Apartment for which the Board member is a Voting Member being current in payment of all fees, assessments and common expenses.

ARTICLE IX

Board of Directors

Section 1. Consistent with these By-Laws, the Board shall:

A. Transact all Association business and prescribe the Rules and Regulations for the use of the Regime and all facilities and property thereof and may appoint such officers, clerks, agents, servants or employees as it may deem necessary in its sole discretion and may fix their duties and compensation.

B. Annually set the common expenses for the operation of the Condominium, including, but not limited to, payments under all agreements.

C. Fix, impose and remit penalties for violations of these By-Laws and Rules and Regulations of the Council of Co-Owners.

D. Serve without compensation.

E. Elect from the Board within thirty (30) days after each Annual Meeting a President, Vice President, Secretary and Treasurer, all of whom shall serve without remuneration. In the event of a vacancy in any one of these offices during the year, the Board shall have the power to elect a member of the Board in good standing to fill the vacancy for the unexpired term. In the event of a vacancy on the Board, the President shall have the power to appoint with the approval of the majority of the Board, a member in good standing to fill the vacancy until the next Annual Meeting.

F. Carry out all other duties and obligations imposed and exercise all rights granted it by the Master Deed and Exhibits thereto and the act.

G. Establish a Resort Rules and Regulations Committee to work with and assist the Developer or its designee in establishing and promulgating Rules and Regulations for use of the Resort Facilities.

Section 2. There shall be at least one regular meeting of the Board quarterly at a time designated by the President. The President or two (2) members of the Board may call special meetings of the Board as are deemed necessary or desirable and in the best interest of the Association.

Section 3. Notice of regular and any special meetings of the Board of Directors shall be given at least two (2) days previously thereto by written notice delivered personally or sent by mail to each Director at his address as shown in the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice for such meeting except for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or conveyed. Neither business to be transacted nor other purpose of any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting unless specifically required by law or by these By-Laws.

Section 4. A simple majority of the members of the entire Board

shall constitute a quorum for the purposes of transacting Association business and the affirmative vote of a simple majority of the entire Board shall be necessary to pass any resolution or authorize any act of the Association unless a different vote is required herein, in the Master Deed, its Exhibits and/or the Act. Absentee voting is permitted provided such Director register his vote in writing with the Secretary within twenty-four (24) hours after the termination of such meeting.

Section 5. Any action required by law to be taken at any meeting of the Directors or any action which may be taken in a meeting of the Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by two-thirds (2/3) of the Directors.

Section 6. The Board of Directors shall annually on or before January 15th of each year, prepare a budget for the up-coming calendar year to include such sums as it deems necessary and adequate to provide for the common expenses of the Condominium and such other expenses as are necessary or appropriate expenses of the Condominium. The Board of Directors shall thereafter on or before December 1st deliver (which delivery may be by mail) the budget for the up-coming year together with statement of the amount(s) due from each Co-Owner for that year and the date or dates upon which payment or payments are due to the Co-Owners. Thereafter, should any increase or decrease be determined appropriate by the Board of Directors in assessments to be paid by Co-Owners, the Board shall notify all Co-Owners so affected at least thirty (30) days prior to the time such assessment so changed shall be due. The Council of Co-Owners shall have a lien upon each Apartment together with the common elements and common surplus appurtenant thereto for payment of all assessments not paid when due in the amount of such unpaid assessments together with the interest thereon from the date due together with the cost of collection thereof including a reasonable attorney's fee. Such shall be collected and/or lien foreclosed upon in the manner provided for in the Master Deed and Exhibits thereto and/or in the Act.

ARTICLE X

Officers

Section 1. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by and from the Board. The Directors may appoint assistant treasurers and secretaries and such other officers as in their judgment may be necessary. No two offices may be held by the

same person unless there be less director than officers to be elected in which case one may hold more than one office.

Section 2. The officers of the Association shall be elected annually by the Board of Directors immediately following the annual meeting of the Council of Co-Owners and shall serve for the twelve (12) month period next succeeding. New offices may be created and filled at any meeting of the Board of Directors. Each office shall hold office until his successor shall be duly elected and shall qualify.

Section 3. The President shall be the principal executive officer of the Association, shall preside at all meetings of the Board and all meetings of the membership, shall appoint committees and shall have general charge of and shall control the affairs of the Association according to such rules and regulations as the Board shall determine.

Section 4. There shall be a Vice President who shall perform such duties as may be assigned to him by the Board. In case of death, disability or absence of the President, he shall be vested with all the powers and perform all duties of the President. The Vice President shall also be chairman of the Operations Committee.

Section 5. There shall be a Treasurer who shall keep the funds of the Condominium and shall disburse them to meet the ordinary and usual expenses of the Condominium and for other purposes as required by the Master Deed, the act and/or upon order of the Board of Directors after such disbursement order has been entered in the minutes of the Board at a duly constituted meeting and shall have such other duties as may be assigned to him. He shall render a financial report to each regular meeting of the Board and to the Annual Meeting of the Council of Co-Owners. The Treasurer shall be bonded at the expense of the Association.

Section 6. If required by the Board of Directors, the assistant treasurer, if any, shall be bonded at the expense of the Association. The assistant treasurers and the assistant secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors upon a two-thirds (2/3) majority vote whenever in its judgment the best interests of the Association will be served thereby, but such removal shall be without prejudice of the contract rights, if any, of the officers so removed.

Section 7. A vacancy in any office because of death, resignation,

removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

ARTICLE XI

Meetings

Section 1. There shall be an Annual Meeting of the Council of Co-Owners (Association) held within the same quarter of the calendar year as the organizational meeting was held (which must be held within six (6) months of the date Developer has conveyed to third parties more than half (1/2) of the Apartments in the Regime, provided Developer shall call or provide the means to call such organization meeting and at a time and place designated by the President. Notice of the annual meeting shall be given to all Co-Owners by mail at least twenty (20) days prior to the date of the meeting.

Section 2. Special meetings of the Council of Co-Owners may be called by the Board. Also, upon request of voting members totaling fifty (50%) percent of the total votes of the Association in writing made to the Secretary stating the purpose therefor, a special meeting shall be called by the Secretary for the Association to be held within forty (40) days thereafter. Special meetings of the Council of Co-Owners may be held at the call of the President upon five (5) days notice by mail to all members. Such notice shall state the purpose for which the special meeting is called and no other business shall be transacted at said meeting.

Section 3. Voting members holding fifty-one (51%) percent of the total votes of the Council of Co-Owners must be present personally or by proxy to constitute a quorum at all Annual and Special Meetings of the Council of Co-Owners. Should voting members holding fifty-one (51%) percent of the vote not be present or constitute a quorum at an Annual Meeting of the membership, a special Board meeting may be called by the President or the Secretary and by action of two-thirds (2/3) of the entire membership of the Board of Directors a quorum may be declared provided there are Voting Members holding at least twenty-five (25%) percent of the total outstanding votes of the Council of Co-Owners present and that the business to be conducted at such meeting does not require that a greater number of Voting Members be present.

Section 4. Any action required by law to be taken at a meeting of the Council of Co-Owners or any action which may be taken in a meeting of the Council of Co-Owners may be taken without a meeting if a consent in writing, setting forth the

action so taken, shall be signed by Voting Members holding not less than two-thirds (2/3) of the entire votes entitled to vote on the subject matter thereof and further provided the same is not otherwise prevented by these By-Laws, the Master Deed or the Act.

Section 5. When notice to Co-Owners is required, the mailing of such notice to the last known address of the Co-Owner in the Association's records shall constitute notice.

ARTICLE XII

Obligations of Co-Owners

Section 1. Each Co-Owner is obligated to pay all annual, monthly and special assessments and charges levied and imposed by the Council of Co-Owners and/or through its Board of Directors for such purposes as are enumerated in the Master Deed, in the Act and in these By-Laws. Such charges or assessments so levied shall be paid on or before the date(s) affixed by resolution of the Board. Written notice of the change in any assessment and the date the payment shall be paid be sent to each Co-Owner at the address given by such Co-Owner to the Secretary of the Council. All common assessments shall be pro-rated dependent upon each Co-Owner's percentage of ownership in the common elements as is determined and set forth in the Master Deed and the Exhibits thereto. Such assessments shall include monthly payments to a general operating reserve in a reserve fund for replacements and all other things as equired or set forth in the Master Deed, the Act and/or these By-Laws.

Section 2. The amount of assessment levied shall be paid on or before the date due. If not so paid, the amount of such assessment plus any other charges thereon including interest at the rate of one and one-half (1 1/2) percent per month from the date of the delinquency and cost of collection, including attorneys' fees, shall constitute and become a lien on the Co-Owner's Apartment and share of the common elements and common surplus appurtenant thereto. Upon recording of the lien with the proper governmental authority for Charleston County, South Carolina, such lien rights shall be as provided for and in accordance with the terms and provisions of the Master Deed and the Act. The notice of assessment which shall state the amount of such assessment and such other charges and give the number of the Apartment which has been assessed shall be mailed to the Co-Owner thereof. Upon payment of such said assessments and charges or other satisfaction thereof, if a lien has been recorded, the Board shall, within a reasonable time, cause to be recorded a notice stating the

satisfaction of and release of said lien. The priority of the lien hereinabove set forth shall be as provided in the Master Deed and/or the Act.

Section 3. The lien provided herein may be foreclosed by suit by the board acting on behalf of the Council in like manner as a mortgage and in such event, the Council may be a bidder at the foreclosure sale. The Council through its Board or duly authorized agent may also pursue any other remedy against any Co-Owner owing money to it which is available to it by law or in equity for the collection of debt.

Section 4. Unless prohibited by law, the lien rights granted the Council of Co-Owners may be assigned in whole or as to any one or more particular items to any third party.

Section 5. Upon request, the Board shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.

Section 6. The Council through its Board shall suspend any Co-Owner not paying assessments when due and such Co-Owner and any lessee, guest or invitee or other person planning to occupy that Co-Owner's Apartment by reason of permission of that Co-Owner or use the facilities of the Condominium shall be refused entrance into the Condominium and use of the facilities thereof until all assessments and penalties to which such Co-Owner is subject have been paid.

Section 7. Each and every Co-Owner shall perform promptly all maintenance and repair work required of individual Co-Owners by the Master Deed, the Act or these By-Laws or which is within his own Apartment which, if omitted, would affect the Condominium in its entirety or in a part belonging to some other Co-Owner(s). The Council shall be responsible for all maintenance and repair work required of the Council in the Master Deed, these By-Laws and/or the Act.

A Co-Owner shall reimburse the Council if there be any expenditures incurred in repairing and/or replacing any common elements or facilities damaged by such Co-Owner, his family, guests, invitees or lessees.

Section 8. Each Apartment, with the exception of Apartment Units 1A and 1B, shall be utilized for residential purposes only, provided, however, such shall not prevent rent or lease of his Apartment by a Co-Owner to a lessee or rentor to use for residential purposes.

Section 9. No Co-Owner shall make any structural modifications

or alterations in his apartment or upon any common elements without the specific written approval of the Council of Co-Owners through the Board of Directors.

Section 10. No Co-Owner, his family, guests, invitees or lessees shall place or cause to be placed in or on any common areas or facilities any furniture, package(s) or object(s) of any kind. Such areas shall be used for no purpose other than normal transit through them and/or use of the facilities provided.

Section 11. Each Co-Owner shall and does hereby grant right of entry to the Board or its duly authorized agent in the case of any situation provided for in the Master Deed or the Act whether such Co-Owner is present at the time or not.

Section 12. No occupant of an apartment shall post any advertisements or posters of any kind in or on the Condominium property except as authorized by the Board or as is permitted in the Master Deed.

Section 13. Occupants of apartments shall use extreme care about making noises or the use of musical instruments, radio, television and/or amplifiers that may disturb other occupants and in the event so notified by the Board or its duly authorized agent such occupant shall immediately cease and desist such activity.

It is prohibited to hang garments, rugs, etc., from the windows or from any sides or from any of the buildings or parts thereof.

It is prohibited to dust rugs, etc., from the windows or to clean rugs, etc., by being on the exterior part of any of the buildings.

It is prohibited to throw or place garbage or trash outside the disposal installation(s) provided for such purposes.

Section 14. No Co-Owner, occupant or lessee of an apartment shall install wiring for electrical or telephone installation, television antenna, machines or air conditioning units, etc., on the exterior of the buildings or that protrude through the walls or roof of any building except as authorized by the Board.

Section 15. Nothing herein contained shall limit in any manner the power of the Council and/or Board to issue or promulgate such Rules and Regulations as are deemed necessary or desirable for the use, occupancy and enjoyment of the Condominium by the Co-Owners and/or occupants thereof. Further, all obligations

imposed by the Master Deed, its Exhibits and/or the Act are hereby incorporated by reference as further obligations as fully as if herein set forth.

Section 16. The Board of Directors shall have the right to enter into such agreements as it deems desirable to provide common services or to lease equipment for the use and enjoyment of the Co-Owners or any one or more Co-Owners. Such rights shall include, but not be limited to, the right to enter into lease and/or use and/or purchase agreements with third parties to provide recreational equipment and facilities and/or to install, sell and/or lease to the Condominium a MATV system and/or cable television system and/or television sets. Furthermore, the initial Board of Directors appointed by Battery Carriage Development Company, the Developer, shall have the right to enter into such agreements on behalf of and for the Council of Co-Owners, its Board and the Co-Owners which agreement(s) shall be binding upon the Council of Co-Owners and each and every Co-Owner.

ARTICLE XIII

Mortgages

Section 1. Any Co-Owner who mortgages his condominium unit or any interest therein shall notify the Board of Directors of the name and address of his mortgagee and the Board shall maintain such information in a book entitled "Mortgagees of Condominium Units".

Section 2. The Board shall, at the request of such mortgagee, report any unpaid assessments due from the Co-Owner of such condominium unit so mortgaged.

Section 3. Any and all Institutional Mortgagees shall have all rights and powers granted unto them by the Master Deed and/or The Act and nothing herein contained shall supercede such rights and powers. In the event any right or duty or power herein delegated or granted unto the Council or Board by these By-Laws is given to an Institutional Mortgagee by reason of the Master Deed and/or The Act or should that Institutional Mortgagee by reason of the Master Deed and/or The Act have any voice in such decisions, then such Institutional Mortgagee is hereby given and granted such rights and powers and vote in such decisions as are thereby granted.

ARTICLE XIV

Rules and Regulations

The Board of Directors shall be and is hereby empowered to promulgate and

issue such Rules and Regulations from time to time and to amend and alter any Rules and Regulations theretofore promulgated and issued as it may in its sole discretion determine necessary and desirable for the continued maintenance and upkeep, use and enjoyment of any apartments, common areas of facilities contained within the Condominium, subject, however, to such restrictions upon such as contained in the Master Deed, its Exhibits and The Act together with any Rules and Regulations issued thereunder. Such Rules and Regulations shall be binding upon and enforceable upon all Co-Owners, their families, guests, invitees and/or lessees, and all occupants of Apartments.

ARTICLE XV

Contracts, Checks, Deposits, Agreements and Funds

Section 1. The Board of Directors may authorize any officer or officers or agent or agents of the Council to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Council and/or the Co-Owners thereof. Such authority may be general or confined to specific instances.

Section 2. All checks, drafts or orders for the payment of notes or other evidence of indebtedness issued in the name of the Council shall be signed by such officer or officers, agent or agents of the Council (pursuant to a management agreement) in such manner as shall from time to time be determined by the resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer (or duly authorized assistant treasurer) and by the President (or Vice President).

Section 3. All funds of the Council of Co-Owners and/or received by it from or on behalf of the Co-Owners shall be deposited from time to time to the credit of the Council at such banks, insurance companies, trust companies or other depository as the Board or the property manager, if appropriate, pursuant to a management agreement, may select or as the circumstances and purposes of such deposits may require.

Section 4. The Board may accept on behalf of the Council any contribution, gift, bequest or devise for the general purposes or for any of the special purposes of the Council.

ARTICLE XVI

Certificates of Membership

Section 1. The Board shall provide for the issuance of certificates

evidencing membership in the Association to each Co-Owner which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President and by the Secretary and shall be sealed with the seal of the Association, if any. All certificates shall be consecutively numbered. The name and address of each Co-Owner and the date of issuance of the certificates shall be entered on the records of the Association. If any certificates may become lost, mutilated or destroyed, a new certificate may be issued therefore upon such terms and conditions as the Board may determine.

Section 2. Upon purchase of the Condominium Unit, a certificate of membership shall be issued in the name of the Co-Owner thereof and delivered to him by the Secretary. Such certificate shall be non-transferable and shall be immediately surrendered to the Board upon termination of ownership for any reason. Further, should such Co-Owner fail to surrender such certificate upon termination of ownership such termination shall automatically terminate and such membership certificate shall become null and void.

Section 3. Any Co-Owner failing to pay assessments when due may have his membership in the Association and his use of his Apartment and the facilities of the Condominium suspended by the Board. Any Co-Owner thus suspended shall immediately be notified in writing by the Secretary.

ARTICLE XVII

Books and Records

Section 1. The Council and the Board shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Council, of the Board and committees having any authority of the Board and/or the Council and shall keep at the registered office a record giving the names and addresses of the Co-Owners who are Voting Members.

Section 2. For purposes of voting at all meetings of the Council of Co-Owners, that person designated as Voting Member for a particular apartment shall be conclusively so presumed to be the Voting Member therefor until the Secretary be notified of a change in the Voting Member. The names of the Voting Members entitled to vote at any meeting and may not thereafter be changed without the express permission of the Board. For purposes of this section, deposit of notice in the United States mail prepaid or personal delivery shall constitute delivery.

ARTICLE XVIII

Miscellaneous

Section 1. Each person elected and qualified as a Director or Officer (including the initial Board of Directors appointed by Developer and Officers selected by it) shall be indemnified by the Council against expenses actually and necessarily incurred by and in connection with the defense by such person of any action, suit or proceeding in which he is made a part by reason of his being a Director or Officer except as to matter as to which he is adjudged to be liable for gross negligence or willful misconduct. The right of indemnification shall inure to each Director or Officer when such matter occurred during the time that such person was a Director or Office even though such action takes place after such Director or Officer has been succeeded in office by someone else. Such payment by the Council shall be included as a part of the Common Expenses.

Section 2. Any question as to the interpretation of these By-Laws shall be determined by simple majority of the full Board.

Section 3. The Council of Co-Owners and its Board of Directors, through its Board of Directors, may assign any or all of its rights, duties, powers and obligations hereunder, under the Master Deed and the Act unless expressly prohibited by law. Consistent therewith, the Board of Directors is hereby authorized and empowered, should it in its sole discretion determine appropriate, to on behalf of itself, the Council of Co-Owners and the present and future Co-Owners thereof enter management and other agreements with third parties so assigning for the management of the Regime and/or use, benefit and/or enjoyment of the Co-Owners thereof.

Section 4. Robert's Rules of Order shall apply in any meeting of the Board of the Council unless in conflict with the By-Laws, Master Deed or the Act in which case these By-Laws, the Master Deed and/or The Act shall control.

ARTICLE XIX

Compliance

These By-Laws are set forth to comply with the requirements of the South Carolina Horizontal Property Act, Title 27, Chapter 31, Code of Laws of South Carolina, 1976. In case any of these By-Laws conflict with the provisions of The Act, the provisions of The Act shall apply. In the event of any conflict between the By-Laws and the Master Deed, the provisions of the Master Deed shall control.

ARTICLE XX

Amendments

These By-Laws may be amended by a vote of two-thirds of the total vote of the condominium, which represents two-thirds of the total value of the Property, unless some other or greater vote is required herein, in the Master Deed and/or in The Act. The percentages and vote set forth in the Master Deed and Exhibits thereto are based upon the value of each apartment in relation to the entire Condominium property.

ARTICLE XXI

Incorporation

Nothing herein contained shall prevent the Association from, in the future, incorporating, if such be approved by a two-thirds vote of the Voting Members and not objected to by any Institutional Mortgagee of record provided, however, such shall not work to void or avoid any rights, duties, obligations or liabilities of the Association or of any individual Co-Owner under the Master Deed, The Act or herein, or therefore made or entered into, whether then executory or not.

ARTICLE XXII

Dissolution

Termination of the Condominium shall automatically dissolve this Association. It may also be dissolved in the manner provided by law. Upon dissolution those funds held by the Association for the Co-Owners shall be turned over to the Association's successor as governing entity of the Condominium, or if the Condominium be terminated, after payment of all debts and expenses, divided as provided according to the percentage ownership interests of the Co-Owners in the Common Elements and disbursed as provided in The Act and/or the Master Deed, provided, however, the residual of any property of any nature owned by the Association not held by it on behalf of the Co-Owners or any of them, shall, if appropriate, be turned over to one or more organizations which, themselves, are exempt from Federal Income Tax as organizations described in Sections 501(e) (3) and 170(c) of the Internal Revenue Code and from South Carolina Income Tax, or to the Federal, State or Local Government for exclusively public purposes.

THESE BY-LAWS are hereby adopted, accepted and fully ratified as the BY-LAWS OF HORIZONTAL PROPERTY REGIME this 30 day of April, 1984.

BATTERY CARRIAGE DEVELOPMENT COMPANY,
A SOUTH CAROLINA GENERAL PARTNERSHIP

BY: [Signature]

BY: Rebecca B. Day

BY: Carl R. B...

WITNESSETH:

Lona E. Moore
[Signature]

STATE OF SOUTH CAROLINA)
) AMENDMENT TO MASTER DEED OF
) WENTWORTH PLACE EAST
 COUNTY OF CHARLESTON) HORIZONTAL PROPERTY REGIME

The Master Deed of Wentworth Place East, Horizontal Property Regime recorded in the R.M.C. Office for Charleston County in Book C141 at pages 251 through 309, dated November 2, 1984 is hereby amended as follows, to-wit:

A) Page 5, recorded in the R.M.C. Office for Charleston County in Book C141 at page 255, Article III, Property Rights, second paragraph of #2 is hereby amended to read only as follows:

Fee title to each unit shall include both the apartment and the above respective undivided interest in the common elements, said undivided interest of the common elements to be deemed to be conveyed and unencumbered as part of each respective unit. Any attempt to separate the fee title to an apartment from the undivided interest in the common elements shall be null and void.

B) Page 5 and 6, recorded in the R.M.C. Office for Charleston County in Book C141 at pages 255 and 256, Article III, Property Rights, #3 first and second paragraphs are hereby amended to read only as follows:

Use of Common Elements: The Council of Co-Owners and Co-Owners thereof, the Developer, the successors and assigns of each, and all parties who own or may own and interest in and to the common elements and any of them shall have no right to bring any action whatsoever for partition or division of the real property which constitutes the common elements. Initial Rules and Regulations governing the use of the Property shall be promulgated by the Developer and/or the Board of Directors, which may be amended by the Board of Directors in the manner herein provided. Such Rules and regulations shall be posted in conspicuous places upon the common elements. Each Co-Owner by his purchase of a unit and acceptance of delivery of such conveyance shall be bound by all such Rules and Regulations, and further shall be solely responsible for obedience by the Co-Owner, his family, guests and all occupants of his apartment. Should a Co-Owner fail to pay an assessment as required under the terms of this Master Deed for the period of time as specified herein and the same becomes delinquent, the Council of Co-Owners may utilize such remedies as are available at law or in equity against the owner. Failure to make payments when they

become due shall create a lien on the unit of the owner. Said lien shall accrue interest as hereinafter defined plus attorneys fees. (See attached Article IX herein)

Any person actually occupying an apartment may use the general common elements and those limited common elements reserved for the use of that apartment during the time said occupant is actually in resident in the apartment. Guests and invitees of an occupant of an apartment and/or the Co-Owner of the apartment himself (if there is another occupant at that time) may only be permitted to use the common elements including facilities under the Long Term Lease, if at all, with the express permission of the Council of Co-Owners and subject to such terms and conditions as the Council of Co-Owners may determine at its sole discretion, including the payment of additional compensation thereof, it being understood and agreed that said common elements are primarily designated for the use and enjoyment of the occupants of the apartments and the use of others may be required to be limited or not permitted at all during certain times of day and/or certain weeks or months of a year, and the Council of Co-Owners shall determine the foregoing in its sole discretion including the manner and method in which the common elements are to be used and under what circumstances.

C) Page 7, recorded in the R.M.C. Office for Charleston County in Book C141 at page 257, Article III, Property Rights, #4 is hereby amended to read only as follows:

Limited Common Elements: Those areas which are or will be reserved for the use of occupant(s) of certain apartment(s) to the exclusion of others are and/or or shall be designated as limited common elements. Any expense for maintenance, repair or replacement relating to limited common elements shall be treated as, and paid for as, part of the common expense unless otherwise specifically provided in this Master Deed and the Exhibits hereto. Parking spaces are located within the common elements parking area shown and desinated in the Exhibits. No parking spaces shall be assigned to any particular apartment or apartments nor shall they be numbered unless mutually agreed by all Co-Owners and their institutional Mortgagees of record.

D) Page 9, recorded in the R.M.C. Office for Charleston County in Book 141 at page 259, Article VI, Amendment of the Master Deed, paragraph three, shall be eliminated in its entirety.

E) Page 16, recorded in the R.M.C. Office for Charleston County in Book 141 at page 266, Article XI, Use and Occupancy, paragraph six shall be eliminated in its entirety.

F) Pages 18 and 19, recorded in the R.M.C. Office for Charleston County in Book C141 at pages 268 and 269, Article XII, subparagraph C, #2 shall be amended to read only as follows:

Not to make or cause to be made any structural addition or structural alteration to his Apartment or to the Common Elements or any part(s) thereof without prior written consent of the Board of Directors and any Institutional Mortgagee holding a mortgage upon such Apartment as could be affected by such alteration. Upon approval of such alteration, the Board of Directors shall have the right to require approval of any contractor and/or sub-contractor employed by such Co-Owner for such purpose. Said parties shall have the right to require approval of any contractor and/or sub-contractor employed by such Co-Owner for such purpose. Said parties shall comply with all Rules and Regulations adopted by the Board of Directors. Further, such Co-Owner shall be liable for all damages to any other Apartment(s), Common Element(s) or Property caused by the Co-Owner's contractor, sub-contractor or employee whether such damage be caused by negligence, accident or otherwise.

G) Page 19, recorded in the R.M.C. Office for Charleston County in Book 141 at page 269, Article XII, Maintenance and Alterations, Subparagraph C, #3 shall be amended to read as follows:

To allow the Board of Directors or its representative, agent or employee to enter into his Apartment for the purposes of maintenance, inspection, repair or replacement of improvements within the Apartment and/or Common Elements; to determine in the case of emergency, circumstances threatening the Apartment and/or Common Elements; and to take remedial action as necessary.

H) Page 19, recorded in the R.M.C. Office for Charleston County in Book C141 at page 269, Article XII, Maintenance and Alterations, Subparagraph D shall be amended to read as follows:

In the event that a Co-Owner fails to maintain his Apartment and all parts thereof as required, makes any alterations or additions without the required consent, or otherwise violates the provisions hereof, the Board of Directors,

on behalf of the Council of Co-Owners, shall have the right to proceed with an action at law for damages or obtain an injunction to prevent such activity and/or to require compliance with the provisions hereof, with the By-Laws, The Act or any Rules or Regulations. In lieu thereof and in addition thereto, the Board of Directors shall have the right to levy an assessment against such Co-Owner for such necessary sums to remove any unauthorized additions or alterations and/or to restore the Property to good condition and repair. Such assessments shall have the same force and effect as all other special assessments. The Board of Directors shall have the right to have its employees or agents, or subcontractors appointed by it, enter an Apartment at all reasonable times to do such work as it deems necessary to enforce compliance with the provisions hereof.

I) Page 20 and 21, recorded in the R.M.C. Office for Charleston County in Book C141, at pages 270 and 271, Article XIII, Termination, shall be amended to read only as follows:

This Condominium may be voluntarily terminated at any time upon the terms and conditions and in the same manner set forth and described in The Act, before the Condominium may be terminated, all Institutional Mortgagees of record of any Apartment or any other part of the Property of the Condominium must agree in writing to accept such termination and to accept as security the undivided portion of the Property owned by the debtor(s) of each. In the event of such termination, all Co-Owners shall become tenants in common of the real property and improvements constituting the Apartment and Common Elements. The ownership of each Co-Owner upon such termination as tenant in common shall be the same percentage as his percentage ownership in the Common Elements at that time.

J) Page 21 and 22, recorded in the R.M.C. Office for Charleston County in Book C141 at pages 271 and 272, Article XIV, second and third paragraphs shall be amended to read only as follows:

The Property submitted to a Horizontal Property Regime is subject to all conditions, limitations, restrictions, reservations and all other matters of record, the rights of the United States of America, the State of South Carolina, and governmental authority or agency, any taxes, applicable zoning ordinances which now exist or are hereafter adopted and easements for ingress and egress, for pedestrian and vehicular purposes and for utility services and drains which now exist. The Developer shall have the right to grant easements and designate the beneficiaries

thereof for a period of six (6) months from the date of this amendment. Such rights include, but are not limited to, reservation unto itself, its successors and assigns, and the right to grant to others, easements for access and for ingress across the paved portions and walkway portions of the Property as it may be composed from time to time for owners, occupants and users of other properties, facilities and horizontal property regimes. When the Developer relinquishes such right, the Council of Co-Owners shall be empowered to grant such easements but not to revoke any theretofore granted. While the Developer has the right to grant easements, the consent and approval of the Council of Co-Owners to the granting thereof shall not be required. No easement shall be granted by the Developer or the Council of Co-Owners if as a result thereof any Buildings or other improvement in the Condominium would be structurally weakened or the security of any mortgagee of record would be adversely affected without its written consent.

Those easements of ingress and egress across Property which are of record, are shown in the Exhibits or in the R.M.C. Office for Charleston County, South Carolina. The rights of all Owners shall be subject to all such easements as presently exist or as are hereinafter granted.

K) Pages 22 and 23, recorded in the R.M.C. Office for Charleston County in Book C141 at pages 272 and 273, Article XV, #1.b. shall be amended to read as follows:

During the period of time in which structures are under construction by the Developer and not completed, no dues shall be charged against the Developer as the Co-Owner of Apartments until both the completion of said Apartments and its inclusion in the Condominium and the dues shall be assessed against the Co-Owners (including the Developer) of those Apartments in that Phase which shall have been completed, proportionately, inter se.

L) Page 23, recorded in the R.M.C. Office for Charleston County in Book C141 at page 273, Article XV, Certain Rights of Developer, paragraph #1, subsection "f" shall be amended to read only as follows:

The Developer reserves the right to enter into, on behalf of and as agent for the Council of Co-Owners, agreements with other Persons for the benefit of the Condominium, the Council of Co-Owners and the Co-Owners. The provisions of any such Agreement shall bind the Council of Co-Owners and the Co-Owners until such time as five (5) units are sold.

M) Page 23 and 24, recorded in the R.M.C. Office for Charleston County in Book C141 at pages 273 and 274, Article XV, first paragraph of #2 shall be amended to read only as follows:

THE DEVELOPER SPECIFICALLY DISCLAIMS ANY INTENT TO HAVE MADE ANY WARRANTY(IES) OR REPRESENTATION(S) IN CONNECTION WITH THE PROPERTY AS PRESENTLY CONSTITUTED, AND AS CONSTITUTED (INCLUDING ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE) ANY RULES AND REGULATIONS PROMULATED BY DEVELOPER OR ITS DESIGNEE OR THE DOCUMENTS ESTABLISHING OR GOVERNING THE CONDOMINIUM, EXCEPT THOSE WARRANTIES AND REPRESENTATIONS (IF ANY) EXPLICITLY SET FORTH HEREIN. NO PERSON SHALL BE ENTITLED TO REPLY UPON ANY WARRANTY OR REPRESENTATION NOT EXPLICITLY SET FORTH HEREIN. STATEMENTS (IF ANY) AS TO COMMON EXPENSES, REAL OR PERSONAL PROPERTY TAXES, ASSESSMENTS OR OTHER CHARGES MADE BY THE DEVELOPER OR ANY REPRESENTATIVE THEREOF ARE ESTIMATES ONLY AND NO WARRANTY, GUARANTEE OR REPRESENTATION IS MADE THAT THE ACTUAL AMOUNT OF SUCH COMMON EXPENSES, ASSESSMENTS OR OTHER CHARGES WILL CONFORM WITH SUCH ESTIMATES. The Buildings and the other improvements located in the Condominium consisting of improvements have been or will be constructed substantially in accordance with the representations made in the exhibits. Such representations specify the full extent of the Developer's liability and responsibility for the materials and methods utilized in the construction of the Building and other improvements located in the Condominium.

N) Page 24, recorded in the R.M.C. Office for Charleston County in Book C141 at page 274, Article XVI, first paragraph shall be amended to read only as follows:

Notwithstanding anything to the contrary contained in this Master Deed, until the satisfaction of record of any construction mortgage given by Developer upon the Property as presently constituted or any to secure a loan with which to develop the improvements for the Property, such as would be commonly classified as a construction loan mortgage (hereinafter referred to as the "Construction Mortgage") the following provisions shall be a part of this Master Deed and

shall supercede an inconsistent provisions contained heretofore in this Master Deed.

O) Page 26, recorded in the R.M.C. Office for Charleston County in Book C141 at page 276, Article XVIII, Miscellaneous Provisions, subsection A, shall be amended to read only as follows:

The Co-Owners of the respective Apartments shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors ceilings surrounding their respective Apartments nor shall any Co-Owner be deemed to own pipes, wires, conduits or other public utility lines running through said respective Apartments which are utilized for or serve more than one apartment, which tems are hereby made a part of the Common Elements. Each Co-Owner shall however, be deemed to own non-perimeter walls and partitions which are contained in said Co-Owner's Apartment and shall also be deemed to own the interior decorated and finished surfaces of the perimeter walls, floors and ceilings including plaster, paint, wallpaper, etc.; however, all load-bearing walls and, where applicable, the floor between the first or ground floor, second or third floor and third or fourth floor located within an Apartment are part of the common elements to the unfinished surface of said walls and/or floors.

FOR GOOD AND VALUABLE CONSIDERATION the receipt whereof is hereby acknowledged, Wentworth Place East Horizontal Property Regime Council of Co-Owners hereby agrees to and does on behalf of itself and all its present and future Co-Owners, accept all the benefits and all the duties, responsibilities, obligations and burdens imposed upon it and them by the provisions of this amended Master Deed together with all the Exhibits hereto and as set forth in the Act.

IN WITNESS WHEREOF, the above named Wentworth Place East Horizontal Property Regime Council of Co-Owners has caused these presents to be signed in its name by its duly authorized agent this 13th day of December, 1984.

SIGNED, SEALED AND DELIVERED,

IN THE PRESENCE OF:

WENTWORTH PLACE EAST HORIZONTAL PROPERTY REGIME COUNCIL OF CO-OWNERS, Inc

BY: W. R. B. Vice-President

[Signature]
[Signature]

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Wentworth Place East Horizontal Property Regime Council of Co-Owners by and through its duly authorized agent, execute the within written Master Deed of Battery Carriage House Development Company, A South Carolina General Partnership and that (s)he with the other witness whose signature appears above, witnessed the execution thereof.

[Signature]

SWORN to and subscribed before me

this 13th day of December, 1984

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 12/17/89