

BK C1878828

STATE OF SOUTH CAROLINA )  
                                  )  
COUNTY OF CHARLESTON    )  
                                  )  
                                  )   **FIRST AMENDMENT TO MASTER DEED**  
                                  )   **FOR THE YACHT CLUB AT TOLER'S**  
                                  )   **COVE MARINA HORIZONTAL**  
                                  )   **PROPERTY REGIME**

WHEREAS, by its Master Deed dated April 7, 1989 and recorded April 7, 1989 in Book L183, Page 034 in the RMC Office for Charleston County, South Carolina ("Master Deed"), The Yacht Club at Toler's Cove Marina Limited Partnership, a South Carolina Limited Partnership ("Declarant") created and established on the property described therein (the "Property") The Yacht Club at Toler's Cove Marina Horizontal Property Regime ("Regime").

WHEREAS, Declarant is the sole owner of the Property and Declarant and Stuart E. Huston ("Huston") are the sole owners of the Units;

WHEREAS, the Declarant now wishes to annex to the Regime two Units which are located on the Property previously submitted to the Regime;

WHEREAS, Huston consents to said annexation;

NOW THEREFORE, the Master Deed is amended as follows:

1. Article V, Section 5.1 of the Master Deed is amended to state that each Dock contains the number of Units set forth below.

<u>Dock</u>	<u>Units</u>	<u>Linear Footage Per Unit</u>
C	13	27-37
D	35	25-38
E	33	22-38
F	17	22-38
G	8	35-38
CN	12	20-35

2. Article VIII, Section 8.1 is amended to state that the basic value of the property in the Regime is Three Hundred Eighty-Two Thousand Six Hundred and No/100 Dollars (\$382,600.00).

3. Exhibits C and E to the Master Deed are hereby amended by deleting said exhibits and substituting therefor the attached Schedules I and I-A, which are hereby incorporated by reference.

4. Exhibit F to the Master Deed is hereby amended by deleting said exhibit and substituting therefor the attached Schedule II, which is hereby incorporated by reference.

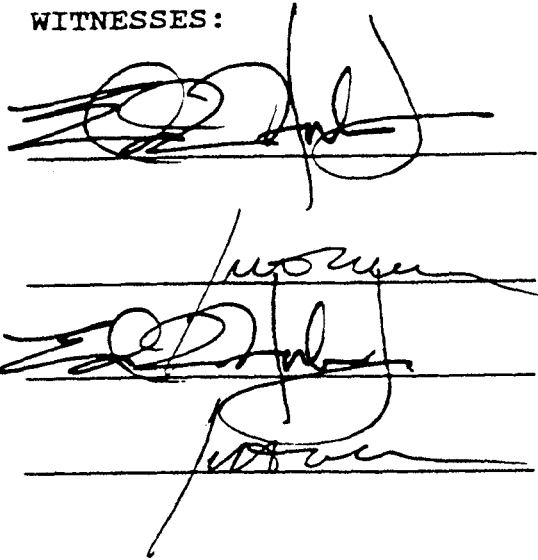
5. Exhibit G to the Master Deed is hereby amended by deleting said exhibit and substituting therefor the attached Schedule III, which is hereby incorporated by reference.

6. Except to the extent specifically amended herein by this First Amendment, all of the terms and provisions of the Master Deed shall continue in full force and effect and shall apply to the Units described herein and the Unit owners 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 Units which are a part thereof.

IN WITNESS WHEREOF, this 29 day of August, 1984.

WITNESSES:

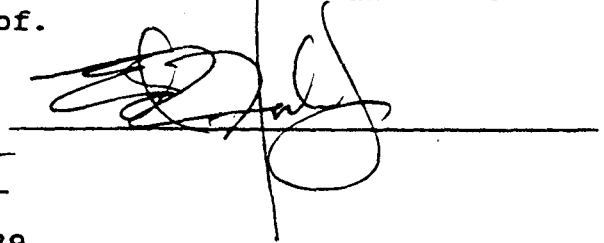
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE YACHT CLUB AT TOLER'S COVE MARINA LIMITED PARTNERSHIP, a South Carolina Limited Partnership

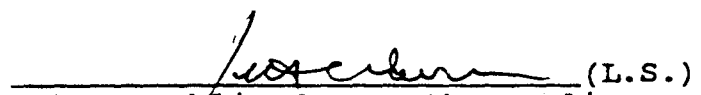
By:   
Stuart E. Huston  
Its General Partner  
  
STUART E. HUSTON

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF CHARLESTON     )

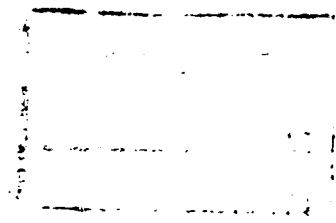
PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named THE YACHT CLUB AT TOLER'S COVE MARINA LIMITED PARTNERSHIP, by its duly authorized partners, sign, seal, and as its act and deed, deliver the within written instrument, and that (s)he with the other above-subscribed witness witnessed the execution thereof.

  
\_\_\_\_\_

SWORN to before me this 29<sup>th</sup> day of August, 1989.

 (L.S.)  
Notary Public for South Carolina  
My Commission Expires: Aug 11, 1991

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

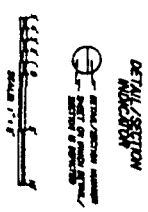
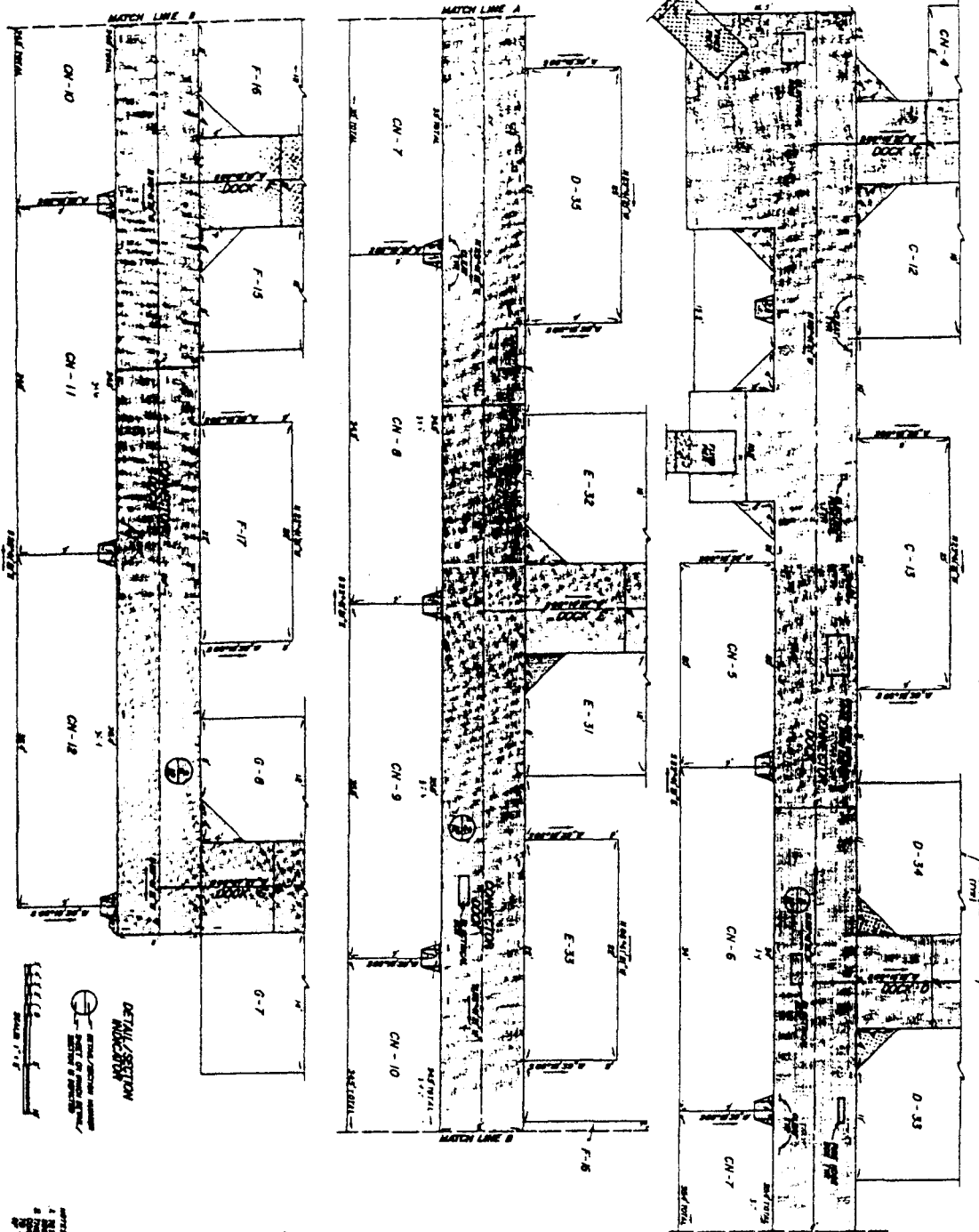


PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named STUART E. HUSTON, sign, seal, and as his act and deed, deliver the within written instrument, and that (s)he with the other above-subscribed witness witnessed the execution thereof.

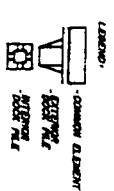
SWORN to before me this 29<sup>th</sup>  
day of August, 1989.

[Signature] (L.S.)  
Notary Public for South Carolina  
My Commission Expires: Aug 11, 1991

# Schedule I



NOTES:  
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.  
 2. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT.  
 3. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.



CONTRACTOR'S CERTIFICATE  
 I, the undersigned, DANIEL C. FORSBERG, BE REGISTERED PROFESSIONAL ENGINEER OR ARCHITECT AND LICENSED IN THE STATE OF SOUTH CAROLINA, HEREBY CERTIFY, PURSUANT TO SECTION 47-29-110, AS APPLICABLE, THAT THE PLANS OF THE YACHT CLUB PROPERTY OF THE ABOVE PARTY AND INDICATED, WITHIN REASONABLE CONSTRUCTION UNLESS OTHERWISE SPECIFIED, EXPRESS THE LATEST AND SUPERSEDES OF THE UNDERSTANDING INCLUDING ALL APPLICABLE, LIMITED CODES AND ORDINANCES AND THAT I AM NOT PROVIDING DESIGN. IT SHOULD BE NOTED THAT THE EXACT LOCATION OF THE IMPROVEMENTS, AND ANY VARIATIONS FROM THE IN THE FIELD DUE TO OMISSIONS, OMISSIONS AND USE OF ACTION.

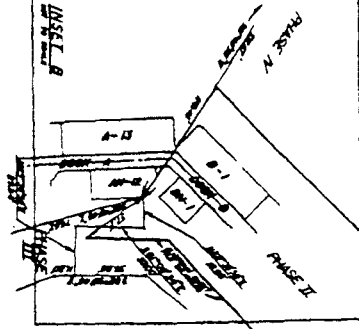
DANIEL C. FORSBERG, REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR, 40 EAST GREENSBORO DRIVE AND SURVEYING, INC. 1

**EXHIBIT C**  
 CONNECTOR DOCK UNITS CN-4 TO CN-12, UNITS C-13, D-33, E-33 & F-17  
 & A PORTION OF CN-1, C-2, D-33, D-34, E-31, E-32, F-5, F-16, G-7 & G-9  
 THE YACHT CLUB AT TOLTER'S COVE MARINA  
 HORIZONTAL PROPERTY REGIME  
 TOWN OF MT. PLEASANT CHARLESTON COUNTY, SOUTH CAROLINA

**FORSEBERG ENGINEERING & SURVEYING, INC.**  
 40 EAST GREENSBORO DRIVE  
 CHARLESTON, SOUTH CAROLINA 29405  
 (803) 799-1111

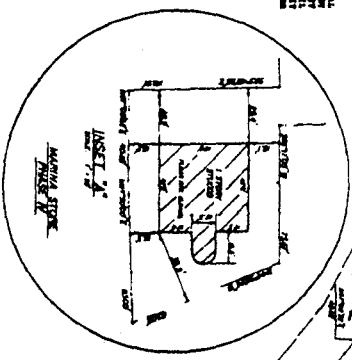
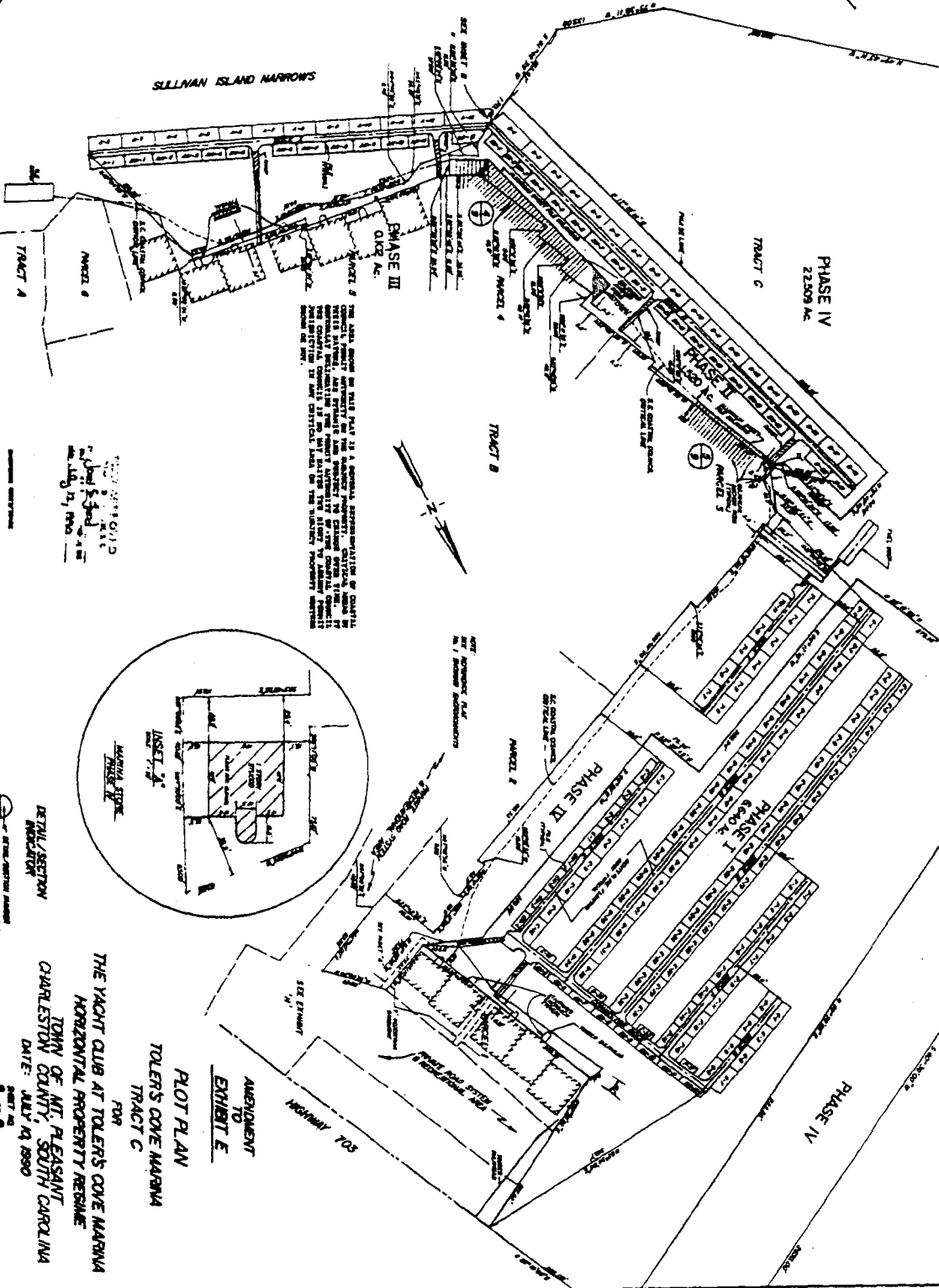


SCALE	1" = 8'	DESIGNED BY	D.C.F.
DATE	APRIL 3, 2009	CHECKED BY	LMH
APPROVED BY		LANDSCAPED BY	DCF
DATE BY	APPROVED BY		
DATE BY	APPROVED BY		

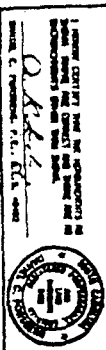


PHASE I	6,400 AC.
PHASE II	1,200 AC.
PHASE III	0.102 AC.
PHASE IV	22,509 AC.
TRACT C	30,771 AC.

1. THE YACHT CLUB AT TOLENT'S COVE MARINA IS A SUBDIVISION OF THE TOLENT'S COVE MARINA AND IS BEING DEVELOPED IN PHASES I, II, III, AND IV. THE YACHT CLUB AT TOLENT'S COVE MARINA IS A SUBDIVISION OF THE TOLENT'S COVE MARINA AND IS BEING DEVELOPED IN PHASES I, II, III, AND IV.
2. THE YACHT CLUB AT TOLENT'S COVE MARINA IS A SUBDIVISION OF THE TOLENT'S COVE MARINA AND IS BEING DEVELOPED IN PHASES I, II, III, AND IV.
3. THE YACHT CLUB AT TOLENT'S COVE MARINA IS A SUBDIVISION OF THE TOLENT'S COVE MARINA AND IS BEING DEVELOPED IN PHASES I, II, III, AND IV.
4. THE YACHT CLUB AT TOLENT'S COVE MARINA IS A SUBDIVISION OF THE TOLENT'S COVE MARINA AND IS BEING DEVELOPED IN PHASES I, II, III, AND IV.
5. THE YACHT CLUB AT TOLENT'S COVE MARINA IS A SUBDIVISION OF THE TOLENT'S COVE MARINA AND IS BEING DEVELOPED IN PHASES I, II, III, AND IV.
6. THE YACHT CLUB AT TOLENT'S COVE MARINA IS A SUBDIVISION OF THE TOLENT'S COVE MARINA AND IS BEING DEVELOPED IN PHASES I, II, III, AND IV.



THE YACHT CLUB AT TOLENT'S COVE MARINA  
 HORIZONTAL PROPERTY RESUME  
 JOHN DE MTT. PLEASANT  
 CHARLESTON, SOUTH CAROLINA  
 DATE: MAY 14, 1990



FOR THE YACHT CLUB AT TOLENT'S COVE MARINA  
 HORIZONTAL PROPERTY RESUME  
 JOHN DE MTT. PLEASANT  
 CHARLESTON, SOUTH CAROLINA  
 DATE: MAY 14, 1990

FOR THE YACHT CLUB AT TOLENT'S COVE MARINA  
 HORIZONTAL PROPERTY RESUME  
 JOHN DE MTT. PLEASANT  
 CHARLESTON, SOUTH CAROLINA  
 DATE: MAY 14, 1990

FOR THE YACHT CLUB AT TOLENT'S COVE MARINA  
 HORIZONTAL PROPERTY RESUME  
 JOHN DE MTT. PLEASANT  
 CHARLESTON, SOUTH CAROLINA  
 DATE: MAY 14, 1990

FOR THE YACHT CLUB AT TOLENT'S COVE MARINA  
 HORIZONTAL PROPERTY RESUME  
 JOHN DE MTT. PLEASANT  
 CHARLESTON, SOUTH CAROLINA  
 DATE: MAY 14, 1990

FOR THE YACHT CLUB AT TOLENT'S COVE MARINA  
 HORIZONTAL PROPERTY RESUME  
 JOHN DE MTT. PLEASANT  
 CHARLESTON, SOUTH CAROLINA  
 DATE: MAY 14, 1990

FOR THE YACHT CLUB AT TOLENT'S COVE MARINA  
 HORIZONTAL PROPERTY RESUME  
 JOHN DE MTT. PLEASANT  
 CHARLESTON, SOUTH CAROLINA  
 DATE: MAY 14, 1990

EXHIBIT "F" IS DELETED AND A NEW SCHEDULE "II" IS SUBSTITUTED  
THEREFOR IN SECOND AMENDMENT TO MASTER DEED.

STATE OF SOUTH CAROLINA	)	SECOND AMENDMENT TO MASTER DEED FOR
	)	THE YACHT CLUB AT TOLER'S COVE
COUNTY OF CHARLESTON	)	MARINA HORIZONTAL PROPERTY REGIME

WHEREAS, by its Master Deed dated April 7, 1989 and recorded April 7, 1989 in the RMC Office for Charleston County, South Carolina, in Book L-183 at Page 034 (the "Master Deed"), The Yacht Club at Toler's Cove Marina Limited Partnership, a South Carolina Limited Partnership (the "Declarant") created and established on the property described therein (the "Property") The Yacht Club at Toler's Cove Marina Horizontal Property Regime (the "Regime"); and

WHEREAS, the Master Deed has been amended by the First Amendment to Master Deed dated August 29, 1989 and recorded in the RMC Office for Charleston County in Book C-187 at Page 828; and

WHEREAS, the Declarant is the sole owner of the Property and the Declarant and Stuart E. Huston ("Huston") are the sole owners of the Units; and

WHEREAS, the Declarant now wishes to further amend the Master Deed to redefine the boundary lines of certain Units; and

WHEREAS, Huston consents to said annexation.

NOW, THEREFORE, the Master Deed is amended as follows:

1. Article V, Section 5.1 of the Master Deed is amended to state that each Dock contains the number of Units set forth below:



EXHIBIT "G" IS DELETED AND SCHEDULE "III" IS SUBSTITUTED THEREFOR  
IN SECOND AMENDMENT TO MASTER DEED.

<u>Dock</u>	<u>Units</u>	<u>Linear Footage</u> <u>Per Unit</u>
C	13	25 - 37
D	35	25 - 38
E	33	22 - 38
F	17	22 - 38
G	8	35 - 38
CN	12	20 - 35

2. Exhibit E, Sheets 3, 4, 5, and 6, to the Master Deed are hereby amended by deleting said sheets of said exhibit and substituting therefor the attached Schedule I, which is hereby incorporated by reference, the effect of such amendment being to redefine the boundary lines of Units A1, AN1-12, and BN1-11.

3. Exhibit F to the Master Deed is hereby amended by deleting said exhibit and substituting therefore the attached Schedule II, which is hereby incorporated by reference.

4. Exhibit G to the Master Deed is hereby amended by deleting said exhibit and substituting therefor the attached Schedule III, which is hereby incorporated by reference.

5. Except to the extent specifically amended herein by this Second Amendment, all of the terms and provisions of the Master Deed and First Amendment shall continue in full force and effect and shall apply to the Units described herein and the Unit owners 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 Units which are a part thereof.

IN WITNESS WHEREOF, the Declarant has set its hand and seal  
this 29<sup>th</sup> day of August, 1990.

WITNESSES:

THE YACHT CLUB AT TOLER'S COVE  
MARINA LIMITED PARTNERSHIP, a South  
Carolina Limited Partnership

Karen Merrill

Elizabeth L. Purcell

Karen Merrill

Elizabeth L. Purcell

BY: Stuart E. Huston  
Stuart E. Huston  
Its: General Partner

Stuart E. Huston  
STUART E. HUSTON *individually*

(c: \wp51\docs\8150)

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 THE YACHT CLUB AT TOLER'S COVE MARINA LIMITED PARTNERSHIP, a South Carolina Limited Partnership, by Stuart E. Huston, its General Partner, sign, seal, and as its act and deed, deliver the within written instrument, and that (s)he with the other above-subscribed witness witnessed the execution thereof.

Karen Sherrill

SWORN TO before me this  
29<sup>th</sup> day of August, 1990.

Elizabeth A. Russell  
Notary Public for South Carolina  
My Commission Expires: 1/3/94

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

*\* Individually*

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named STUART E. HUSTON, sign, seal, and as his act and deed, deliver the within written instrument, and that (s)he with the other above-subscribed witness witnessed the execution thereof.

Karen Sherrill

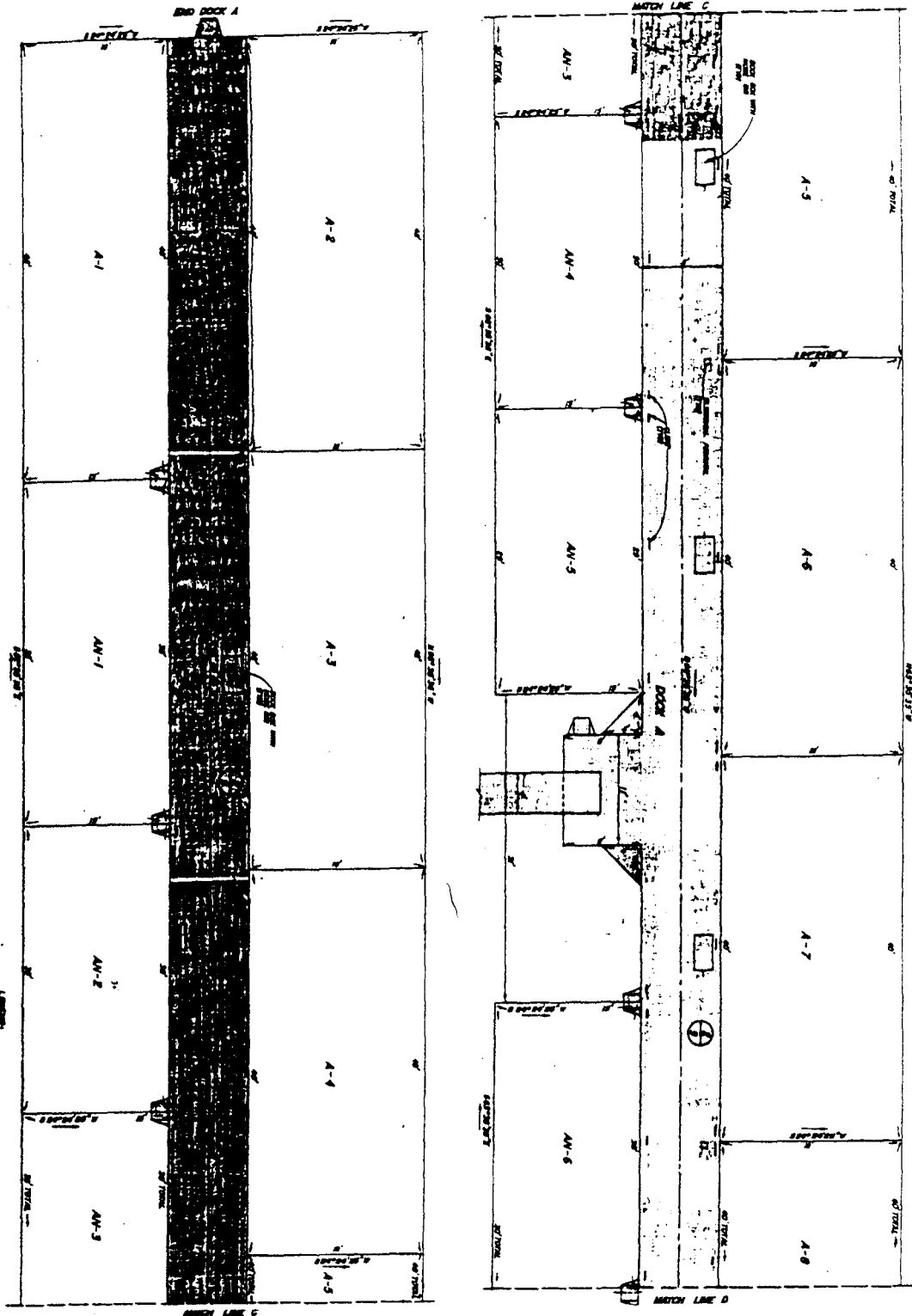
SWORN TO before me this  
29<sup>th</sup> day of August, 1990.

Elizabeth A. Russell  
Notary Public for South Carolina  
My Commission Expires: 1/3/94

EXHIBIT "E" - SHEETS 3, 4, 5 AND 6

SEE ATTACHED

DATED: 7/10/90  
 BY: J. D. FORSBERG  
 TITLE: SURVEYOR  
 NO. 12345  
 STATE OF SOUTH CAROLINA  
 EXPIRES: 7/10/95



PLAT APPROVED  
 JULY 10, 1990  
 BY THE CLERK OF THE  
 SUPERIOR COURT OF  
 CHARLESTON COUNTY,  
 SOUTH CAROLINA

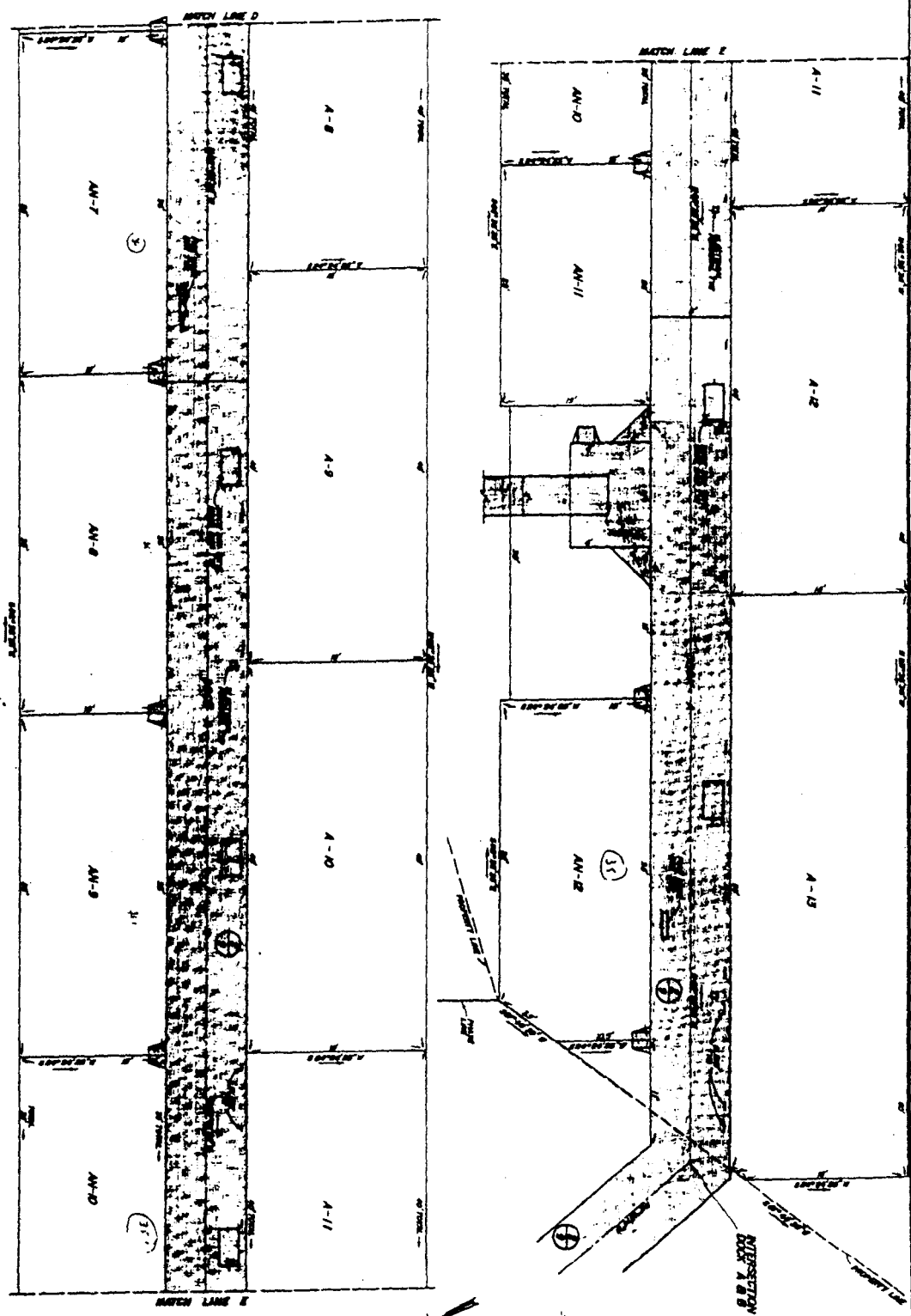
AMENDMENT  
 TO  
**EXHIBIT E**  
 DOCK A (UNITS A-1 TO A-7), (UNITS AN-1 TO AN-6)  
 AND A PORTION OF (UNITS A-7 & A-8)  
 THE YACHT CLUB AT TOLER'S COVE MARINA  
 HORIZONTAL PROPERTY REGIME  
 TOWN OF MT PLEASANT CHARLESTON COUNTY, SOUTH CAROLINA

**FORSBERG ENGINEERING  
 & SURVEYING, INC.**  
 1000 W. 10th Street  
 Charleston, SC 29401



SCALE	1" = 5'
DATE	JULY 10, 1990
APPROVED BY:	JDF
APPROVED BY:	DCF
TITLE	
DATE	

This plan shows the proposed horizontal property regime for Dock A, Units A-8 to A-12, and a portion of Units A-6 and A-7. The units are shown as rectangular areas separated by walls. The plan also shows the location of the marina and the yacht club. The units are numbered as follows: A-8, A-9, A-10, A-11, A-12, AN-7, AN-8, AN-9, AN-10, AN-11, AN-12. The plan is drawn to a scale of 1" = 5'. The date of the plan is July 10, 1980. The plan is prepared by JLD and LWR. The plan is approved by the Board of Directors of the Yacht Club. The plan is subject to the approval of the Town of Mt. Pleasant.

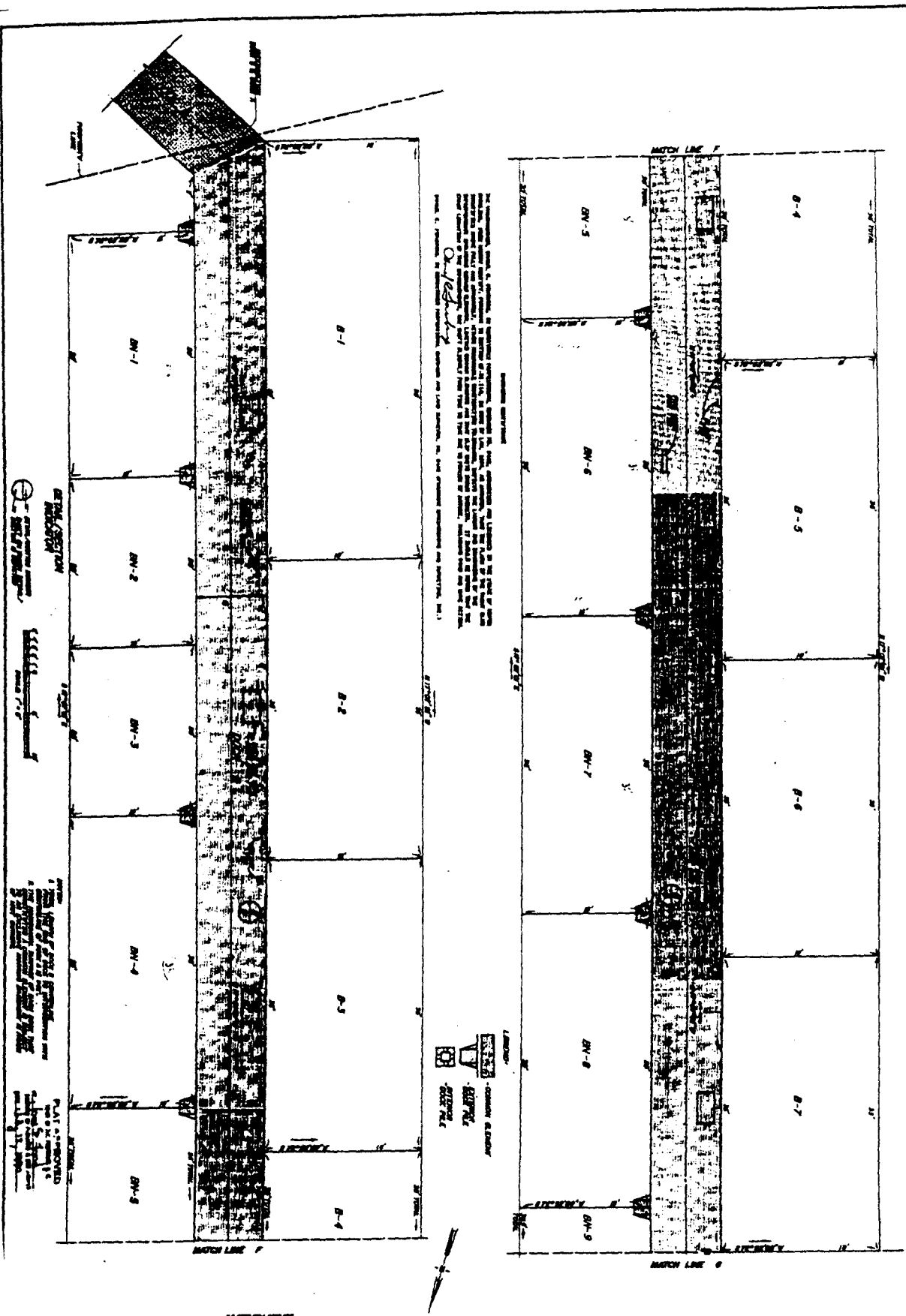


**AMENDMENT TO EXHIBIT E**  
**DOCK A (UNITS A-8 TO A-12), (UNITS AN-8 TO AN-12)**  
**AND A PORTION OF (UNITS A-6 & AN-7)**  
**THE YACHT CLUB AT TOLERS COVE MARINA**  
**HORIZONTAL PROPERTY REGIME**  
**TOWN OF MT PLEASANT CHARLESTON COUNTY, SOUTH CAROLINA**

FORSBERG ENGINEERING & SURVEYING, INC.  
 214 1/2 10th Street  
 Charleston, South Carolina 29401



SCALE: 1" = 5'	Prepared by: JLD
DATE: JULY 10, 1980	Checked by: LWR
	Reviewed by: DCJ



THE TOWN OF MT. PLEASANT HAS REVIEWED THE ABOVE MAP AND FINDS IT CONFORMS TO THE REQUIREMENTS OF THE MARINA ACT AND THE MARINA REGULATIONS. THE TOWN ENGINEER HAS REVIEWED THE ABOVE MAP AND FINDS IT CONFORMS TO THE REQUIREMENTS OF THE MARINA ACT AND THE MARINA REGULATIONS. THE TOWN ENGINEER HAS REVIEWED THE ABOVE MAP AND FINDS IT CONFORMS TO THE REQUIREMENTS OF THE MARINA ACT AND THE MARINA REGULATIONS.

PLANNED  
 ENGINEERING  
 ARCHITECTURE  
 INTERIORS  
 LANDSCAPE ARCHITECTURE

AMENDMENT TO

**EXHIBIT E**  
 DOCK B (UNITS B-1 TO B-7), (UNITS BN-1 TO BN-8)  
 AND A PORTION OF (UNIT BN-9)  
 THE YACHT CLUB AT TOLER'S COVE MARINA  
 HORIZONTAL PROPERTY REGIME

**PORSBERG ENGINEERING & SURVEYING, INC.**  
 1015 WEST 10TH STREET  
 CHARLESTON, SOUTH CAROLINA 29401



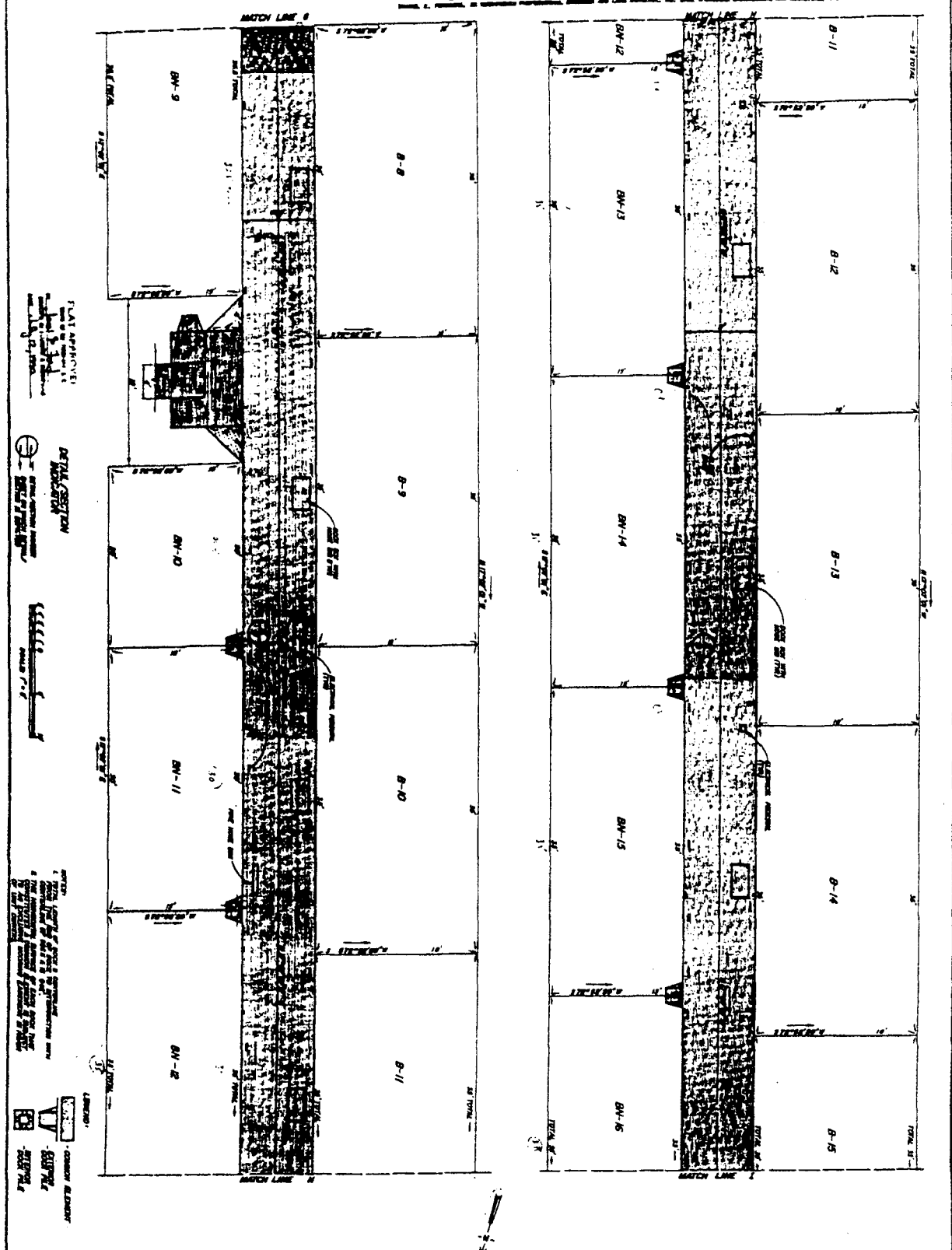
Scale: 1" = 5'	Drawn by: JED
Date: JULY 15, 1990	Checked by: LNR
	Reviewed by: DCT

TOWN OF MT. PLEASANT CHARLESTON COUNTY, SOUTH CAROLINA



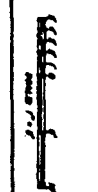
THE ENGINEER, ARCHITECT, OR SURVEYOR PROFESSIONAL REGISTERED IN THE STATE OF SOUTH CAROLINA, HAS EXAMINED THE RECORDS OF THE PROJECT AND HAS DETERMINED THAT THE PLAN OF THE PROJECT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOUTH CAROLINA PLANNING AND ZONING ACT AND THE REQUIREMENTS OF THE SOUTH CAROLINA PLANNING AND ZONING ACT. IT SHALL BE UNDERSTOOD THAT THE ENGINEER, ARCHITECT, OR SURVEYOR IS NOT PROVIDING ANY OTHER SERVICES AND IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT.

*Q. Roberts*

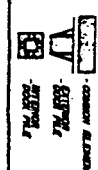


PLAN APPROVED  
 JULY 10, 1990  
 Q. Roberts

DETAIL SECTION  
 SECTION 1  
 SECTION 2



SECTION 3  
 SECTION 4  
 SECTION 5



AMENDMENT  
 TO  
**EXHIBIT E**  
 DOCK B (UNITS B-8 TO B-14), (UNITS BN-9 TO BN-15)  
 AND A PORTION OF (UNITS B-15, BN-9 & BN-15)  
 THE YACHT CLUB AT TOLERS COVE MARINA  
 HORIZONTAL PROPERTY REGIME  
 TOWN OF MT PLEASANT CHARLESTON COUNTY, SOUTH CAROLINA

**FOESBERG ENGINEERING  
 & SURVEYING, INC.**  
 1405 NORTH CHARLESTON STREET  
 CHARLESTON, SOUTH CAROLINA 29405



SCALE: 1" = 5'	DESIGNED BY: JED
DATE: JULY 10, 1990	CHECKED BY: LMR
	APPROVED BY: DCF
DATE:	BY:

PROJECT NO.  
 8-90-9

BKE 19686279

Schedule II

UNIT	LINEAR	IF PHASES	IF PHASES	IF PHASES	IF PHASES	IF PHASES	IF PHASES	IF PHASES	IF PHASES
NO	FEET	I	I & II	I, II & III	I, II, III & IV	I & III	I & IV	I, II & IV	I, III & IV
	VALUE								
C 1	35	0.7328	0.5098	0.5098	0.4498	0.6138	0.6148	0.5108	0.5208
C 2	35	0.7328	0.5098	0.5098	0.4498	0.6138	0.6148	0.5108	0.5208
C 3	35	0.7328	0.5098	0.5098	0.4498	0.6138	0.6148	0.5108	0.5208
C 4	35	0.9158	0.7388	0.6378	0.5628	0.7678	0.7688	0.6308	0.6618
C 5	36	0.9418	0.7578	0.6558	0.5708	0.7898	0.7908	0.6508	0.6798
C 6	35	0.9158	0.7388	0.6378	0.5628	0.7678	0.7688	0.6308	0.6618
C 7	35	0.9158	0.7388	0.6378	0.5628	0.7678	0.7688	0.6308	0.6618
C 8	35	0.9158	0.7388	0.6378	0.5628	0.7678	0.7688	0.6308	0.6618
C 9	35	0.9158	0.7388	0.6378	0.5628	0.7678	0.7688	0.6308	0.6618
C 10	35	0.9158	0.7388	0.6378	0.5628	0.7678	0.7688	0.6308	0.6618
C 11	35	0.9158	0.7388	0.6378	0.5628	0.7678	0.7688	0.6308	0.6618
C 12	37	0.9678	0.7788	0.6738	0.5948	0.8108	0.8118	0.6748	0.6908
C 13	25	0.5238	0.4208	0.3648	0.3218	0.4308	0.4398	0.3648	0.3778
TOTALS	440	11.0308	8.0728	7.6798	6.7758	9.2418	9.2558	7.6078	7.9648

"C" DOCK

UNIT	LINEAR	IP PHASES	IP PHASES	IP PHASES	IP PHASES	IP PHASES	IP PHASES	IP PHASES	IP PHASES
0	PRST	1 & 11	1, 11 & 111	1, 11, 111 & 1V	1 & 111	1 & 1V	1, 11 & 1V	1, 111 & 1V	1, 111 & 1V
0	PRST	VALUE							
D 1	30	0.7000	0.6310	0.5460	0.4020	0.6570	0.6500	0.5160	0.5660
D 2	30	0.7000	0.6310	0.5460	0.4020	0.6570	0.6500	0.5160	0.5660
D 3	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 4	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 5	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 6	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 7	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 8	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 9	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 10	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 11	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 12	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 13	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 14	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 15	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 16	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 17	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 18	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 19	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 20	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 21	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 22	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 23	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 24	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 25	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 26	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 27	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 28	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 29	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 30	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 31	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 32	35	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 33	30	0.9930	0.7990	0.6910	0.6100	0.8200	0.8330	0.6920	0.7170
D 34	30	0.9930	0.7990	0.6910	0.6100	0.8200	0.8330	0.6920	0.7170
D 35	25	0.5230	0.4200	0.3600	0.3210	0.4300	0.4390	0.3600	0.3710

\*D\* DOCE

UNIT #	LINMAR PKBT	VALUR	IV PHASMS I	IV PHASMS I & II	IV PHASMS I, II & III	IV PHASMS I, II, III & IV	IV PHASMS I & III	IV PHASMS I & IV	IV PHASMS I, II & IV	IV PHASMS I, III & IV
*B* DOCK										
R 1	25	2,500	0.6530	0.5260	0.4550	0.4010	0.5400	0.5400	0.4550	0.4720
R 2	25	2,500	0.6530	0.5260	0.4550	0.4010	0.5400	0.5400	0.4550	0.4720
R 3	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 4	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 5	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 6	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 7	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 8	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 9	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 10	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 11	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 12	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 13	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 14	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 15	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 16	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 17	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 18	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 19	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 20	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 21	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 22	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 23	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 24	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 25	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 26	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 27	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 28	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 29	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 30	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
R 31	38	3,800	0.9930	0.7990	0.6910	0.6100	0.8320	0.8350	0.6920	0.7170
R 32	38	3,800	0.9930	0.7990	0.6910	0.6100	0.8320	0.8330	0.6920	0.7170
R 33	22	1,500	0.3920	0.3150	0.2730	0.2410	0.3290	0.3290	0.2730	0.2830
TOTALS	1,120	9112,100	29.3000	23.5600	20.3900	17.9960	24.5560	24.5060	20.4190	21.1560

BKE 195PG282

UNIT	LINEAR	IP PHASES	IP PHASES	IP PHASES	IP PHASES	IP PHASES	IP PHASES	IP PHASES	IP PHASES
Q	PREY	VALUE	I & II	I, II & III	I, II, III & IV	I & III	I & IV	I, II & IV	I, III & IV
C 1	35	2,800	0.7328	0.5898	0.4498	0.6138	0.6188	0.5188	0.5288
C 2	35	2,800	0.7328	0.5898	0.4498	0.6138	0.6188	0.5188	0.5288
C 3	35	2,800	0.7328	0.5898	0.4498	0.6138	0.6188	0.5188	0.5288
C 4	35	3,500	0.9158	0.7368	0.5628	0.7678	0.7688	0.6388	0.6618
C 5	36	3,600	0.9418	0.7578	0.5788	0.7898	0.7908	0.6568	0.6798
C 6	35	3,500	0.9158	0.7368	0.5628	0.7678	0.7688	0.6388	0.6618
C 7	35	3,500	0.9158	0.7368	0.5628	0.7678	0.7688	0.6388	0.6618
C 8	35	3,500	0.9158	0.7368	0.5628	0.7678	0.7688	0.6388	0.6618
C 9	35	3,500	0.9158	0.7368	0.5628	0.7678	0.7688	0.6388	0.6618
C 10	35	3,500	0.9158	0.7368	0.5628	0.7678	0.7688	0.6388	0.6618
C 11	35	3,500	0.9158	0.7368	0.5628	0.7678	0.7688	0.6388	0.6618
C 12	31	3,700	0.9678	0.7788	0.5948	0.8188	0.8198	0.6748	0.6988
C 13	25	2,000	0.5238	0.4288	0.3218	0.4388	0.4398	0.3688	0.3778
TOTALS	448	842,200	11.8108	8.8728	6.7758	9.2448	9.2558	7.6878	7.9648

\*C' DOCK

BKE 19686279

Schedule II

UNIT	LINE#	IP PHASES	IP PHASES	IP PHASES	IP PHASES	IP PHASES	IP PHASES	IP PHASES	IP PHASES
#	PRY	VALUR	I & II	I, II & III	I, II, III & IV	I & III	I & IV	I, II & IV	I, III & IV
"C" DOCK									
C 1	35	2,800	0.7320	0.5090	0.5090	0.6130	0.6140	0.5100	0.5280
C 2	35	2,800	0.7320	0.5090	0.5090	0.6130	0.6140	0.5100	0.5280
C 3	35	2,800	0.7320	0.5090	0.5090	0.6130	0.6140	0.5100	0.5280
C 4	35	3,500	0.9150	0.7300	0.6370	0.7670	0.7680	0.6300	0.6610
C 5	36	3,600	0.9410	0.7570	0.6550	0.7890	0.7900	0.6500	0.6790
C 6	35	3,500	0.9150	0.7300	0.6370	0.7670	0.7680	0.6300	0.6610
C 7	35	3,500	0.9150	0.7300	0.6370	0.7670	0.7680	0.6300	0.6610
C 8	35	3,500	0.9150	0.7300	0.6370	0.7670	0.7680	0.6300	0.6610
C 9	35	3,500	0.9150	0.7300	0.6370	0.7670	0.7680	0.6300	0.6610
C 10	35	3,500	0.9150	0.7300	0.6370	0.7670	0.7680	0.6300	0.6610
C 11	35	3,500	0.9150	0.7300	0.6370	0.7670	0.7680	0.6300	0.6610
C 12	37	3,700	0.9670	0.7700	0.6730	0.8100	0.8110	0.6710	0.6900
C 13	25	2,000	0.5230	0.4200	0.3600	0.4300	0.4300	0.3600	0.3770
TOTALS	410	\$42,200	11.9300	8.8720	7.6790	9.2400	9.2550	7.6070	7.9600



UNIT	LINBAR	VALUE	IP PHASES I	IP PHASES I & II	IP PHASES I, II & III	IP PHASES I, II, III & IV	IP PHASES I & III	IP PHASES I & IV	IP PHASES I, II & IV	IP PHASES I, III & IV
D 1	30	3,000	0.7000	0.6310	0.5600	0.4920	0.6570	0.6500	0.5400	0.5660
D 2	30	3,000	0.7000	0.6310	0.5600	0.4920	0.6570	0.6500	0.5400	0.5660
D 3	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 4	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 5	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 6	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 7	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 8	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 9	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 10	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 11	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 12	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 13	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 14	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 15	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 16	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 17	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 18	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 19	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 20	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 21	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 22	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 23	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 24	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 25	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 26	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 27	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 28	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 29	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 30	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 31	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 32	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
D 33	30	3,000	0.9930	0.7990	0.6910	0.6100	0.8330	0.8330	0.6920	0.7170
D 34	30	3,000	0.9930	0.7990	0.6910	0.6100	0.8330	0.8330	0.6920	0.7170
D 35	25	2,000	0.5230	0.4200	0.3600	0.3210	0.4300	0.4300	0.3600	0.4300

10° DOCK

UNIT #	LINKER PRTY	VALUE	1P PHASES I	1P PHASES I & II	1P PHASES I, II & III	1P PHASES I, II, III & IV	1P PHASES I & III	1P PHASES I & IV	1P PHASES I, II & IV	1P PHASES I, III & IV
B 1	25	2,500	0.6536	0.5268	0.4550	0.4018	0.5400	0.5100	0.4550	0.4728
B 2	25	2,500	0.6536	0.5268	0.4550	0.4018	0.5400	0.5100	0.4550	0.4728
B 3	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 4	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 5	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 6	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 7	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 8	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 9	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 10	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 11	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 12	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 13	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 14	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 15	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 16	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 17	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 18	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 19	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 20	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 21	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 22	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 23	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 24	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 25	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 26	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 27	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 28	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 29	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 30	35	3,500	0.9156	0.7368	0.6378	0.5628	0.7678	0.7600	0.6300	0.6618
B 31	30	3,000	0.9936	0.7998	0.6918	0.6108	0.8328	0.8338	0.6928	0.7178
B 32	30	3,000	0.9936	0.7998	0.6918	0.6108	0.8328	0.8338	0.6928	0.7178
B 33	22	1,500	0.3928	0.3158	0.2738	0.2418	0.3238	0.3238	0.2738	0.2838
TOTALS	1,120	9112,100	29,3008	23,5608	20,3908	17,9968	24,5588	21,5068	20,4198	21,1568

"B" DOCK

UNIT #	LIBRAR	UNIT	IP PHASES	IP PHASES	IP PHASES	IP PHASES	IP PHASES	IP PHASES	IP PHASES	IP PHASES
	PORT	VALUE	I & II	I, II & III	I, II, III & IV	I & III	I & IV	I, II & IV	I, III & IV	I, III & IV
P 1	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
P 2	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
P 3	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
P 4	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
P 5	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
P 6	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
P 7	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
P 8	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
P 9	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
P 10	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
P 11	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
P 12	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
P 13	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
P 14	35	3,500	0.9150	0.7360	0.6370	0.5620	0.7670	0.7600	0.6300	0.6610
P 15	30	1,000	0.9930	0.7990	0.6910	0.6100	0.8320	0.8330	0.6920	0.7170
P 16	30	3,000	0.9930	0.7990	0.6910	0.6100	0.8320	0.8330	0.6920	0.7170
P 17	22	1,500	0.3920	0.3150	0.2710	0.2410	0.3290	0.3290	0.2710	0.2810
TOTALS	500	850,100	15,1060	12,2150	10,5720	9,3270	12,7270	12,7430	10,5030	10,9550

"P" DOCK

SKE

196PG284

UNIT	LINBAR	IV PHASES	IV PHASES	IV PHASES	IV PHASES	IV PHASES	IV PHASES	IV PHASES	IV PHASES	IV PHASES
0	PREP	I	I & II	I, II & III	I, II, III & IV	I, II, III & IV	I & III	I & IV	I, II & IV	I, III & IV
0	PREP	VALUE	VALUE	VALUE	VALUE	VALUE	VALUE	VALUE	VALUE	VALUE
CH 1	35	2,100	0.5098	0.4470	0.3020	0.3370	0.4600	0.4610	0.3030	0.3950
CH 2	35	2,100	0.5098	0.4420	0.3020	0.3370	0.4600	0.4610	0.3030	0.3950
CH 3	35	2,100	0.5098	0.4420	0.3020	0.3370	0.4600	0.4610	0.3030	0.3950
CH 4	25	1,500	0.3920	0.3150	0.2730	0.2010	0.3250	0.3250	0.2730	0.2830
CH 5	20	1,000	0.2610	0.2100	0.1020	0.1610	0.2150	0.2150	0.1020	0.1090
CH 6	34	1,700	0.4040	0.3570	0.3090	0.2730	0.3720	0.3730	0.3100	0.3210
CH 7	35	1,750	0.4570	0.3600	0.3100	0.2010	0.3030	0.3040	0.3150	0.3300
CH 8	35	1,750	0.4570	0.3600	0.3100	0.2010	0.3030	0.3040	0.3150	0.3300
CH 9	35	1,750	0.4570	0.3600	0.3100	0.2010	0.3030	0.3040	0.3150	0.3300
CH 10	35	1,750	0.4570	0.3600	0.3100	0.2010	0.3030	0.3040	0.3150	0.3300
CH 11	35	1,750	0.4570	0.3600	0.3100	0.2010	0.3030	0.3040	0.3150	0.3300
CH 12	35	1,750	0.4570	0.3600	0.3100	0.2010	0.3030	0.3040	0.3150	0.3300
TOTAL	394	821,000	5.4090	4.4150	3.0210	3.3710	4.6000	4.6000	3.0250	3.9630

\*CH\* DOCK (NONSERVICE SLIPS)

BKE 196 PG 285

schedule III

Dock Description

UNIT	LINEAR	VALUE	IF PHASES	IF PHASES	IF PHASES	IF PHASES	IF PHASES	IF PHASES	IF PHASES	IF PHASES
1	PART		1	1 & II	1, II & III	1, II, III & IV	1 & IV	1, II & IV	1, III & IV	
A 1	45.5	4,200	0.7648	0.6748	0.9208	0.7938	0.7938	0.7938	0.7938	0.7938
A 2	42	4,200	0.7648	0.6748	0.9208	0.7938	0.7938	0.7938	0.7938	0.7938
A 3	42	4,200	0.7648	0.6748	0.9208	0.7938	0.7938	0.7938	0.7938	0.7938
A 4	40	4,000	0.7208	0.6428	0.8768	0.7558	0.7558	0.7558	0.7558	0.7558
A 5	40	4,000	0.7208	0.6428	0.8768	0.7558	0.7558	0.7558	0.7558	0.7558
A 6	40	4,000	0.7208	0.6428	0.8768	0.7558	0.7558	0.7558	0.7558	0.7558
A 7	40	4,000	0.7208	0.6428	0.8768	0.7558	0.7558	0.7558	0.7558	0.7558
A 8	40	4,000	0.7208	0.6428	0.8768	0.7558	0.7558	0.7558	0.7558	0.7558
A 9	40	4,000	0.7208	0.6428	0.8768	0.7558	0.7558	0.7558	0.7558	0.7558
A 10	40	4,000	0.7208	0.6428	0.8768	0.7558	0.7558	0.7558	0.7558	0.7558
A 11	40	4,000	0.7208	0.6428	0.8768	0.7558	0.7558	0.7558	0.7558	0.7558
A 12	40	4,000	0.7208	0.6428	0.8768	0.7558	0.7558	0.7558	0.7558	0.7558
A 13	60	6,000	1.0928	0.9638	1.3168	1.1328	1.1328	1.1328	1.1328	1.1328
TOTALS	519.5	954,500	9.9358	0.7658	11.9608	10.3058	10.3058	10.3058	10.3058	10.3058

\*1<sup>st</sup> DOCK

UNIT	LINEAR	VALUE	IF PHASES I	IF PHASES I & II	IF PHASES I, II & III	IF PHASES I, II, III & IV	IF PHASES I & III	IF PHASES I & IV	IF PHASES I, II & IV	IF PHASES I, III & IV
B 1	50	5,000	1.9518	0.9109	0.0028	0.9118				
B 2	35	3,500	0.7368	0.6378	0.5628	0.6388				
B 3	35	3,500	0.7368	0.6378	0.5628	0.6388				
B 4	35	3,500	0.7368	0.6378	0.5628	0.6388				
B 5	35	3,500	0.7368	0.6378	0.5628	0.6388				
B 6	35	3,500	0.7368	0.6378	0.5628	0.6388				
B 7	35	3,500	0.7368	0.6378	0.5628	0.6388				
B 8	35	3,500	0.7368	0.6378	0.5628	0.6388				
B 9	35	3,500	0.7368	0.6378	0.5628	0.6388				
B 10	35	3,500	0.7368	0.6378	0.5628	0.6388				
B 11	35	3,500	0.7368	0.6378	0.5628	0.6388				
B 12	35	3,500	0.7368	0.6378	0.5628	0.6388				
B 13	35	3,500	0.7368	0.6378	0.5628	0.6388				
B 14	35	3,500	0.7368	0.6378	0.5628	0.6388				
B 15	35	3,500	0.7368	0.6378	0.5628	0.6388				
B 16	35	3,500	0.7368	0.6378	0.5628	0.6388				
B 17	35	3,500	0.7368	0.6378	0.5628	0.6388				
B 18	35	3,500	0.7368	0.6378	0.5628	0.6388				
B 19	34	3,400	0.7158	0.6198	0.5468	0.6198				
B 20	36	2,800	0.6058	0.5248	0.4628	0.5258				
TOTALS	715	670,700	14.0118	12.0798	11.3638	12.0938				

\*B\* DOC#

UNIT    LINEAR    PART    VALUE    1P PHASES    1P PHASES    1P PHASES    1P PHASES    1P PHASES    1P PHASES    1P PHASES    1P PHASES

\*6" DOCK

G	1	35	3,500	0.9150	0.7368	0.6378	0.5628	0.7678	0.7608	0.6308	0.6618
G	2	35	3,500	0.9150	0.7368	0.6378	0.5628	0.7678	0.7608	0.6308	0.6618
G	3	35	3,500	0.9150	0.7368	0.6378	0.5628	0.7678	0.7608	0.6308	0.6618
G	4	35	3,500	0.9150	0.7368	0.6378	0.5628	0.7678	0.7608	0.6308	0.6618
G	5	35	3,500	0.9150	0.7368	0.6378	0.5628	0.7678	0.7608	0.6308	0.6618
G	6	35	3,500	0.9150	0.7368	0.6378	0.5628	0.7678	0.7608	0.6308	0.6618
G	7	30	3,000	0.9930	0.7998	0.6918	0.6108	0.8328	0.8338	0.6928	0.7178
G	8	30	3,000	0.9930	0.7998	0.6918	0.6108	0.8328	0.8338	0.6928	0.7178
TOTALS	206		920,600	7.4750	6.0138	5.2808	4.5918	6.2658	6.2738	5.2098	5.3908



BKE 196 PG 2 RD

UNIT	LINKAGE	PERCENT	VALUE	IP PHASES	IP PHASES	IP PHASES	IP PHASES	IP PHASES	IP PHASES	IP PHASES	IP PHASES
1	PHASE			1	1 & 11	1, 11 & 111	1, 11, 111 & 1111	1 & 111	1 & 111	1, 11 & 111	1, 111 & 1111
AN 1	35		2,100	0.3028	0.3376	0.4609	0.3968	0.3968	0.3968	0.3968	0.3968
AN 2	30		1,800	0.3208	0.2891	0.3968	0.3968	0.3968	0.3968	0.3968	0.3968
AN 3	30		1,800	0.3208	0.2891	0.3968	0.3968	0.3968	0.3968	0.3968	0.3968
AN 4	30		1,800	0.3208	0.2891	0.3968	0.3968	0.3968	0.3968	0.3968	0.3968
AN 5	29		1,710	0.3178	0.2791	0.3818	0.3818	0.3818	0.3818	0.3818	0.3818
AN 6	30		1,350	0.2668	0.2178	0.2968	0.2968	0.2968	0.2968	0.2968	0.2968
AN 7	35		1,575	0.2878	0.2538	0.3458	0.3458	0.3458	0.3458	0.3458	0.3458
AN 8	35		1,575	0.2878	0.2538	0.3458	0.3458	0.3458	0.3458	0.3458	0.3458
AN 9	35		1,575	0.2878	0.2538	0.3458	0.3458	0.3458	0.3458	0.3458	0.3458
AN 10	35		1,575	0.2878	0.2538	0.3458	0.3458	0.3458	0.3458	0.3458	0.3458
AN 11	25		1,125	0.2058	0.1818	0.2468	0.2468	0.2468	0.2468	0.2468	0.2468
AN 12	35		1,300	0.2378	0.2091	0.2858	0.2858	0.2858	0.2858	0.2858	0.2858
TOTALS	384		\$19,315	3.5158	3.1018	4.2318	3.9458	3.9458	3.9458	3.9458	3.9458

\*AN\* DOCS (NONREVENUE SLIPS)

\*NEW DOCS (HONORARIUM SLIPS)

UNIT	LIBRARY	VALUE	IP PHASES I	IP PHASES I & II	IP PHASES I, II & III	IP PHASES I, II, III & IV	IP PHASES I & III	IP PHASES I & IV	IP PHASES I, II & IV	IP PHASES I, III & IV
BN 1	29	1,745	0.2628	0.2278	0.2008	0.2278	0.1548	0.1548	0.1548	0.1548
BN 2	70	845	0.1708	0.1548	0.1368	0.1548	0.1548	0.1548	0.1548	0.1548
BN 3	70	845	0.1708	0.1548	0.1368	0.1548	0.1548	0.1548	0.1548	0.1548
BN 4	35	1,535	0.3238	0.2798	0.2468	0.2798	0.2468	0.2468	0.2468	0.2468
BN 5	35	1,535	0.3238	0.2798	0.2468	0.2798	0.2468	0.2468	0.2468	0.2468
BN 6	35	1,535	0.3238	0.2798	0.2468	0.2798	0.2468	0.2468	0.2468	0.2468
BN 7	35	1,535	0.3238	0.2798	0.2468	0.2798	0.2468	0.2468	0.2468	0.2468
BN 8	35	1,535	0.3238	0.2798	0.2468	0.2798	0.2468	0.2468	0.2468	0.2468
BN 9	35.5	1,535	0.3238	0.2798	0.2468	0.2798	0.2468	0.2468	0.2468	0.2468
BN 10	20	900	0.1098	0.1668	0.1468	0.1668	0.1468	0.1468	0.1468	0.1468
BN 11	10	1,350	0.2048	0.2468	0.2178	0.2468	0.2178	0.2178	0.2178	0.2178
BN 12	35	1,575	0.3318	0.2878	0.2538	0.2878	0.2538	0.2538	0.2538	0.2538
BN 13	35	1,575	0.3318	0.2878	0.2538	0.2878	0.2538	0.2538	0.2538	0.2538
BN 14	35	1,575	0.3318	0.2878	0.2538	0.2878	0.2538	0.2538	0.2538	0.2538
BN 15	35	1,575	0.3318	0.2878	0.2538	0.2878	0.2538	0.2538	0.2538	0.2538
BN 16	35	1,575	0.3318	0.2878	0.2538	0.2878	0.2538	0.2538	0.2538	0.2538
TOTAL	504.5	922,270	4.6028	4.0528	3.5758	4.0528	3.5758	3.5758	4.0568	4.0568

UNIT LINBAR PORT VALUE IP PHASES I IP PHASES I & II IP PHASES I, II & III IP PHASES I, II, III & IV IP PHASES I & IV IP PHASES I & II IP PHASES I, II & IV IP PHASES I, II, III & IV

UNIT	LINBAR	PORT	VALUE	IP PHASES I	IP PHASES I & II	IP PHASES I, II & III	IP PHASES I, II, III & IV	IP PHASES I & IV	IP PHASES I & II	IP PHASES I, II & IV	IP PHASES I, II, III & IV	
1	32		3,200				0.5100		0.7020		0.5030	0.6010
2	35		3,500				0.5620		0.7600		0.5300	0.6610
3	35		3,500				0.5620		0.7600		0.5300	0.6610
4	35		3,500				0.5620		0.7600		0.5300	0.6610
5	35		3,500				0.5620		0.7600		0.5300	0.6610
6	36		3,600				0.5700		0.7800		0.5500	0.6700
7	34		3,400				0.5460		0.7460		0.5100	0.6420
8	35		2,000				0.4090		0.6100		0.5100	0.5200
9	35		2,000				0.4490		0.6400		0.5100	0.5200
10	35		2,000				0.4490		0.6400		0.5100	0.5200
11	35		1,750				0.2010		0.3010		0.2100	0.3000
CALC	120		39,000				6.2610		0.5910		7.1040	7.3000
TOTALS	502		\$13,350				11.7750		16.0070		13.3610	13.0030

\* COMMERCIAL UNIT "A" (MARINA STORM, DOCK MASTER'S SHED, YARD DOCK, SEWAGE PUMP-OUT AND BOAT LIFT)

TOTAL	6,710	9622,915	100.0000	100.0000	100.0000	100.0000	100.0000	100.0000	100.0000	100.0000	100.0000
ALL SLIPS											
TOTAL VALUE IP PHASE I				9302,600							
TOTAL VALUE IP PHASES I & II				9475,650							
TOTAL VALUE IP PHASES I, II & III				9549,565							
TOTAL VALUE IP PHASES I, II, III & IV				9622,915							
TOTAL VALUE IP PHASES I & III				9456,515							
TOTAL VALUE IP PHASES I & IV				9455,150							
TOTAL VALUE IP PHASES I & II & IV				9519,000							
TOTAL VALUE IP PHASES I, III & IV				9529,065							

FUEL & TRANSFERS

STATE OF SOUTH CAROLINA	)	THIRD AMENDMENT TO MASTER DEED
	)	FOR THE YACHT CLUB AT TOLER'S COVE
COUNTY OF CHARLESTON	)	MARINA HORIZONTAL PROPERTY REGIME

WHEREAS, by its Master Deed dated April 7, 1989, and recorded April 7, 1989, in the R.M.C. Office for Charleston County, South Carolina, in Book L-183, at Page 034 (the "Master Deed"), the Yacht Club at Toler's Cove Marina Limited Partnership, a South Carolina limited partnership (the "Declarant") created and established on the property described therein (the "Property") the Yacht Club at Toler's Cove Marina Horizontal Property Regime (the "Regime");

WHEREAS, the Master Deed was amended by the First Amendment to Master Deed dated August 29, 1989, and recorded in the R.M.C. Office for Charleston County in Book C-187, at Page 828;

WHEREAS, the Master Deed was amended by the Second Amendment to Master Deed for the Yacht Club at Toler's Cove Marina Horizontal Property Regime dated August 29, 1990, and recorded August 29, 1990, in the R.M.C. Office for Charleston County in Book E-196, at Page 274;

WHEREAS, the Regime has entered into that certain Indenture dated November 14, 1991, and recorded in the R.M.C. Office for Charleston County in Book T211 at Page 063 by and between Jeannette Creek Limited Partnership, a South Carolina limited partnership, the Declarant and the Regime pursuant to which certain easements are abandoned by the Declarant;

HUTCHESON & WARREN  
P. O. BOX 1254  
CHARLESTON, SC 29402

BKE 196 PG 292

*amend/master deed  
24.00  
C*

FILED, INDEXED & RECORDED

*E196-274*

90 AUG 29 PM 3:56 ✓

REGISTER OF THE CONVEYANCE  
CHARLESTON COUNTY, S.C.

*JE  
LT*

TMS VERIFIED
BAC <i>FH</i>
DTM <i>8-31-90</i>
<i>530-00-00-171 then 231</i>

Recorded this *29* day of *AUG* 19*90*  
On Property Record Card

*Pauline S. Koper*

Auditor Charleston County

WHEREAS, in Article XX, Section 20.3 of the Master Deed Declarant conveys to the Regime certain easement rights which are abandoned in the Indenture;

WHEREAS, the Regime desires to release the easement rights granted in the Master Deed in order to conform with the Indenture as provided in Article V of the Indenture;

WHEREAS, Section 16.1 of the Master Deed provides that the Master Deed shall be amended by a vote of Co-Owners owning seventy-five percent (75%) of the Units in the regime; and

WHEREAS, the Co-Owners have voted to amend the Master Deed as set forth herein and have authorized the Declarant to file this Third Amendment to the Master Deed;

NOW, THEREFORE, the Master Deed is hereby amended in accordance with the terms and provisions of Article V of the Indenture. Except to the extent specifically amended herein by this Third Amendment to Master Deed, all of the terms and provisions of the Master Deed and the First Amendment and the Second Amendment thereto shall continue in full force and effect and shall apply to the Units described herein and the Unit owners in the same manner and to the same extent as they applied to the Property which has previously been submitted to the Regime and the owners of all Units which are a part thereof.

IN WITNESS WHEREOF, the Declarant has set its hand and seal  
this 7th day of February, 1992.

WITNESSES:

THE YACHT CLUB AT TOLER'S COVE  
MARINA LIMITED PARTNERSHIP, a  
~~South Carolina Limited Partnership~~

Elizabeth L. Russell

Elizabeth W. Seale

By: Stuart E. Huston

Stuart E. Huston  
Its: General Partner

(2029)





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 THE YACHT CLUB AT TOLER'S COVE MARINA LIMITED PARTNERSHIP, by Stuart E. Huston, its General Partner, sign, seal, and as its act and deed, deliver the within written Third Amendment to Master Deed for The Yacht Club at Toler's Cove Marina Horizontal Property Regime, and that (s)he with the other above-subscribed witnessed the execution thereof.

Elizabeth L. Russell

SWORN to before me this  
7th day of February, 1992.

Elizabeth W. Steele  
Notary Public for South Carolina  
My Commission Expires: Oct 14, 1994

NOW, THEREFORE, the Master Deed is hereby amended in accordance with the terms and provisions of Section 12.11 of the Master Deed to add the following to the Regime:

Phase II consisting of real property described on Exhibit E to the Master Deed and thirty-six (36) Units, being Unit B-1 through and including Unit B-20 and Unit BN-1 through and including Unit BN-16, all as shown on Plot Plans thereof attached as Exhibit E to the Master Deed and Phase III consisting of real property described on Exhibit E and twenty-five (25) Units, being Unit A-1 through and including Unit A-13 and Unit AN-1 through and including Unit AN-12, all as shown on Plot Plans attached as Exhibit E to the Master Deed.

In accordance with Section 12.11 of the Master Deed, attached as Exhibit A to this Fourth Amendment is a new certification of the Plot Plans.

Except to the extent specifically amended herein by this Fourth Amendment, all of the terms and provisions of the Master Deed and First, Second and Third Amendments shall continue in full force and effect and shall apply to the Units described herein and the Unit owners 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 Units which are a part thereof.

IN WITNESS WHEREOF, the Declarant has set its hand and seal this 16th day of February, 1995.

WITNESSES:

Elizabeth W. Todd  
Nancy Myers

THE YACHT CLUB AT TOLER'S COVE  
MARINA LIMITED PARTNERSHIP

BY: [Signature]  
Stuart E. Huston  
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 The Yacht Club at Toler's Cove Marina Limited Partnership, by Stuart E. Huston, its General Partner, sign, seal, and as its act and deed, deliver the within written instrument, and that (s)he with the other above-subscribed witness witnessed the execution thereof.

Elizabeth W. Deull

SWORN TO before me this  
16th day of February, 1995

Kerry Miller


Notary Public for South Carolina  
My Commission Expires: April 12 2001

NOTARY PUBLIC FOR SOUTH CAROLINA  
My commission expires April 12, 2001

EXHIBIT AEngineer's Certificate

The undersigned, Daniel C. Forsberg, SC Registered Professional Engineer, No. 8402, authorized and licensed in the State of South Carolina, does hereby certify pursuant to Section 27.31.110, S.C. Code of Laws, 1976, as amended, that the plans of The Yacht Club at Tolers Cove Marina Horizontal Property Regime attached as Exhibit E to the Master Deed for The Yacht Club at Tolers Cove Marina Horizontal Property Regime dated April 7, 1989 and recorded in the RMC Office for Charleston County on April 7, 1989 in Book L-183 at Page 034 fully and accurately, within reasonable construction tolerances, depict the layout and dimensions of the improvements, including common elements, limited common elements, and boat slip units shown therein. It should be noted that the exact location of the improvements, may shift slightly from time to time due to forces of nature, including wind and wave action. D.C.F.

Done this 16th day of January, 1995.

  
\_\_\_\_\_  
Daniel C. Forsberg, S.C. Registered  
Professional Engineer and Land Surveyor,  
No. 8402 (Forsberg Engineering and  
Surveying, Inc.)

STATE OF SOUTH CAROLINA ) FIFTH AMENDMENT TO MASTER DEED FOR  
 ) THE YACHT CLUB AT TOLER'S COVE  
 COUNTY OF CHARLESTON ) MARINA HORIZONTAL PROPERTY REGIME

WHEREAS, by its Master Deed dated April 7, 1989 and recorded April 7, 1989 in the RMC Office for Charleston County, South Carolina, in Book L-183 at Page 034, The Yacht Club at Toler's Cove Marina Limited Partnership, a South Carolina Limited Partnership (the "Declarant") created and established on the property described therein (the "Property") The Yacht Club at Toler's Cove Marina Horizontal Property Regime (the "Regime"); and

WHEREAS, the Master Deed was amended by the First Amendment to Master Deed dated August 29, 1989 and recorded in the RMC Office for Charleston County in Book C-187 at Page 828; by Second Amendment to Master Deed dated August 29, 1990 and recorded August 29, 1990 in the RMC Office for Charleston County in Book E-196 at Page 274; by Third Amendment to Master Deed dated February 7, 1992 and recorded on March 19, 1992 in the RMC Office for Charleston County in Book T-211 at Page 130; by Fourth Amendment to Master Deed dated February 16, 1995 and recorded February 17, 1995 in the RMC Office for Charleston County in Book R-252 at Page 719; and

WHEREAS, the Master Deed as amended is hereinafter referred to as (the "Master Deed"); and

WHEREAS, Section 16.1 of the Master Deed provides that the Master Deed shall be amended only by vote of Co-Owners owning 75% of the Units at any meeting of the Council of Co-Owners called for such purpose; and

WHEREAS, Declarant owns greater than 75% of the Units; and

WHEREAS, a meeting of the Council of Co-Owners has been duly called and held and a vote of Co-Owners owning greater than 75% of the Units has voted in favor of Amendments No. One and Two described below; and

WHEREAS, the unanimous consent of all Co-Owners has been obtained with respect to Amendment No. Three below;

NOW, THEREFORE, the Master Deed is hereby amended as follows:

1. Amendment One. The fifth sentence of Section 20.3(a) shall be deleted and the following substituted in lieu thereof:

Such easement and encroachment rights shall be the full and unrestricted, but non-exclusive, easements described in the Warranty Deed, as amended by the Easement Agreement dated November 6, 1987, and recorded in Book Z170, page 881 in the RMC Office for Charleston County and the Indenture dated November 14, 1991, and recorded in Book T211 at page 063 in the RMC Office for Charleston County, but only as to those certain areas described on and for the specific purposes designated "Shaded Area is Phase I" on Exhibit H attached hereto, but saving and excepting from said areas as to which the easement and encroachment rights are granted that certain piece, parcel and tract of land shown as "Parcel C, Phase 6 Future Development 1.066 Ac." on Exhibit H.

2. Amendment Two. The third and fourth sentences of Section 10.4 shall be deleted and the following substituted in lieu thereof:

The controlling depth of the Regime property constituting Common Elements and the entrance channel shall not be less than an average overall depth of five (5) feet provided that with respect to the 12 units having unit numbers AN1-12, the 16 units having unit numbers BN1-16 and the 7 units having unit numbers CN5-12, there shall be no requirement of any controlling depth with respect to such units or with respect to Common Elements abutting and adjacent to such units. Except as provided with respect to the 12 AN units, the 16 BN units and the 7 CN units, if the controlling depth of the Regime property constituting Common Elements and the entrance channel shall be determined to be less than an average depth of five (5) feet, then the Council of Co-Owners or its designated agents shall take the necessary steps to dredge the Regime property constituting Common Elements and the entrance channel to a minimum overall average depth of eight (8') feet.

3. Amendment Three. The Declarant having obtained the unanimous written consent of the Co-Owners of all of the Units, copies of such consents being attached as Exhibit A hereto, Section 16.1 of the Master Deed is deleted in its entirety and the following substituted in lieu thereof:

Section 16.1 Amendments: Except for the rights of Declarant to amend the Master Deed as hereinafter provided, this Master Deed shall be amended only by vote of Co-Owners owning 75 percent (75%) of the Units, at any meeting of the Council of Co-Owners duly called for such purpose, following written notice to all Co-Owners, except that no such amendment shall change the undivided interest in the Common Elements appurtenant to any Unit which has been conveyed by Declarant to a third party or the allocation of any Limited Common Element appertaining thereto, the liability for Common Expenses appertaining thereto, or rights to Common Profits appertaining thereto. Notwithstanding the foregoing, neither this Article XVI nor Article XXII hereof may be amended without the consent of the Declarant.

So long as the boundaries, percentage interest, undivided interest in the Common Elements, allocation of any Limited Common Elements, right to Common Profits and liability for Common Expenses are not affected with respect to any Unit not owned by Declarant, Declarant shall have the right, so long as Declarant is the owner of any Unit, to amend, from time to time, this Master Deed in Declarant's sole discretion without notice in order to change the boundaries of any and all Units owned by Declarant. Declarant shall evidence such change in boundaries by filing an amendment to Exhibit F revising the basic values of the Unit(s) affected and the percentage interests appertaining to said Unit(s).

No amendment shall be effective until recorded in the Register Mesne Conveyance Office for Charleston County, South Carolina.

Except to the extent specifically amended herein by this Fifth Amendment to Master Deed, all of the terms and provisions of the Master Deed and the First, Second, Third and Corrective Fourth Amendment shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has set its hand and seal this 17th day and August, 1995.

WITNESSES:

George C. Evans  
Andy J. Wally

THE YACHT CLUB AT TOLER'S COVE  
MARINA LIMITED PARTNERSHIP

By: Toler's Cove Corporation, General Partner

By: Stuart E. Huston  
Stuart E. Huston, President



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 The Yacht Club at Toler's Cove Marina Limited Partnership, by Toler's Cove Corporation, its General Partner, sign, seal, and as its act and deed, deliver the within written instrument, and that (s)he with the other above-subscribed witness witnessed the execution thereof.

George C. Evans

SWORN TO me this  
17<sup>th</sup> day of August, 1995.

Christy S. Welch  
Notary Public for South Carolina  
My Commission Expires Jan 18, 2003

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

SIXTH AMENDMENT TO MASTER DEED  
FOR THE YACHT CLUB AT TOLER'S  
COVE MARINA HORIZONTAL PROPERTY  
REGIME

WHEREAS, by its Master Deed dated April 7, 1989, recorded in Book L-183, Page 34, in the RMC Office for Charleston County, The Yacht Club at Toler's Cove Marina Limited Partnership, South Carolina Limited Partnership (Declarant) created and established on the property described therein (Property) The Yacht Club at Toler's Cove Marina Horizontal Property Regime (Regime); and

WHEREAS, heretofore there have been five (5) amendments to the Master Deed recorded in Book C-187, Page 828, Book E-196, Page 274, Book T-211, Page 180, Book R-252, Page 719, and in Book T-258, Page 381, in the RMC Office for Charleston County, and

WHEREAS, the Fifth Amendment to the Master Deed, inter alia, provides:

So long as the boundaries, percentage interest, undivided interest in the Common Elements allocation of any Limited Common Elements, right to Common Profits and liability for Common Expenses are not affected with respect to any Unit now owned by Declarant, Declarant shall have the right, so long as Declarant is the owner of any Unit, to amend, from time to time, this Master Deed in Declarant's sole discretion without notice in order to change the boundaries of any and all Units owned by Declarant. Declarant shall evidence such change

UNIT #	LINEAR FEET	VALUE	IF PHASE I	IF PHASES I & II	IF PHASES I, II, & III	IF PHASES I, II, III, & IV	IF PHASES I & III	IF PHASES I & IV	IF PHASES I, II & IV	IF PHASES I, III, & IV
"FUEL & TRANSIENT"										
T 1	32	3,200				0.514%		0.702%	0.583%	0.604%
T 2	35	3,500				0.562%		0.768%	0.638%	0.661%
T 3	35	3,500				0.562%		0.768%	0.638%	0.661%
T 4	35	3,500				0.562%		0.768%	0.638%	0.661%
T 5	35	3,500				0.562%		0.768%	0.638%	0.661%
T 6	36	3,600				0.578%		0.790%	0.656%	0.679%
T 7	34	3,400				0.546%		0.746%	0.619%	0.642%
T 8	35	2,800				0.449%		0.614%	0.510%	0.528%
T 9	35	2,800				0.449%		0.614%	0.510%	0.528%
T 10	35	2,800				0.449%		0.614%	0.510%	0.528%
TN 11	35	1,750				0.281%		0.384%	0.319%	0.330%
CA*	120	39,000				6.261%		8.554%	7.104%	7.360%
TOTALS	502	73,350				11.775%		16.087%	13.361%	13.843%

\*COMMERCIAL UNIT "A" (Marina Store, Dock Master's Shed, Fuel Dock, Sewage Pump-Out and Boat Lift)

TOTAL 2,127,013 624,185  
ALL SLIPS

TOTAL VALUE IF PHASE I 382,600  
TOTAL VALUE IF PHASES I & II 475,650  
TOTAL VALUE IF PHASES I, II & III 549,565  
TOTAL VALUE IF PHASES I, II, III & IV 622,915  
TOTAL VALUE IF PHASES I & III 456,515  
TOTAL VALUE IF PHASES I & IV 455,950  
TOTAL VALUE IF PHASES I, II & IV 549,000  
TOTAL VALUE IF PHASES I, III & IV 529,865

UNIT #	LINEAR FEET	VALUE	IF PHASE I	IF PHASES I & II	IF PHASES I, II, & III	IF PHASES I, II, III, & IV	IF PHASES I & III	IF PHASES I & IV	IF PHASES I, II & IV	IF PHASES I, III, & IV
"A" DOCK										
A 1	45.5	4,200			0.764%	0.674%	0.920%			0.793%
A 2	42	4,200			0.764%	0.674%	0.920%			0.793%
A 3	42	4,200			0.764%	0.674%	0.920%			0.793%
A 4	40	4,000			0.728%	0.642%	0.876%			0.755%
A 5	60	6,000			1.092%	0.963%	1.314%			1.132%
A 6	Intentionally Left Out				0.000%	0.000%	0.000%			0.000%
A 7	60	6,000			1.092%	0.963%	1.314%			1.132%
A 8	40	4,000			0.728%	0.642%	0.876%			0.755%
A 9	40	4,000			0.728%	0.642%	0.876%			0.755%
A 10	40	4,000			0.728%	0.642%	0.876%			0.755%
A 11	40	4,000			0.728%	0.642%	0.876%			0.755%
A 12	40	4,000			0.728%	0.642%	0.876%			0.755%
A 13	60	6,000			1.092%	0.963%	1.314%			1.132%
TOTALS	549.5	54,600			9.935%	8.765%	11.960%			10.305%

UNIT #	LINEAR FEET	VALUE	IF PHASE I	IF PHASES I & II	IF PHASES I, II, & III	IF PHASES I, II, III, & IV	IF PHASES I & III	IF PHASES I & IV	IF PHASES I, II & IV	IF PHASES I, III, & IV
"AN DOCK " (NONSERVICE SLIPS)										
AN 1	35	2,100			0.382%	0.337%	0.460%		0.383%	
AN 2	30	1,800			0.328%	0.289%	0.394%		0.328%	
AN 3	30	1,800			0.328%	0.289%	0.394%		0.328%	
AN 4	30	1,800			0.328%	0.289%	0.394%		0.328%	
AN 5	29	1,740			0.317%	0.279%	0.381%		0.317%	
AN 6	30	1,350			0.246%	0.217%	0.296%		0.246%	
AN 7	35	1,575			0.287%	0.253%	0.345%		0.287%	
AN 8	35	1,575			0.287%	0.253%	0.345%		0.287%	
AN 9	35	1,575			0.287%	0.253%	0.345%		0.287%	
AN 10	35	1,575			0.287%	0.253%	0.345%		0.287%	
AN 11	25	1,125			0.205%	0.181%	0.246%		0.205%	
AN 12	35	1,300			0.237%	0.209%	0.285%		0.237%	
TOTALS	384	19,315			3.515%	3.101%	4.231%		3.518%	

UNIT #	LINEAR FEET	VALUE	IF PHASE I	IF PHASES I & II	IF PHASES I, II, & III	IF PHASES I, II, III, & IV	IF PHASES I & III	IF PHASES I & IV	IF PHASES I, II & IV	IF PHASES I, III, & IV
"B" DOCK										
B 1	50	5,000		1.051%	0.910%					
B 2	35	3,500		0.736%	0.637%					
B 3	35	3,500		0.736%	0.637%					
B 4	35	3,500		0.736%	0.637%					
B 5	35	3,500		0.736%	0.637%					
B 6	35	3,500		0.736%	0.637%					
B 7	35	3,500		0.736%	0.637%					
B 8	35	3,500		0.736%	0.637%					
B 9	35	3,500		0.736%	0.637%					
B 10	35	3,500		0.736%	0.637%					
B 11	35	3,500		0.736%	0.637%					
B 12	35	3,500		0.736%	0.637%					
B 13	35	3,500		0.736%	0.637%					
B 14	35	3,500		0.736%	0.637%					
B 15	35	3,500		0.736%	0.637%					
B 16	35	3,500		0.736%	0.637%					
B 17	35	3,500		0.736%	0.637%					
B 18	35	3,500		0.736%	0.637%					
B 19	34	3,400		0.715%	0.619%					
B 20	36	2,880		0.605%	0.524%					
TOTALS	715	70,780		14.881%	12.879%					

UNIT #	LINEAR FEET	VALUE	IF PHASE I	IF PHASES I & II	IF PHASES I, II, & III	IF PHASES I, II, III, & IV	IF PHASES I & III	IF PHASES I & IV	IF PHASES I, II & IV	IF PHASES I, III, & IV
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"BN" DOCK (NONSERVICE SLIPS)

BN 1	29	1,245		0.262%	0.227%	0.200%				0.227%
BN 2	20	845		0.178%	0.154%	0.136%				0.154%
BN 3	20	845		0.178%	0.154%	0.136%				0.154%
BN 4	35	1,535		0.323%	0.279%	0.246%				0.280%
BN 5	35	1,535		0.323%	0.279%	0.246%				0.280%
BN 6	35	1,535		0.323%	0.279%	0.246%				0.280%
BN 7	35	1,535		0.323%	0.279%	0.246%				0.280%
BN 8	35	1,535		0.323%	0.279%	0.246%				0.280%
BN 9	35.5	1,535		0.323%	0.279%	0.246%				0.280%
BN 10	20	900		0.189%	0.164%	0.144%				0.164%
BN 11	30	1,350		0.284%	0.246%	0.217%				0.246%
BN 12	35	1,575		0.331%	0.287%	0.253%				0.287%
BN 13	35	1,575		0.331%	0.287%	0.253%				0.287%
BN 14	35	1,575		0.331%	0.287%	0.253%				0.287%
BN 15	35	1,575		0.331%	0.287%	0.253%				0.287%
BN 16	35	1,575		0.331%	0.287%	0.253%				0.287%
TOTALS	504.5	22,270		4.682%	4.052%	3.575%				4.056%

UNIT #	LINEAR FEET	VALUE	IF I	IF PHASES I & II	IF PHASES I, II, & III	IF PHASES I, II, III, & IV	IF PHASES I & III	IF PHASES I & IV	IF PHASES I, II & IV	IF PHASES I, III, & IV
<b>"G" DOCK</b>										
G 1	35	3,500	0.009	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
G 2	35	3,500	0.009	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
G 3	35	3,500	0.009	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
G 4	35	3,500	0.009	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
G 5	35	3,500	0.009	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
G 6	35	3,500	0.009	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
G 7	38	3,800	0.010	0.799%	0.691%	0.610%	0.832%	0.833%	0.692%	0.717%
G 8	38	3,800	0.010	0.799%	0.691%	0.610%	0.832%	0.833%	0.692%	0.717%
TOTALS	286	28,600	7.475%	6.013%	5.204%	4.591%	6.265%	6.273%	5.209%	5.398%



UNIT #	LINEAR FEET	VALUE	IF PHASE I	IF PHASES I & II	IF PHASES I, II, & III	IF PHASES I, II, III, & IV	IF PHASES I & III	IF PHASES I & IV	IF PHASES I, II & IV	IF PHASES I, III, & IV
"CN" DOCK (NONSERVICE SLIPS)										
CN 1	35	2,100	0.549%	0.442%	0.382%	0.337%	0.460%	0.461%	0.383%	0.396%
CN 2	35	2,100	0.549%	0.442%	0.382%	0.337%	0.460%	0.461%	0.383%	0.396%
CN 3	35	2,100	0.549%	0.442%	0.382%	0.337%	0.460%	0.461%	0.383%	0.396%
CN 4	25	1,500	0.392%	0.315%	0.273%	0.241%	0.329%	0.329%	0.273%	0.283%
CN 5	20	1,000	0.261%	0.210%	0.182%	0.161%	0.219%	0.219%	0.182%	0.189%
CN 6	34	1,700	0.444%	0.357%	0.309%	0.273%	0.372%	0.373%	0.310%	0.321%
CN 7	35	1,750	0.457%	0.368%	0.318%	0.281%	0.383%	0.384%	0.319%	0.330%
CN 8	35	1,750	0.457%	0.368%	0.318%	0.281%	0.383%	0.384%	0.319%	0.330%
CN 9	35	1,750	0.457%	0.368%	0.318%	0.281%	0.383%	0.384%	0.319%	0.330%
CN 10	35	1,750	0.457%	0.368%	0.318%	0.281%	0.383%	0.384%	0.319%	0.330%
CN 11	35	1,750	0.457%	0.368%	0.318%	0.281%	0.383%	0.384%	0.319%	0.330%
CN 12	35	1,750	0.457%	0.368%	0.318%	0.281%	0.383%	0.384%	0.319%	0.330%
TOTALS	394	21,000	5.489%	4.415%	3.821%	3.371%	4.600%	4.606%	3.825%	3.963%

UNIT #	LINEAR FEET	VALUE	IF PHASE I	IF PHASES I & II	IF PHASES I, II, & III	IF PHASES I, II, III, & IV	IF PHASES I & III	IF PHASES I & IV	IF PHASES I, II & IV	IF PHASES I, III, & IV
"E" DOCK										
E 1	25	2,500	0.653%	0.526%	0.455%	0.401%	0.548%	0.548%	0.455%	0.472%
E 2	25	2,500	0.653%	0.526%	0.455%	0.401%	0.548%	0.548%	0.455%	0.472%
E 3	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 4	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 5	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 6	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 7	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 8	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 9	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 10	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 11	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 12	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 13	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 14	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 15	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 16	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 17	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 18	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 19	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 20	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 21	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 22	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 23	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 24	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 25	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 26	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 27	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 28	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 29	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 30	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
E 31	38	3,800	0.993%	0.799%	0.691%	0.610%	0.832%	0.833%	0.692%	0.717%
E 32	38	3,800	0.993%	0.799%	0.691%	0.610%	0.832%	0.833%	0.692%	0.717%
E 33	22	1,500	0.392%	0.315%	0.273%	0.241%	0.329%	0.329%	0.273%	0.283%
TOTALS	1128	112,100	29.300%	23.568%	20.398%	17.996%	24.556%	24.586%	20.419%	21.156%

UNIT #	LINEAR FEET	VALUE	IF PHASE I	IF PHASES I & II	IF PHASES I, II, & III	IF PHASES I, II, III, & IV	IF PHASES I & III	IF PHASES I & IV	IF PHASES I, II & IV	IF PHASES I, III, & IV
"F" DOCK										
F 1	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
F 2	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
F 3	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
F 4	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
F 5	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
F 6	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
F 7	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
F 8	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
F 9	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
F 10	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
F 11	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
F 12	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
F 13	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
F 14	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%
F 15	38	3,800	0.993%	0.799%	0.691%	0.610%	0.832%	0.833%	0.692%	0.717%
F 16	38	3,800	0.993%	0.799%	0.691%	0.610%	0.832%	0.833%	0.692%	0.717%
F 17	22	1,500	0.392%	0.315%	0.273%	0.241%	0.329%	0.329%	0.273%	0.283%
TOTALS	588	58,100	15.186%	12.215%	10.572%	9.327%	12.727%	12.743%	10.583%	10.965%

UNIT #	LINEAR FEET	VALUE	IF PHASE I	IF PHASES I & II	IF PHASES I, II, & III	IF PHASES I, II, III, & IV	IF PHASES I & III	IF PHASES I & IV	IF PHASES I, II & IV	IF PHASES I, III, & IV	
"C" DOCK											
C 1	35	2,800	0.732%	0.589%	0.509%	0.449%	0.613%	0.614%	0.510%	0.528%	
C 2	35	2,800	0.732%	0.589%	0.509%	0.449%	0.613%	0.614%	0.510%	0.528%	
C 3	35	2,800	0.732%	0.589%	0.509%	0.449%	0.613%	0.614%	0.510%	0.528%	
C 4	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%	
C 5	36	3,600	0.941%	0.757%	0.655%	0.578%	0.789%	0.790%	0.656%	0.679%	
C 6	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%	
C 7	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%	
C 8	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%	
C 9	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%	
C 10	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%	
C 11	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%	0.661%	
C 12	37	3,700	0.967%	0.778%	0.673%	0.594%	0.810%	0.811%	0.674%	0.698%	
C 13	25	2,000	0.523%	0.420%	0.364%	0.321%	0.438%	0.439%	0.364%	0.377%	
TOTALS	448	42,200	11.030%	8.872%	7.679%	6.775%	9.244%	9.255%	7.687%	7.964%	

UNIT #	LINEAR FEET	VALUE	IF PHASE I	IF PHASES I & II	IF PHASES I, II, & III	IF PHASES I, II, III, & IV	IF PHASES I & III	IF PHASES I & IV	IF PHASES I, II & IV	IF PHASES I, III, & IV
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"D" DOCK

D 1	30	3,000	0.784%	0.631%	0.546%	0.482%	0.657%	0.658%	0.546%
D 2	30	3,000	0.784%	0.631%	0.546%	0.482%	0.657%	0.658%	0.546%
D 3	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%
D 4	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%
D 5	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%
D 6	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%
D 7	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%
D 8	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%
D 9	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%
D 10	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%
D 11	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%
D 12	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%
D 13	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%
D 14	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%
D 15	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%
D 16	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%
D 17	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%
D 18	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%
D 19	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%
D 20	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%
D 21	52.5	5,250	1.372%	1.104%	0.955%	0.843%	1.150%	1.151%	0.956%
D 22	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%
D 23	Intentionally Left Out		0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
D 24	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%
D 25	52.5	5,250	1.372%	1.104%	0.955%	0.843%	1.150%	1.151%	0.956%
D 26	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%
D 27	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%
D 28	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%
D 29	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%
D 30	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%
D 31	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%
D 32	35	3,500	0.915%	0.736%	0.637%	0.562%	0.767%	0.768%	0.638%
D 33	38	3,800	0.993%	0.799%	0.691%	0.610%	0.832%	0.833%	0.692%
D 34	38	3,800	0.993%	0.799%	0.691%	0.610%	0.832%	0.833%	0.692%
D 35	25	2,000	0.523%	0.420%	0.364%	0.321%	0.438%	0.439%	0.364%
TOTALS	1211	120,600	31.521%	25.355%	21.945%	19.361%	26.418%	26.450%	21.967%

in boundaries by filing an amendment to Exhibit F revising the basic values of the Unit(s) affected and the percentage interests appertaining to said Unit(s).

NOW, THEREFORE, Declarant now amends the Master Deed's Exhibit F as follows:

a) "D" Dock and in "A" Dock will contain the number of units set forth on the attached exhibits which are now being made a part and parcel of the Master Deed as if they were set forth herein. These amendments alter and supersede the linear feet, value of the units, and the percentage interests to said units previously set forth in the Master Deed. The said change comes about by the elimination of Unit A-6, in Dock "A" and the elimination of Unit D-23, in Dock "D".

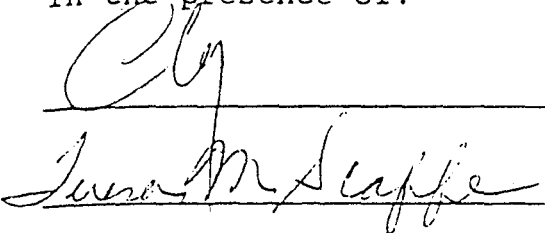
b. Except to the extent specifically amended herein, the remaining terms and provisions of the Master Deed and the previous five (5) amendments thereto shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has set its hand and seal this the 31st day of October, 1995.

In the presence of:

THE YACHT CLUB AT TOLER'S COVE  
MARINA LIMITED PARTNERSHIP.  
BY TOLER'S COVE CORPORATION, as  
GENERAL PARTNER

BY:   
Stuart E. Huston, President

  
Laura M. Scapfe

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

PERSONALLY appeared before me the undersigned witness, who, being sworn, deposes and says that (s)he saw the within named The Yacht Club at Toler's Cove Marina Limited Partnership by Toler's Cove Corporation, its General Partner, by Stuart Huston, President sign, seal and as its act and deed deliver the within instrument and that (s)he with the other witness witnessed the execution thereof.

*James M. Scurie*

Sworn to before me this 31<sup>st</sup>  
day of October, 1995.

*[Signature]* (seal)  
Notary Public for South Carolina

My commission expires 10/18/98