

C. 10/24/82

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

MASTER DEED of TENNIS CLUB VILLAS
HORIZONTAL PROPERTY REGIME

THIS MASTER DEED is made by KIAWAH ISLAND COMPANY LIMITED (subsequently referred to as Grantor), a corporation duly organized and existing under the laws of the Territory of the British Virgin Islands, pursuant to the Horizontal Property Act of South Carolina (Act) for the purpose of creating a horizontal property regime and establishing certain easements, covenants, and restrictions to run with the land submitted to the horizontal property regime.

ARTICLE I
NAME

Section 1.01 Name. The name of the horizontal property regime hereby established shall be Tennis Club Villas Horizontal Property Regime (Regime).

ARTICLE II
THE PROPERTY

Section 2.01 Property. The term Property means and includes the Land described below (and shall include additional phases when subjected to this Master Deed) and all improvements and structures now existing or subsequently placed on the Land and all easements, rights, and appurtenances belonging thereto.

Section 2.02 Land. The term Land means and includes the land owned in fee simple absolute by Grantor described below and shall include the land included in additional phases (Section 2.03) when subjected to this Master Deed. The Land hereby being submitted to a horizontal property regime is described as follows:

All that certain tract of land together with improvements thereon or to be constructed thereon, situate, lying and being on Kiawah Island, Charleston County, South Carolina, containing 1.12 acres, more or less, and designated as "Parcel "A" and shown on a plat thereof by Gifford, Nielson and Williams, Surveyors, dated August 1, 1982 and having latest revision date of October 12, 1982, entitled "Plat of: Parcels A, B, C, Tennis Club Villas, And A Portion Of Tennis Club Lane" and recorded on October 15, 1982 in Plat Book AW, at page 46 in the R.M.C. Office for Charleston County, South Carolina and being more particularly shown on said plat and described as follows:

Commencing at a point marked by a concrete monument on the southeastern right-of-way line of Turtle Point Lane 596.42 feet west of the intersection of the southernmost right-of-way line of Green Dolphin Way measured along the southeastern right-of-way line of Turtle Point Lane, said point being the POINT OF BEGINNING; thence running S00°00'00"W 47.04 feet to a point marked by a concrete monument; thence running S08°16'02"W 118.23 feet to a point marked by a concrete monument; thence running S30°08'29"W 35.85 feet to a point marked by a concrete monument; thence running S59°26'51"W 167.42 feet to a point marked by a concrete monument; thence cornering and running S04°56'35"W 185.69 feet to a point marked by a concrete monument, said point having state

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plane coordinates of N281,522.002, E2,280,204.995; thence cornering and running N90°00'00"W 155.73 feet to a point on the southeastern right-of-way line of Tennis Club Lane, said point being marked by a concrete monument; thence cornering and running along the said right-of-way line of Tennis Club Lane 54.23 feet along the arc of a curved line concave to the northwest having a radius of 92.00 feet and a chord bearing of N31°30'00"E to a point marked by a concrete monument; thence continuing running along said right-of-way line N11°30'00"E 23.53 feet to a point marked by a concrete monument; thence continuing running along said right-of-way line 66.42 feet along the arc of a curved line concave to the southeast having a radius of 65.05 feet and a chord bearing of N40°44'54"E to a point marked by a concrete monument; thence continuing along said right-of-way line 263.51 feet along the arc of a curved line concave to the northwest having a radius of 197.00 feet and a chord bearing of N31°40'39"E to a point marked by a concrete monument; thence continuing along said right-of-way line N06°38'33"W 98.33 feet to a point marked by a concrete monument; thence running along the southeasternmost right-of-way line of Turtle Point Lane 21.81 feet along the arc of a curved line concave to the southeast having a radius of 15.00 feet and a chord bearing of N35°00'33"E to a point marked by a concrete monument; thence continuing along said southeasternmost right-of-way line of Turtle Point Lane N76°39'39"E 34.09 feet to a point marked by a concrete monument; thence continuing along said right-of-way line 74.46 feet along the arc of a curved line concave to the south having a radius of 317.09 feet and chord bearing of N83°23'17"E to a point marked by a concrete monument; thence continuing along said right-of-way line 36.41 feet along the arc of a curved line concave to the north having a radius of 345.82 feet and a chord bearing of N87°06'00"E to a point marked by a concrete monument, said point being the POINT OF BEGINNING.

Section 2.03 Land for Phases TWO through TEN. The land (except the Land included in Section 2.02 above) on which proposed Phases TWO through TEN of the Regime may be built and incorporated into Tennis Club Villas Horizontal Property Regime pursuant to the provisions in Section 3.04 of this Master Deed, is as follows:

All that certain tract of land together with the improvements thereon or to be constructed thereon situate, lying and being on Kiawah Island, Charleston County, South Carolina, containing 9.61 acres, more or less, and designated as "Parcel A" and shown on a plat thereof by Gifford, Nielson and Williams, Surveyors, dated March 29, 1982 and having latest revision date of June 22, 1982, entitled "A Plat Of: The Tennis Club Villas Parcels A and B & The Tennis Club," and recorded on June 23, 1982 in Plat Book AV, at Page 118 in the R.M.C. Office for Charleston County, S.C., and being more particularly shown on said plat and described as follows: SAVING AND EXCEPTING that tract of land described in Section 2.02 hereinabove and a 60' right-of-way for a portion of Turtle Point Lane and Tennis Club Lane, including a cul-de-sac, to traverse the said Parcel A described in this Section 2.03 approximately as shown on Exhibit "I" attached hereto and made a part hereof by reference:

Commencing at a point on the southern right-of-way line of the Kiawah Island Parkway 2,439.95 feet from the intersection of the southern right-of-way line of the Kiawah Island Parkway with the southern right-of-way line of Governor's Drive; thence running S67°15'37"E 76.59 feet to a point; thence running 767.84 feet along the arc of a curved line concave to the southwest having a radius of 926.00 feet and a chord bearing of S43°30'20"E to a point; thence cornering and running N70°14'57"E 34.00 feet to a point marked by a concrete monument; thence running S90°00'00"E 130.75 feet to a point marked by a concrete monument, said point being the POINT OF BEGINNING; thence running S90°00'00"E 94.01 feet to a point marked by a concrete monument; thence cornering and running N00°00'00"E 133.00 feet to a point marked by a

concrete monument; thence cornering and running S90°00'00"E 125.00 feet to a point marked by a concrete monument; thence cornering and running N00°00'00"E 91.00 feet to a point marked by a concrete monument; thence cornering and running S90°00'00"E 147.00 feet to a point marked by a concrete monument; thence cornering and running N00°00'00"E 162.00 feet to a point marked by a concrete monument; thence cornering and running N90°00'00"W 19.00 feet to a point marked by a concrete monument; thence cornering and running N00°00'00"E 264.00 feet to a point marked by a concrete monument; thence running N35°23'31"W 46.62 feet to a point marked by a concrete monument; thence running N90°00'00"W 293.00 feet to a point marked by a concrete monument; thence running N21°41'35"E 294.88 feet to a point marked by concrete monument; thence running S00°00'00"W 42.00 feet to a point marked by a concrete monument; thence cornering and running S90°00'00"E 162.00 feet to a point marked by a concrete monument; thence cornering and running N00°00'00"E 29.00 feet to a point marked by a concrete monument; thence running N52°23'38"E 93.41 feet to a point marked by a concrete monument; thence running S90°00'00"E 41.00 feet to a point marked by a concrete monument; thence cornering and running S00°00'00"W 18.00 feet to a point marked by a concrete monument; thence cornering and running S90°00'00"E 150.00 feet to a point marked by a concrete monument; thence cornering and running S00°00'00"W 189.00 feet to a point marked by a concrete monument; thence cornering and running S90°00'00"E 77.00 feet to a point marked by a concrete monument; thence cornering and running S00°00'00"W 122.00 feet to a point marked by a concrete monument; thence cornering and running S90°00'00"E 18.00 feet to a point marked by a concrete monument; thence running S35°26'41"E 134.50 feet to the point at the western terminus of the northern right-of-way line of Turtle Point Lane marked by a concrete monument; thence running S00°00'00"W 60.39 feet to the point at the western terminus of the southern right-of-way line of Turtle Point Lane marked by a concrete monument; thence running S00°00'00"W 47.04 feet to a point marked by a concrete monument; thence running S08°16'02"W 118.23 feet to a point marked by a concrete monument; thence running S30°08'29"W 35.85 feet to a point marked by a concrete monument; thence running S59°26'51"W 167.22 feet to a point marked by a concrete monument; thence running S04°56'35"W 185.69 feet to a point marked by a concrete monument having state plane coordinates of N281,522.002 E2,280,204.995; thence cornering and running N90°00'00"W 155.00 feet to a point marked by a concrete monument; thence cornering and running S00°00'00"W 65.00 feet to a point marked by a concrete monument; thence running S29°59'55"W 112.00 feet to a point marked by a concrete monument; thence running N90°00'00"W 185.00 feet to a point marked by a concrete monument; thence running N50°00'00"W 136.69 feet to a point marked by a concrete monument, said point being the POINT OF BEGINNING.

ALSO.

All that certain tract of land together with the improvements thereon or to be constructed thereon situate, lying and being on Kiawah Island, Charleston County, South Carolina, containing 6.51 acres, more or less, and designated as "Parcel B" and shown on a plat thereof by Gifford, Nielson and Williams, Surveyors, dated March 29, 1982 and having latest revision date of June 22, 1982, entitled "A Plat Of: The Tennis Club Villas Parcels A and B & The Tennis Club," and recorded on June 23, 1982 in Plat Book AV, at Page 118 in the R.M.C. Office for Charleston County, S.C., and being more particularly shown on said plat and described as follows: SAVING AND EXCEPTING a 60' right-of-way for a portion of Turtle Point Lane and Tennis Club Lane, to traverse the said Parcel B described in this Section 2.03 approximately as shown on Exhibit "I" attached hereto and made a part hereof by reference:

Commencing at the point of intersection of the northeasternmost right-of-way line of Sea Forest Drive and the southeasternmost right-of-way line of the Kiawah Island Parkway, said point being the POINT OF BEGINNING; thence running along the southeasternmost right-of-way line of the Kiawah Island Parkway N20°29'15"E 290.73 feet to a point marked by a concrete monument;

thence turning and running N67°36'08"E 166.18 feet to a point marked by a concrete monument; thence running S90°00'00"E 26.00 feet to a point marked by a concrete monument; thence running S67°27'25"E 114.77 feet to a point marked by a concrete monument; thence cornering and running N43°45'49"E 98.31 feet to a point marked by a concrete monument; thence running S90°00'00"E 106.00 feet to a point marked by a concrete monument; thence turning and running N46°31'15"E 159.86 feet to a point marked by a concrete monument; thence cornering and running S43°55'59"E 119.52 feet to a point marked by a concrete monument; thence turning and running S71°09'42"E 89.81 feet to a point marked by a concrete monument; thence running S90°00'00"E 20.00 feet to a point marked by a concrete monument; thence cornering and running S21°41'35"W 294.88 feet to a point marked by a concrete monument; thence cornering and running N90°00'00"W 305.00 feet to a point marked by a concrete monument; thence cornering and running S00°00'00"W 124.00 feet to a point marked by a concrete monument; thence turning and running S53°50'31"W 128.81 feet to a point marked by a concrete monument; thence turning and running S34°11'44"E 94.30 feet to a point marked by a concrete monument; thence turning and running S31°25'46"W 58.27 feet to a point marked by a concrete monument; thence cornering and running along the northeasternmost right-of-way line of Sea Forest Drive 364.63 feet along the arc of a curved line concave to the southwest having a radius of 960.00 feet and a chord bearing of N56°22'44"W to a point marked by a concrete monument; thence continuing running along said right-of-way line N67°15'37"W 62.83 feet to a point marked by a concrete monument; thence continuing along said right-of-way line 22.97 feet along the arc of a curved line concave to the northeast having a radius of 15.00 feet and a chord bearing of N23°23'11"W to a point marked by a concrete monument, said point being the POINT OF BEGINNING.

ARTICLE III
ADDITIONAL PHASES

Section 3.01 Additional Phases. Grantor hereby reserves to itself, its successors and assigns, the right to develop additional phases of this project on the land described in Section 2.03 hereof, and to include such additional phases as a portion of the Tennis Club Villas Horizontal Property Regime according to the following general description of the plan of development.

Section 3.02 General Description of Additional Phases. The maximum number of additional phases which Grantor may develop as a portion of the Regime is nine (9). Such phases, if developed, shall be constructed on the property described in Section 2.03 hereof. Two or more phases may be combined in a single declaration.

The nine additional phases of Tennis Club Villas Horizontal Property Regime shall consist of a maximum of thirty-two (32) buildings (allowing for the contingency that each Type C-1 and C-2 building may be divided into two buildings, the Type C-1 or C-2 building thus becoming two buildings, each of which is either a Type A-1, Type A-2 or Type B building; but the total number of residential apartments shall remain the same) containing at a maximum a total of one hundred twenty-eight (128) residential apartments, and one utility/storage building containing one utility/storage unit.

PHASE TWO will be constructed on the land as approximately shown as Parcel "B" on the preliminary plat attached as Exhibit "I" hereof, and will contain a total of twelve (12) residential apartments in one Type A-1 building, and two Type A-2 buildings.

PHASE THREE will be constructed on the land as approximately shown as Parcel "C" on the preliminary plat attached as Exhibit "I" hereof, and will contain a total of sixteen (16) residential apartments in one Type C-1 building (which may be divided into two buildings as aforesaid), one Type B building, and one Type A-2 building. PHASE THREE will also contain the Utility/Storage building containing the Utility/Storage Unit.

PHASE FOUR will be constructed on the land as approximately shown as Parcel "D" on the preliminary plat attached as Exhibit "I" hereof, and will contain a total of twelve (12) residential apartments in one Type B building and one Type C-1 building (which may be divided into two buildings as aforesaid).

PHASE FIVE will be constructed on the land as approximately shown as Parcel "E" on the preliminary plat attached as Exhibit "I" hereof, and will contain a total of eight (8) residential apartments in two Type B buildings.

PHASE SIX will be constructed on the land as approximately shown as Parcel "F" on the preliminary plat attached as Exhibit "I" hereof, and will contain a total of twelve (12) residential apartments in one Type A-1 building, and one Type C-2 building (which may be divided into two buildings as aforesaid).

PHASE SEVEN will be constructed on the land as approximately shown as Parcel "G" on the preliminary plat attached as Exhibit "I" hereof, and will contain a total of twelve (12) residential apartments in one Type A-2 building, and one Type C-1 building (which may be divided into two buildings as aforesaid).

PHASE EIGHT will be constructed on the land as approximately shown as Parcel "H" on the preliminary plat attached as Exhibit "I" hereof, and will contain a total of twenty (20) residential apartments in three Type B buildings, and one Type C-1 building (which may be divided into two buildings as aforesaid).

PHASE NINE will be constructed on the land as approximately shown as Parcel "I" on the preliminary plat attached as Exhibit "I" hereof, and will contain a total of twenty (20) residential apartments in one Type A-1

building, two Type B buildings, and one Type C-1 building (which may be divided into two buildings as aforesaid).

PHASE TEN will be constructed on the land as approximately shown as Parcel "J" on the preliminary plat attached as Exhibit "I" hereof, and will contain a total of sixteen (16) residential apartments in two Type A-1 buildings, and one Type C-2 building (which may be divided into two buildings as aforesaid).

The division of the land described in Section 2.03 hereof into Parcels "B" through "J" upon which Phases TWO through TEN of the Regime may be constructed is approximately as shown on the preliminary plats attached hereto as Exhibit "I", pages 1 through 3, and made a part hereof by reference. The precise location and dimensions of the parcels may vary as the location of the right-of-way for Tennis Club Lane may be altered during construction due to topography, so as to preserve desired trees or vegetation, or as otherwise deemed desirable by the Grantor to improve the functional or aesthetic character of the project.

An easement approximately twenty (20) feet in width will be reserved in favor of the Kiawah Island Community Association, Inc. for purposes of construction and maintenance of pedestrian and bicycle leisure trails and utility service and maintenance vehicle passage upon, over and across the property described in Section 2.03 hereof, which easement will be shown on the plats and plot plans of later phases affected by such easement.

Section 3.03 Filing Date of Election To Proceed With Future Phases.
Grantor shall elect to commence all or any part of the development of future phases as a part of the Regime on or before December 31, 1984. Should Grantor elect to proceed with all or any part of the development of future phases as a part of the Regime, it shall indicate such election by filing, prior to December 31, 1984 ("Filing Date") a supplemental declaration to this Master Deed containing the information prescribed in Section 3.04. Should Grantor elect not to proceed with all or any part of the future phases as a part of the Regime, it may indicate such irrevocable election by filing, prior to December 31, 1984, a declaration containing the information prescribed in Section 3.05 hereof. The failure of Grantor to file, prior to the Filing Date, either declaration specified in this Article III will constitute an irrevocable decision not to develop such phase as part of the Regime. Failure to file either declaration shall in no way affect any

provisions, conditions, restrictions, rights, duties or privileges, expressed or implied in the Master Deed and retained by or for the benefit of Grantor, its successors and assigns, or the Co-owners, their respective heirs, successors and assigns.

Section 3.04 Declaration of Election To Proceed With Future Phases.

The declaration of Grantor's election to proceed with the development of all or any part of the future phases as part of the Regime shall include a statement from Grantor specifying the phase developed, and a general description of the number and type of apartments included in such future phases of development. The declaration shall identify the property submitted to the Regime and include all information required to be included within a Master Deed by the Act effective at such time as such declaration may be filed.

Section 3.05 Election Not To Proceed With Future Phases.

The declaration of Grantor's election not to proceed with the development of all or any part of the future phases shall be substantially in the following form:

**Ex Parte Grantor in Re: Tennis Club Villas
Horizontal Property Regime**

Pursuant to the Master Deed establishing Tennis Club Villas Horizontal Property Regime, recorded in the R.M.C. Office, Charleston County in Deed Book _____, at Page _____, and subject to all the provisions, conditions, restrictions, rights, duties, and privileges contained therein, Grantor being the sole owner, as Grantor under said Master Deed or successor in title to said Grantor, of fee simple title to land described as Parcel _____ in Section _____ of such Master Deed, does hereby declare the irrevocable decision of Grantor, its successors and assigns, not to develop PHASE _____ of Tennis Club Villas Horizontal Property Regime or any part thereof. This declaration shall in no way affect any provisions, restrictions, conditions, rights, duties, or privileges, expressed or implied in the Master Deed and retained by or for the benefit of either Grantor, its successors and assigns, Tennis Club Villas Horizontal Property Regime, its successors and assigns, or the Co-owners, their respective heirs, successors, and assigns.
This _____ day of _____, 19____. (SEAL)

Section 3.06 Recording of Declaration.

Any declaration filed pursuant to Section 3.04 or 3.05 above shall be deemed ineffectual until it is filed in the Office of the Register of Mesne Conveyances for Charleston County, South Carolina, and it shall be indexed in the grantor index under the name of said Grantor or its successor in title (if any), and the Regime.

Section 3.07 Future Phases.

Grantor makes the following stipulations regarding development of the above-mentioned future phases:

- a) The quality of construction of any future phases and the apartments therein shall be similar to, or better than, the quality of construction of the present Regime and the apartments therein;
- b) The architectural style of any future phases will be compatible with the architectural style of the present Regime;
- c) The owners of apartments in any future phases will be members of the Council (as defined in Section 5.03) and by acceptance of their deeds will agree to comply with the by-laws, and the administrative rules and regulations adopted pursuant thereto by said Council; and,
- d) The development of any future phase will affect the percentage interest each owner of a Villa in the present Regime enjoys in the Common Elements as shown in Exhibit "D", attached hereto and by reference incorporated herein.

**ARTICLE IV
VILLAS AND COMMON ELEMENTS**

Section 4.01 Buildings and Improvements. Access to the Property is by Turtle Point Lane and Tennis Club Lane.

There are three (3) buildings containing residential apartments (herein "Villas") located on the PHASE ONE Land. The buildings are numbered, for purposes of the Act and this Master Deed as 20, 21 and 24.

The location of the PHASE ONE buildings and other improvements are shown on the plot plan, Exhibit "A", page 1 of 1, attached hereto and incorporated by reference in this Master Deed. Within reasonable construction tolerances, the dimension, area and location of the Villas in the buildings and of the Common Elements affording access to the Villas is shown on the floor plans, Exhibit "B", pages 1 through 13, attached hereto and incorporated by reference in this Master Deed. The exterior of the buildings is shown on the elevations, labeled Exhibit "C", pages 1 through 7, attached hereto and incorporated by reference in this Master Deed.

The Regime will consist of three different types of buildings containing residential Villas, and the mirror image or reverse configuration of two of the type buildings. Each of the buildings has two floor or levels and is classified according to the kind and number of residential Villas occurring therein. For purposes of this Master Deed and the Act, the buildings are designated on Exhibit "D" hereof as Type A-1, Type A-2 (the

reverse configuration of Type A-1), Type B, Type C-1, and Type C-2 (the reverse configuration of Type C-1).

The Regime will also contain a Utility/Storage Building, in which building the Utility/Storage Unit will be located.

PHASE ONE consists of three buildings: one Type A-1 building and two Type A-2 buildings. Building Types B, C-1 and C-2 appear only in later phases of development.

There are six Villa configurations within the Regime which are designated as "1", "1R", "2", "2R", "3" and "3R". Each Villa configuration is described in Exhibit "R" attached hereto and made a part hereof by reference.

Each Villa is designated according to its configuration on Exhibit "D", pages 1 through 7, attached hereto and by reference incorporated herein.

The locations of the PHASE ONE buildings are shown on the plot plan, Exhibit "A", and the buildings are designated according to type on Exhibit "D" hereof. Building 20 is a Type A-1 building and Buildings 21 and 24 are Type A-2 buildings.

The total ground area covered by all PHASE ONE buildings is approximately 8,222 square feet (0.189 acre), and approximately the following ground area lies under each building, including its decks and porches:

Building 20 (Type A-1) 2,743 square feet (.063 acre)
 Building 21 (Type A-2) 2,736 square feet (.063 acre)
 Building 24 (Type A-2) 2,743 square feet (.063 acre)

The PHASE ONE parking area consists of 7,577 square feet (0.174 acre) of asphalt paving. The balance of the PHASE ONE land, including landscaping and improvements thereon, consists of 32,988 square feet (0.757 acres).

The dimensions (within reasonable construction tolerances) of each building and the locations of the exterior stairs providing access to each building and the apartments therein are shown on the floor plans attached to this Master Deed as Exhibit "B".

Each building, including all types, is of wood frame construction on a foundation of spread footings and concrete piers and wood girders. The exterior of each building is of cedar shingles. Roofs are of cedar shingles. All buildings have wood beams and wood joists; wood girders; treated wood entrance decks and porches; cypress exterior trim, including lattices, and cypress handrails. The exterior of each type building is shown on the elevations labeled Exhibit "C" hereof. Air conditioner

compressors are situated on wooden platforms on piles located at one end of each building (both ends of Type C-1 and Type C-2 buildings) as shown on the Exhibit "A" plot plan. Bicycle storage areas are located under each building, one of which storage areas is assigned to each Villa as set forth on Exhibit "B" hereof.

The Utility/Storage building is of wood frame construction on a concrete slab and is shown on page 13 of the plans attached as Exhibit "B" hereof. The exterior of the Utility/Storage building is of cedar shingle and has a roof of cedar shingles. Mail receptacles are contained in the Utility/Storage building.

Section 4.02 Utility/Storage Unit. The Grantor reserves title unto itself in and to the following utility/storage unit ("Utility/Storage Unit") which is designated for the purpose of any conveyance, lease, or other instrument affecting the title thereof as the Utility/Storage Unit.

The Utility/Storage Unit encompasses and includes the space of that portion of the Utility/Storage building designated above and is bounded as follows:

- a) by the upper surface of the subfloor; and
- b) by the interior surfaces of all wall studs; the unfinished inside surface of door frames; the unfinished, exterior surface of doors leading to and from the Utility/Storage Unit; and
- c) by the lower surface of all ceiling joists.

The Utility/Storage Unit consequently and further includes the following:

- a) all exterior doors except for their finished, exterior surface, all gypsum board,
- b) all interior paint and finishes, including all floor coverings, and all shelves, cabinets, or other woodwork and trim,
- c) all interior lighting fixtures,
- d) all electric, and other wiring, and all receptacles, switches, and breaker boxes contained in the floors, walls, and ceilings bounding the Utility/Storage Unit, and
- e) all conduits for wiring serving the Utility/Storage Unit exclusively.

The Utility/Storage Unit does not include the mailing facilities and access thereto (as shown on page 13 of Exhibit "B") located within the Utility/Storage building.

The Utility/Storage Unit may be used for the storage of linens and other janitorial supplies and for purposes of storing lawn mowers, ladders and such other equipment as may be desired, but shall not be used for residential purposes.

The Utility/Storage Unit consists of two rooms. There are two electric car chargers located in one room of the Utility/Storage Unit. The graphic description and area of the Utility/Storage Unit is shown on the floor plans, Exhibit "E", page 13 of 13, attached hereto and by reference incorporated herein.

Section 4.03 Villas. There are twelve (12) residential apartments in PHASE ONE known and designated as Villas, and each is designated for the purpose of any conveyance, lease, or other instrument affecting the title thereof by a four-digit number. The location within the buildings and the number of each Villa is shown on the plot plan, Exhibit "A", attached hereto and by reference incorporated herein. The graphic description and area of each Villa is shown on the floor plans, Exhibit "E", pages 1 through 13, attached hereto and by reference incorporated herein.

Each Villa is designated according to configuration on Exhibit "D" attached hereto and by reference incorporated herein. Each Villa configuration is specifically described in Exhibit "E", pages 1 through 6, attached hereto and by reference incorporated herein, and each Villa is generally described hereinbelow.

A Villa encompasses and includes the space of that portion of the building which is designated on Exhibit "A" hereof by a four-digit number and is bounded as follows:

- a) by the upper surface of the subfloor; and
- b) by the interior surfaces of all wall studs; the unfinished inside surface of door and window frames; the unfinished, exterior surface of doors leading to and from the Villa and the interior surface of window and door glass; and
- c) by the lower surface of all ceiling joists.

A Villa consequently and further includes the following:

- a) all exterior doors except for their finished, exterior surface, and all interior doors,
- b) all gypsum board,
- c) all window and door screens,
- d) all interior paint and finishes, whether applied to floors, walls, ceilings, handrails, cabinets, or other woodwork and trim,
- e) all carpet and underlay, sheet vinyl and underlay, and other floor coverings,
- f) all ceramic and glazed tile,
- g) smoke detectors,
- h) all built-in cabinets and shelves,

- 1) all interior lighting fixtures and the bulbs used in exterior lighting fixtures,
- 2) all recirculating fans including the fan/light fixture in each bathroom, and their vent and outlet cap,
- 3) the heating, ventilation, and air conditioning system (including the condensing units) serving the Villa exclusively,
- 4) all electric, telephone, and other wiring, and all receptacles, switches, and breaker boxes contained in the floors, walls, and ceilings bounding the Villa,
- 5) all water, drain, sewer, and vent pipes and all conduits for wiring serving the Villa exclusively,
- 6) the following appliances: oven/range with a range hood above, refrigerator/freezer with icemaker, dishwasher, garbage disposal, clothes washer, and clothes dryer, and
- 7) water heater and plumbing fixtures.

Section 4.04 Common Elements. All portions of the Property not encompassed and included within the Villas and the Utility/Storage Unit are common elements (Common Elements).

Section 4.05 Limited Common Elements. The Limited Common Elements are those Common Elements which are appurtenant to and reserved for the use of a single Villa or group of Villas to the exclusion of other Villas and the Utility/Storage Unit as follows:

- a) the surface area and railings of porches and decks, are reserved for use with the Villas from which they are solely directly accessible by normal means, or provide only access thereto,
- b) exterior light fixtures are reserved for use with the Villas having switches to control them,
- c) door and window glass of each Villa or the Utility/Storage Unit,
- d) the bicycle storage area assigned to each Villa as set forth on Exhibit "B", and
- e) all screens, except window and door screens.

Section 4.06 General Common Elements. General Common Elements include the following:

- a) the Land,
- b) pilings, girders, fastenings, framing, subfloors, concrete floors, exterior walls, sheathing, insulation, siding, shingles, trim, awnings, platforms upon which air conditioning equipment is located, and roofs,
- c) all access decks, stairs, attics, common storage areas, roads, driveways and parking areas, sidewalks and walkways, landscaping, landscape lighting, load-bearing and non-load bearing walls, decks and porches (except for those portions of the decks and porches herein declared to be Limited Common Elements), and common mailbox facilities, and
- d) all other portions or parts of the Property not described in this Article as being included in a Villa or the Utility/Storage Unit, and not described in this Article as a Limited Common Element.

Section 4.07 Plot Plan, Floor Plans and Elevation Plans. The plot plan showing the location of the buildings and other improvements for PHASE ONE is attached hereto as page 1 of 1 of Exhibit "A", and incorporated herein by reference. The floor plans showing the dimensions, area and location of each Villa and the Utility/Storage Unit is attached hereto as pages 1 through 13 of Exhibit "B" and incorporated herein by reference. The elevation plans showing the dimensions, area and locations of Common Elements affording access to each Villa and the Utility/Storage Unit are shown as pages 1 through 7 of Exhibit "C" attached hereto and incorporated herein by reference.

Section 4.08 Percentage of Ownership. The value of the PHASE ONE Property is \$1,680,000.00 and the value of each Villa is as set out in pages 1 through 7 of Exhibit "D" attached hereto and incorporated by reference. Exhibit "D" also contains the value of each Villa and the Utility/Storage Unit for each phase of development. These values are fixed for the sole purpose of complying with the Act to establish percentage of ownership for purposes of ownership of the Common Elements and liability for Common Expense assessments and voting rights and shall not prevent each Co-owner (as defined in Article V, Section 5.01 hereof) from fixing a different circumstantial value to his Villa or the Utility/Storage Unit in all sorts of acts and contracts.

Section 4.09 Ownership of Common Elements. An undivided ownership interest in the Common Elements, expressed as a percentage based upon the relation of the value of the Villa or the Utility/Storage Unit to the value of the Property in Exhibit "D" attached hereto and by reference incorporated herein, is appurtenant to each Villa and the Utility/Storage Unit. This undivided interest in the Common Elements shall not be separated from the Villa or the Utility/Storage Unit to which it appertains and shall be deemed to be conveyed or encumbered with the Villa or the Utility/Storage Unit even though the interest is not expressly mentioned or described in the deed or other instrument. Such percentage shall not be altered without the acquiescence of all the Co-owners.

ARTICLE V
SYSTEM OF ADMINISTRATION OF THE REGIME

Section 5.01 Co-owner. The term Co-owner means an individual, firm, corporation, partnership, association, trust, other legal entity, or any combination thereof which owns a Villa or the Utility/Storage Unit.

Section 5.02 Voting. On all matters relating to the Regime upon which a vote of the Co-owners is conducted, each Co-owner shall be entitled to cast the number of votes set out in Exhibit "D". The affirmative vote of the Co-owners owning fifty-one per cent or more of the value of the Property shall be required to adopt decisions unless this Master Deed or Bylaws require a different percentage for a particular act or decision.

Section 5.03 Council, Board of Directors, and Manager. Each Co-owner shall be a member of and constitute the Council of Co-owners (Council), an association which shall act by and through a board of directors (Board of Directors) elected by and from the Co-owners. The Council shall employ a management agent (Manager) for the Regime.

The Co-owners (at any time upon the affirmative vote of a majority of the Co-owners) may incorporate the Council in accordance with the Act, and in such event the name of the corporation shall be Tennis Club Villas Council of Co-owners unless such name is not available for use by a corporation.

Section 5.04 Bylaws and Regulations. The Council and the administration of the Regime shall be governed by (1) the bylaws (Bylaws) attached to this Master Deed as Exhibit "E" and hereby incorporated by reference, and (2) any regulations (Regulations) adopted pursuant to the Bylaws. The Bylaws may be modified or amended only in the manner set forth in Article XI of this Master Deed.

ARTICLE VI
COMMON EXPENSES

Section 6.01 Liability of Co-owners. The Co-owners of the Villas and the Utility/Storage Unit are bound to contribute in proportion to their respective interests in the Common Elements set out in Exhibit "D" toward the following expenses (Common Expenses):

- a) those expenses of maintaining, repairing, or replacing the Common Elements as qualified by Article VI, Section 6.04 of the Bylaws;
- b) insurance premiums paid by the Council in accordance with the provisions of this Master Deed and the Bylaws;
- c) indemnification of Board of Directors, members, and Council officers as provided in Article XI, Section 11.04 of the Bylaws; and,
- d) any other expense (including contributions to reserve funds) lawfully agreed upon by the Council as necessary to the operation, administration, and preservation of the Regime.

The liability of each Co-owner for the Common Expenses shall be limited to the amounts for which he is assessed from time to time in accordance with

the Act, this Master Deed, and the Bylaws. No Co-owner may exempt himself from contributing toward the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of his Villa or the Utility/Storage Unit.

Section 6.02 Liability of Purchaser. The purchaser of a Villa or the Utility/Storage Unit (other than a purchaser at a foreclosure sale as described in Section 6.04 of this Article) shall be jointly and severally liable with the seller for the latter's pro-rata share of Common Expenses up to the time of the conveyance, without prejudice to the purchaser's right to recover from the seller the amounts paid by the purchaser as such joint debtor. The Council shall issue to any purchaser upon request a statement of any amounts due by the seller of any Villa or the Utility/Storage Unit, and the purchaser's liability under this paragraph shall be limited to the amount as set forth in the statement.

Section 6.03 Lien on Villa or the Utility/Storage Unit for Unpaid Assessments. All sums assessed but unpaid for the share of the Common Expenses chargeable to any Villa or the Utility/Storage Unit shall constitute a lien on the Villa or the Utility/Storage Unit and, upon the sale of a Villa or the Utility/Storage Unit, shall first be paid out of the sales price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:

- a) tax liens in favor of any assessing unit for taxes which are past due and unpaid, and
- b) the lien of any first mortgage duly recorded.

This lien may be foreclosed by suit by the Manager or the Board of Directors, acting on behalf of the Council, in like manner as a mortgage of real property. In any such foreclosure the Co-owner shall be required to pay a reasonable rent for the Villa or the Utility/Storage Unit after the commencement of the foreclosure action, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the rent. The Manager or the Board of Directors, acting on behalf of the Council, shall have power to bid in at any foreclosure sale and to acquire, hold, lease, mortgage, encumber, and convey a Villa or the Utility/Storage Unit.

Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving this lien.

Section 6.04 Foreclosure. Where the mortgagee or other purchaser of a Villa or the Utility/Storage Unit obtains title as a result of the foreclosure of a mortgage, or by deed in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Co-owners chargeable to such Villa or the Utility/Storage Unit accruing after the date of recording such mortgage but prior to the acquisition of title by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Co-owners, including such acquirer and his successors and assigns.

Section 6.05 Records. The Manager or the Board of Directors shall keep, or cause to be kept, a book with a detailed account, in chronological order, of the receipts and expenditures affecting the Property and its operation, administration, and preservation, and specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred. Both the book and the vouchers accrediting the entries made thereupon shall be available for examination by all the Co-owners at convenient hours on working days.

**ARTICLE VII
EASEMENTS, COVENANTS, AND RESTRICTIONS**

Section 7.01 Use of Property. Each Co-owner shall be entitled to the exclusive ownership and possession of his Villa or the Utility/Storage Unit and may use the Common Elements in accordance with the purposes for which they were intended without hindering or infringing upon the lawful rights of other Co-owners. The Board of Directors shall resolve any question regarding the intended use of the Common Elements.

Section 7.02 Future Easements. The Board of Directors may grant easements for the benefit of the Property, and each Co-owner, by the acceptance of the deed to his Villa or the Utility/Storage Unit, grants to the Board of Directors an irrevocable power of attorney to execute, deliver, and record for and in the name of each Co-owner, such instruments as may be necessary and proper to the granting of such easements.

Section 7.03 Encroachments. If any portion of the Common Elements now encroaches upon any Villa or the Utility/Storage Unit, or if any Villa or the Utility/Storage Unit now encroaches upon any other Villa or or upon any portion of the Common Elements, or if any such encroachment shall occur as a result of (a) the settling or shifting of the land or any improvements, (b)

the repair, alteration, construction, or reconstruction of the Common Elements made by or with the consent of the Council, (c) the repair or construction of a Villa or the Utility/Storage Unit following damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for its maintenance.

Section 7.04 Right of Access. The Council shall have the irrevocable right, to be exercised by the Manager or the Board of Directors, to have access to each Villa or the Utility/Storage Unit from time to time during reasonable hours as may be necessary to permit the inspection, maintenance, repair, or replacement of any of the Common Elements or for making emergency repairs necessary to prevent damage to the Property.

Section 7.05 Maintenance of Common Elements. The maintenance, repair, and replacement of the Common Elements and the making of any additions or improvements thereto shall be carried out only as provided in the Act, this Master Deed, and the Bylaws.

Section 7.06 Prohibited Work. A Co-owner shall not make any additions or improvements to, or do any work upon the Common Elements or make any structural alteration of his Villa or the Utility/Storage Unit without first (a) having the plans and specifications of such addition, improvement, work, or alteration approved by the Board of Directors, and (b) depositing with the Board funds sufficient (in the sole discretion of the Board) to defray all costs, including attorney's fees, of modifying this Master Deed and recording such modification. The Board of Directors shall not approve any addition or improvement which in the Board's judgment would jeopardize the soundness or safety of the Property or reduce the value of the Property. No change in the exterior appearance of any part of a building shall be allowed unless pursuant to an overall plan adopted by the Board.

Section 7.07 Structural Alterations. Upon two-thirds vote of the Co-Owners, after submission to the Board of detailed plans and specifications and a fixed price contract for the proposed work at a duly called meeting of the Council, the board may be authorized to make, or have structural alterations made, in the General Common Elements and/or Limited Common Elements; provided, however, that any structural alteration of all or part of the Limited Common Elements shall be uniform.

Section 7.08 Partition. The Common Elements shall remain undivided and shall not be the object of an action for partition or division of the co-ownership. Any covenant to the contrary shall be void.

Section 7.09 Covenants. The Property, except as hereinafter noted, is and shall be subject to the following easements, covenants, restrictions, and encumbrances in addition to those shown on the Plot Plan:

- a) Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc. dated December 21, 1977, recorded in Deed Book M-114 at Page 407 in the Office of the R.M.C. of Charleston County, South Carolina, as amended;
- b) Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island, dated December 21, 1977, recorded in Deed Book M-114 at Page 406 in the Office of the R.M.C. of Charleston County, South Carolina, as amended;
- c) Class "B" Covenants for Multi-Family Residential Areas in Kiawah Island dated February 19, 1976, recorded in Deed Book T-108 at Page 340 in the R.M.C. Office of Charleston County, South Carolina (except that these Covenants shall not apply to the Utility/Storage Unit);
- d) an easement in favor of Grantor, its agents, independent contractors, invitees, and assigns for entry into and upon and passage over Regime Property for the purpose of facilitating construction and sale of Villas;
- e) easements for drainage, and pedestrian and bicycle leisure trails, and utility service and maintenance vehicle passage over such portions of the Property as shown on the plat referred to in Article II, Section 2.02 of this Master Deed; and
- f) a construction loan in favor of Wachovia Bank and Trust Company, N.A., recorded in the R.M.C. Office of Charleston County, South Carolina, in Book T128, page 198.

ARTICLE VIII
LIENS

Section 8.01 Attachment. No lien arising subsequent to the recording of this Master Deed while the Property remains subject to the Act shall be effective against the Property. During such period liens or encumbrances shall arise or be created only against each Villa or the Utility/Storage Unit and its appurtenant undivided interest in the Common Elements in the same manner and under the same conditions and in every respect as liens or encumbrances may arise or be created upon or against any other separate parcel of real property subject to individual ownership; provided, that no labor performed or materials furnished with the consent or at the request of a Co-owner, his agent, contractor, or subcontractor shall be the basis for the filing of a mechanic's or materialman's lien against the Villa or the Utility/Storage Unit or any other property of any other Co-owner not expressly consenting to or requesting the same, except that such express consent shall be deemed to be given by each and every Co-owner should the need for emergency repairs arise. Labor performed or materials furnished for the Common Elements, if duly authorized by the Council, the Manager, or the Board of Directors in accordance with the Act, this Master Deed, or the

Bylaws, shall be deemed to be performed or furnished with the express consent of each Co-owner, and shall be the basis for the filing of a mechanic's or materialman's lien against each of the Villas and may be discharged as provided in Section 8.02 of this Article.

Section 8.02 Discharge. In the event a lien against two or more Villas becomes effective, the respective Co-owners may remove their Villa or the Utility/Storage Unit from the lien by payment of a percentage of the secured debt or charge equal to their percentage undivided interest in the Common Elements. Upon payment, discharge, or other satisfaction, the Villa or the Utility/Storage Unit and its undivided interest in the Common Element shall be free and clear of the lien. Such partial payment, satisfaction, or discharge shall not prevent the lienor from proceeding to enforce his rights against any Villa or the Utility/Storage Unit and its appurtenant undivided interest in the Common Elements not so paid, satisfied, or discharged.

Section 8.03 Taxes. Taxes, assessments, and other charges of this State, of any political subdivision, of any special improvement district, or of any other taxing or assessing authority shall be assessed against and collected on each Villa or the Utility/Storage Unit, which shall be carried on the tax books as a separate and distinct entity for that purpose, and not on the buildings or Property as a whole. No forfeiture or sale of the buildings or Property as a whole for delinquent taxes, assessments, or charges shall ever divest or in anywise affect the title to an individual Villa or the Utility/Storage Unit so long as taxes, assessments, and charges on the Villa or the Utility/Storage Unit are currently paid.

**ARTICLE IX
INSURANCE**

The Council shall insure the Property against flood, fire, liability, windstorm and all other risks as are customarily insured against with respect to buildings and improvements similar to the buildings and improvements on the Land.

The contribution of Co-owners toward the expense of the premium for such insurance may be collected in one (1) yearly assessment, in addition to other assessments. The Council shall insure the Property against risks, without prejudice to the right of each Co-owner to insure his Villa or the Utility/Storage Unit on his own account for his own benefit.

**ARTICLE X
RECONSTRUCTION**

Section 10.01 When Required. In case of fire or any other disaster,

the proceeds from any insurance obtained by the Council shall, except as hereinafter provided, be applied to reconstruct the Property, but reconstruction shall not be compulsory where two-thirds or more of the Property is in need of reconstruction. In the latter situation, the Board of Directors shall promptly call a special meeting of the Council to determine whether the Property shall be reconstructed, and reconstruction shall take place only upon the unanimous vote of the Co-owners. In the event that the Co-owners determine not to reconstruct the Property, (a) the Secretary shall execute and record, in the same manner as this Master Deed, a certificate evidencing such decision, and (b) the proceeds shall be delivered pro-rata to the Co-owners entitled to it in accordance with the provisions made in the Bylaws in a check jointly payable to each Co-owner and any applicable mortgagees of the Villa. Any reconstruction shall be carried out as provided in the Bylaws.

Section 10.02 Costs. When the Property is not insured or when the insurance proceeds are insufficient to cover the cost of reconstruction, the rebuilding costs shall be paid as provided in the Bylaws unless decided otherwise by unanimous resolution adopted subsequent to the date on which the fire or other disaster occurred.

ARTICLE XI AMENDMENTS

Section 11.01 Master Deed. This Master Deed may be amended only by written agreement of the Co-owners owning two-thirds of the value of the Property. In no event may the Master Deed be amended so as to deprive the Grantor of any rights granted herein. The provisions of this paragraph shall not be construed as a limitation on the Grantor's rights to file supplemental declarations referred to in Article III hereof to implement additional phases of the Regime. The Grantor reserves the right to make corrective amendments without the vote or consent of Co-owners or their mortgagees.

Section 11.02 Bylaws. The Bylaws may be amended by the affirmative vote of the Co-owners owning two-thirds of the value of the Property.

Section 11.03. Mortgagee Approval. All mortgagees of the Villas (as recorded pursuant to Section 14.01 of the Bylaws) shall be notified at least thirty days prior to action being taken on any proposed amendment to the Master Deed or Bylaws. Such amendment shall not be acted upon nor shall such amendment be effective unless prior to the date scheduled for the vote thereon, the approval thereof by mortgagees of two thirds of the value of

the Property (as set forth on Exhibit "E") at the time of the issuance of the aforesaid notice has been obtained in writing prior to the date of said vote. Provided nevertheless, that the absence of a response by a mortgagee who has been so notified shall be deemed to be the consent of such mortgagee and shall be considered as its affirmation of such amendment to the Master Deed and/or Bylaws, provided further, that the proviso of this sentence shall apply only if such notice to the mortgagees states on the face thereof that a failure to respond shall be deemed to be its consent to the amendment.

Section 11.04 Recording. No amendment to this Master Deed or the Bylaws shall be effective unless and until recorded in the Office of the Register of Mass Conveyance for Charleston County, South Carolina, as required by the Act.

ARTICLE XII
MISCELLANEOUS

Section 12.01 Application. All Co-owners, tenants of Co-owners, employees of Co-owners and tenants, or any other persons that may in any manner use the Property or any part thereof shall be subject to the Act, this Master Deed, the Bylaws, and the Regulations. The easements, covenants, restrictions, and conditions in this Master Deed run with the Property and bind and inure to the benefit of any person having an interest in the Property.

Section 12.02 Compliance. Each Co-owner shall comply strictly with the Bylaws, with the Regulations, and with the covenants, conditions, and restrictions set forth or referred to in this Master Deed or in the deed to his Villa or the Utility/Storage Unit. Failure to comply shall be grounds for a civil action to recover sums due for damages or injunctive relief or both, maintainable by the Manager or the Board of Directors on behalf of the Council or, in a proper case, by an aggrieved Co-owner.

Section 12.03 Waiver. No provision of this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce it, regardless of the number of violations or breaches which may have occurred.

Section 12.04 Conflicts. In the event that any of the provisions of this Master Deed conflict with the provisions of the Act, the Act shall control.

Section 12.05 Regulatory Documents. The Regime shall be administered in accordance with the Master Deed, Bylaws of the Council and such other regulations as may from time to time be promulgated by the Council and/or Board.

Section 12.06 Actual Location Controls. In interpreting any and all provisions of this instrument, the exhibits attached hereto, and subsequent deeds and mortgages to individual Villas and the Utility/Storage Unit, the actual location of the Villa or the Utility/Storage Unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered notwithstanding any minor deviations, either horizontally or vertically, from the proposed locations as indicated on exhibits attached hereto. To the extent that such minor variations in location of the Villa or the Utility/Storage Unit shall exist, a valid easement therefor, and for the maintenance thereof, does and shall exist.

Section 12.07 Severability. The provisions of this Master Deed are severable, and the invalidity of one or more provisions shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder.

Section 12.08 Captions. Captions are inserted in this Master Deed only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Master Deed or any provision of it.

Section 12.09 Gender and Number. All pronouns shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural and vice versa, whenever the context requires or permits.

Section 12.10 Termination. All the Co-owners or the sole Co-owner of the Property may waive the Regime and regroup or merge the records of the Villas with the Common Elements, provided that the Villas are unencumbered or, if encumbered, that the creditors on whose behalf the encumbrances are recorded agree to accept as security the debtors' undivided ownership interest in the Property.

Section 12.11 Acceptance of Deed to a Villa or the Utility/Storage Unit. The acceptance of a deed of conveyance, the entering into of a lease, or any other occupancy or use of a Villa or the Utility/Storage Unit shall constitute (a) an acceptance and ratification of the provisions of the Master Deed by such Co-owner, tenant, or occupant, and (b) an acknowledgement by the Co-owner, tenant, or occupant that the Grantor makes no implied or express warranties relating to the Villa or the Utility/Storage Unit or to Common Elements except for such warranties as are contained in the deed conveying the same.

Section 12.12 Assignment of Warranties. All contractual warranties running in favor of the Grantor in connection with the construction of the

building and the installation of material, equipment, and appurtenances therein, shall accrue to the benefit of and are hereby assigned to the respective Co-owners or the Council as appropriate.

Section 12.13 Rights of Grantor. Grantor shall have no legal rights and obligations vis-a-vis the Regime except (a) in its capacity as Manager of the Regime, (b) in its capacity as Co-owner of a Villa or the Utility/Storage Unit, and (c) the rights and obligations set out in the prior covenants listed in Article VII, Section 7.09 of this Master Deed.

Section 12.14 Controlling Law. This Master Deed and the bylaws attached hereto shall be construed under and controlled by the laws of the State of South Carolina.

IN WITNESS WHEREOF, KIAWAH ISLAND COMPANY LIMITED has caused these presents to be executed in its name by C. Leon Murphy, its Vice-President/Finance and by Edward H. Green, its Assistant Secretary and its corporate seal to be hereto affixed this 20th day of October, 1982.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]

KIAWAH ISLAND COMPANY LIMITED

BY: [Signature]
C. Leon Murphy
Vice-President/Finance

[Signature]

BY: [Signature]
Edward H. Green
Assistant Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me Hugh M. Hadden, who, on oath, says that she saw the corporate seal of KIAWAH ISLAND COMPANY LIMITED affixed to the foregoing Master Deed of Tennis Club Villas Horizontal Property Regime and that s/he saw the within named C. Leon Murphy, Vice-President/Finance, and Edward H. Green, Assistant Secretary, sign and attest the same, and that s/he with Lynn L. Crooks witnessed the execution and delivery thereof, as the act and deed of the said Corporation.

SWORN TO before me this 20th [Signature]

day of October, 1982.



Susan W. Jordan (L.S.)
Notary Public for South Carolina
My Commission Expires: My Commission expires July 29, 1983

H26/a

EX 1 S 129P04 04

Exhibit "D"
To Master Deed of
Tennis Club Villas Horizontal Property Regime

Table of Percentage Values of the Villas

Voices and Percentage Value of Ownership of Common Elements

Building # and Building Type	Value	Villa Configuration	PHASE ONE	PHASE TWO	PHASE THREE	PHASE FOUR	PHASE FIVE	PHASE SIX	PHASE SEVEN	PHASE EIGHT	PHASE NINE	PHASE TEN
Building 20, Type A-1												
(PHASE ONE)	\$160,000	2	8.33%	4.16%	2.56%	1.99%	1.73%	1.44%	1.24%	1.009%	.848%	.750%
4757	120,000	1	7.14%	3.57%	2.19%	1.71%	1.49%	1.24%	1.07%	.865%	.726%	.642%
4758	160,000	3R	9.52%	4.76%	2.92%	2.27%	1.98%	1.65%	1.42%	1.152%	.968%	.856%
4759	160,000	2R	8.33%	4.16%	2.56%	1.99%	1.73%	1.44%	1.24%	1.009%	.848%	.750%
4760	160,000	2R	8.33%	4.16%	2.56%	1.99%	1.73%	1.44%	1.24%	1.009%	.848%	.750%
Building 21 Type A-2												
(PHASE ONE)	160,000	3	9.52%	4.76%	2.92%	2.27%	1.98%	1.65%	1.42%	1.152%	.968%	.856%
4761	160,000	2	8.34%	4.17%	2.56%	1.99%	1.73%	1.44%	1.24%	1.009%	.848%	.750%
4762	160,000	2R	8.34%	4.17%	2.56%	1.99%	1.73%	1.44%	1.24%	1.009%	.848%	.750%
4763	160,000	2R	8.34%	4.17%	2.56%	1.99%	1.73%	1.44%	1.24%	1.009%	.848%	.750%
4764	120,000	1R	7.14%	3.57%	2.19%	1.71%	1.49%	1.24%	1.07%	.865%	.726%	.642%
Building 24, Type A-2												
(PHASE ONE)	160,000	3	9.52%	4.76%	2.92%	2.27%	1.98%	1.65%	1.42%	1.152%	.968%	.856%
4773	160,000	2	8.34%	4.17%	2.56%	1.99%	1.73%	1.44%	1.24%	1.009%	.848%	.750%
4774	160,000	2R	8.34%	4.17%	2.56%	1.99%	1.73%	1.44%	1.24%	1.009%	.848%	.750%
4775	160,000	2R	8.34%	4.17%	2.56%	1.99%	1.73%	1.44%	1.24%	1.009%	.848%	.750%
4776	120,000	1R	7.14%	3.57%	2.19%	1.71%	1.49%	1.24%	1.07%	.865%	.726%	.642%
TOTAL PHASE ONE \$1,680,000												
***** 100.00% *****												
Building 26, Type A-2												
(PHASE TWO)	\$160,000	3	4.76%	2.92%	2.27%	1.98%	1.65%	1.44%	1.24%	1.152%	.968%	.856%
4785	160,000	2	4.17%	2.56%	1.99%	1.73%	1.44%	1.24%	1.07%	.865%	.726%	.642%
4786	140,000	2	4.17%	2.56%	1.99%	1.73%	1.44%	1.24%	1.07%	.865%	.726%	.642%
4787	140,000	2R	4.17%	2.56%	1.99%	1.73%	1.44%	1.24%	1.07%	.865%	.726%	.642%
4788	120,000	1R	3.57%	2.19%	1.71%	1.49%	1.24%	1.07%	1.07%	.865%	.726%	.642%
Building 21, Type A-1												
(PHASE TWO)	160,000	2	4.17%	2.56%	1.99%	1.73%	1.44%	1.24%	1.07%	.865%	.726%	.642%
4789	120,000	1	3.57%	2.19%	1.71%	1.49%	1.24%	1.07%	1.07%	.865%	.726%	.642%
4790	160,000	3R	4.76%	2.92%	2.27%	1.98%	1.65%	1.44%	1.24%	1.152%	.968%	.856%
4791	160,000	2R	4.17%	2.56%	1.99%	1.73%	1.44%	1.24%	1.07%	.865%	.726%	.642%
4792	160,000	2R	4.17%	2.56%	1.99%	1.73%	1.44%	1.24%	1.07%	.865%	.726%	.642%

To Master Deed of Tennis Club Villas Horizontal Property Regime

EXHIBIT 12984404

VILLA # and Building Type	Value	Villa Configuration	PHASE TWO	PHASE THREE	PHASE FOUR	PHASE FIVE	PHASE SIX	PHASE SEVEN	PHASE EIGHT	PHASE NINE	PHASE TEN
TOTAL PHASE ONE and PHASE TWO \$3,360,000											
***** 100.00% *****											
Building 22, Type A-2											
(PHASE THREE)											
4765	\$160,000	3	2.92%	2.55	2.27	1.98	1.65	1.42	1.152	.968	.856
4766	140,000	2	2.55	2.55	1.99	1.73	1.44	1.24	1.009	.848	.750
4767	140,000	2R	2.55	2.55	1.99	1.73	1.45	1.24	1.009	.848	.750
4768	120,000	1R	2.19	2.19	1.70	1.49	1.24	1.07	.865	.726	.642
Building 23, Type A											
(PHASE THREE)											
4769	140,000	2	2.55	2.19	1.99	1.73	1.45	1.24	1.009	.848	.750
4770	120,000	1	2.19	2.19	1.70	1.49	1.24	1.06	.865	.726	.642
4771	140,000	2R	2.55	2.55	1.99	1.73	1.45	1.24	1.009	.848	.750
4772	120,000	1R	2.19	2.19	1.70	1.49	1.24	1.07	.865	.726	.642
Building 25, Type C-1											
(PHASE THREE)											
4777	140,000	2*	2.55	2.55	1.99	1.73	1.45	1.24	1.009	.848	.750
4778	120,000	1	2.19	2.19	1.70	1.49	1.24	1.07	.865	.726	.642
4779	120,000	1R	2.19	2.19	1.70	1.49	1.24	1.07	.865	.726	.642
4780	120,000	1R	2.19	2.19	1.70	1.49	1.24	1.07	.865	.726	.642
4781	140,000	2	2.55	2.55	1.99	1.73	1.45	1.24	1.009	.848	.750
4782	140,000	2	2.55	2.55	1.99	1.73	1.45	1.24	1.009	.848	.750
4783	140,000	2R	2.55	2.55	1.99	1.73	1.45	1.24	1.009	.848	.750
4784	120,000	1R	2.19	2.19	1.70	1.49	1.24	1.07	.865	.726	.642
Utility/Storage Unit 5,000											
0.01 0.01 0.01 0.01 0.01 0.01 0.01 0.01 0.01 0.001 .001 .001											
TOTAL PHASES ONE - THREE \$5,485,000 ***** 100.00% *****											

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SS 129PG404

Villa # and Building Type	Value	Villa Configuration	PHASE FOUR	PHASE FIVE	PHASE SIX	PHASE SEVEN	PHASE EIGHT	PHASE NINE	PHASE TEN
Building 16, Type B									
(PHASE FOUR)	\$140,000	2	1.99%	1.73%	1.45%	1.34%	1.008%	.848%	.750%
4733	120,000	1	1.70	1.49	1.24	1.07	.865	.76	.662
4734	140,000	2R	1.99	1.73	1.45	1.24	1.008	.848	.750
4735	140,000	2R	1.70	1.49	1.24	1.07	.865	.76	.662
4736	120,000	1R	1.99	1.73	1.45	1.34%	.848%	.750%	
Building 17, Type C-1									
(PHASE FOUR)	140,000	2*	1.99	1.73	1.45	1.24	1.008	.848	.750
4737	130,000	1	1.70	1.49	1.24	1.06	.865	.726	.662
4738	130,000	1R	1.70	1.49	1.24	1.06	.865	.726	.662
4739	120,000	1R	1.70	1.49	1.24	1.06	.865	.726	.662
4740	140,000	2	1.99	1.73	1.45	1.24	1.008	.848	.750
4741	140,000	2	1.99	1.73	1.45	1.24	1.008	.848	.750
4742	140,000	2	1.99	1.73	1.45	1.24	1.008	.848	.750
4743	140,000	2R	1.99	1.73	1.45	1.24	1.008	.848	.750
4744	120,000	1R	1.70	1.49	1.24	1.07	.865	.726	.662
TOTAL PHASES									
ONE - FOUR	\$7,045,000		100.00%						

Building 12, Type B									
(PHASE FIVE)	\$140,000	2	1.73	1.48	1.45	1.24	1.008	.848	.750
4713	120,000	1	1.73	1.48	1.45	1.06	.865	.726	.662
4714	140,000	2R	1.73	1.48	1.45	1.24	1.008	.848	.750
4715	140,000	2R	1.73	1.48	1.45	1.24	1.008	.848	.750
4716	120,000	1R	1.73	1.48	1.24	1.06	.865	.726	.662
Building 13, Type B									
(PHASE FIVE)	140,000	2	1.73	1.48	1.45	1.24	1.008	.848	.750
4717	120,000	1	1.48	1.24	1.06	1.06	.865	.726	.662
4718	140,000	2*	1.73	1.48	1.45	1.24	1.008	.848	.750
4719	140,000	2*	1.73	1.48	1.45	1.24	1.008	.848	.750
4720	120,000	1R	1.48	1.24	1.06	1.06	.865	.726	.662
TOTAL PHASES									
ONE - FIVE	\$8,085,000		100.00%						

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Villa # and Building Type	Value	Villa Configuration	PHASE SIX	PHASE SEVEN	PHASE EIGHT	PHASE NINE	PHASE TEN
Building 14 - Type A-1							
(PHASE SIX)							
4721	\$140,000	2	1.45%	1.24%	1.008%	1.448%	1.750%
4722	120,000	1	1.24	1.06	.865	.726	.642
4723	160,000	3R	1.65	1.42	1.152	.668	.856
4724	140,000	2R	1.65	1.24	1.008	.848	.750
Building 15 - Type C-2							
(PHASE SIX)							
4725	140,000	2*	1.45	1.24	1.008	.848	.750
4726	120,000	1	1.24	1.06	.865	.726	.642
4727	140,000	2R	1.45	1.24	1.008	.848	.750
4728	140,000	2R	1.45	1.24	1.008	.848	.750
4729	120,000	1	1.24	1.06	.865	.726	.642
4730	120,000	1	1.24	1.06	.865	.726	.642
4731	140,000	1R	1.45	1.24	1.008	.848	.750
4732	120,000	1R	1.24	1.06	.865	.726	.642
TOTAL PHASES			100.00%				
ONE - SIX			100.00%				

Building 18 - Type C-1							
(PHASE SEVEN)							
4745	\$140,000	2*	1.24	1.06	1.008	.848	.750
4746	120,000	1	1.06	1.06	.865	.726	.642
4747	120,000	1R	.865	.726	.642	.726	.642
4748	120,000	1R	.865	.726	.642	.726	.642
4749	140,000	2	1.008	1.24	1.008	.848	.750
4750	140,000	2	1.008	1.24	1.008	.848	.750
4751	140,000	2R	1.008	1.24	1.008	.848	.750
4752	120,000	1R	.865	1.06	.865	.726	.642
Building 19 - Type A-2							
(PHASE SEVEN)							
4753	160,000	3	1.42	1.42	1.152	.968	.856
4754	140,000	2	1.24	1.24	1.008	.848	.750
4755	140,000	2R	1.24	1.24	1.008	.848	.750
4756	120,000	1R	1.06	1.06	.865	.726	.642
TOTAL PHASES			100.00%				
ONE - SEVEN			100.00%				

Building Type	Value	Villa Configuration	PHASE EIGHT	PHASE NINE	PHASE TEN
Villa 7 and					
Building 1, Type B					
4656	\$140,000	2	1.0087	.8467	.7507
4657	120,000	1	.865	.726	.642
4658	140,000	2R	1.008	.848	.750
4659	120,000	1R	.865	.726	.642
Building 2, Type B					
(PHASE EIGHT)					
4660	140,000	2	1.008	.848	.750
4661	120,000	1	.865	.726	.642
4662	140,000	2R	1.008	.848	.750
4663	120,000	1R	.865	.726	.642
Building 7, Type B					
(PHASE EIGHT)					
4684	140,000	2	1.008	.848	.750
4685	120,000	1	.865	.726	.642
4686	140,000	2R	1.008	.848	.750
4687	120,000	1R	.865	.726	.642
Building 8, Type C-1					
(PHASE EIGHT)					
4688	140,000	2*	1.008	.848	.750
4689	120,000	1	.865	.726	.642
4690	120,000	1R	.865	.726	.642
4691	120,000	1R	.865	.726	.642
4692	140,000	2	1.008	.848	.750
4693	140,000	2	1.008	.848	.750
4694	140,000	2R	1.008	.848	.750
4695	120,000	1R	.865	.726	.642
TOTAL PHASES			100.007		
ONE - EIGHT			\$13,825,000		

Villa # and Building Type	Value	Villa Configuration	PHASE NINE	PHASE TEN
Building 3, Type 3 (PHASE NINE)				
4664	\$140,000	2	.8487	.7507
4665	126,000	1	.736	.642
4666	140,000	2R	.747	.749
4667	120,000	1R	.726	.642
Building 4, Type 3 (PHASE NINE)				
4668	140,000	2	.847	.750
4669	120,000	1	.726	.642
4670	140,000	2R	.847	.750
4671	120,000	1R	.726	.642
Building 5, Type C-1 (PHASE NINE)				
4672	140,000	2*	.847	.750
4673	120,000	1	.726	.642
4674	120,000	1R	.726	.642
4675	120,000	1R	.726	.642
4676	140,000	2	.847	.750
4677	140,000	2	.847	.750
4678	140,000	2R	.847	.750
4679	120,000	1R	.726	.642
Building 6, Type A-1 (PHASE NINE)				
4680	140,000	2	.847	.750
4681	120,000	1	.726	.642
4682	160,000	3R	.968	.856
4683	140,000	2R	.847	.750
TOTAL PHASES ONE - NINE \$16,525,000				
			100.00%	

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VILLA # and Building Type	Value	VILLA Configuration	PHASE TEN
Building 9, Type A-1			
(PHASE TEN)			
4696	\$140,000	2	.749%
4697	120,000	1	.642
4698	160,000	3R	.856
4699	140,000	2R	.749
**			
Building 10, Type C-2			
(PHASE TEN)			
4701	140,000	2*	.749
4702	120,000	1	.642
4703	140,000	2R	.749
4704	140,000	2R	.749
4705	120,000	1	.642
4706	120,000	1	.642
4707	140,000	2R	.749
4708	120,000	1R	.642

Building 11, Type A-1 (PHASE TEN)	Value	Configuration	PHASE TEN
4709	140,000	2	.749
4710	120,000	1	.642
4711	160,000	3R	.856
4712	140,000	2R	.749

TOTAL PHASES \$18,695,000 100.00%

The above figures are adjusted by rounding. Actual ownership interest represents the value of the individual unit with relation to the value of the whole property.

* The Villa configurations for Type C-1 and C-2 buildings may change should such buildings be divided into two buildings (Type A-1, Type A-2 and/or Type B buildings) as set forth in the Master Deed. The total number of Villas, the assigned value of each Villa, and the percentage value assigned to each Villa will remain unchanged and will be assigned to the Villa configurations as result from the division of the Type C-1 and C-2 buildings into two buildings.

** Number 4700 has been omitted for administrative reasons.

EXHIBIT "E"
 TO MASTER DEED OF Tennis Club VILLAS HORIZONTAL PROPERTY REGIME
 BYLAWS

THESE BYLAWS of Tennis Club Villas Horizontal Property Regime (Regime) are promulgated pursuant to the Horizontal Property Act of South Carolina (Act) for the purpose of governing the Council of Co-owners (Council) and the administration of the Regime. All terms not defined in these Bylaws have the meaning set out in the Act or the Master Deed.

ARTICLE I
 COUNCIL OF CO-OWNERS

Section 1.01 Membership. Each Co-owner shall be a member of the Council. A person who holds title to a Villa or the Utility/Storage Unit merely as security for payment of a debt shall not be a member entitled to exercise the rights of a Co-owner unless such person holds a proxy conferring such rights.

Section 1.02 Quorum. The presence of Co-owners owning fifty-one per cent of the value of the Property shall constitute a quorum for the transaction of business at meetings of the Council, and any absent Co-owner who does not execute and return the proxy form sent to him in the registered mailing referred to in Section 1.04 of this Article shall be deemed to be present for the purposes of determining the presence of a quorum. From the time of the recording of the first deed in any additional phase, all the Co-owners in the additional phase shall be included when determining a quorum.

Section 1.03 Voting. On all matters relating to the Regime upon which a vote of the Co-owners is conducted, each Co-owner shall be entitled to cast the number of votes set out in Exhibit "D" attached hereto and incorporated by reference. The affirmative vote of the Co-owners owning fifty-one percent (51%) or more of the value of the Property shall be required to adopt decisions unless the Master Deed or these Bylaws require a different percentage for a particular act or decision. Votes can be cast only at meetings of the Council convened in accordance with the Bylaws, and in the absence of a valid proxy, an individual shall act in his own behalf, a corporation shall act by any officer thereof, a partnership shall act by any general partner thereof, an association shall act by any associate thereof, a trust shall act by any trustee thereof, and any other legal entity shall act by any managing agent thereof. The failure of an absent Co-owner to execute and return the proxy form sent to him in the registered mailing referred to in Section 1.04 of this Article shall constitute a proxy to and for the majority present and voting. When a Co-owner consists of two or more persons, any one of such persons shall be deemed authorized to act for all in taking any action on behalf of such Co-owner unless another of such persons objects, in which case the vote which such Co-owner would otherwise be entitled to cast may not be cast. All votes appurtenant to a single Villa or the Utility/Storage Unit must be cast together and may not be split.

Section 1.04 Proxies. Any Co-owner may by written proxy designate an agent to cast his vote. Unless a proxy otherwise states, it shall be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Council. A proxy may be revocable or irrevocable but shall be deemed revocable at will unless otherwise specified therein. No proxy shall be honored until delivered to the Secretary of the Council. If at least thirty days prior to a duly called meeting a Co-owner is informed by registered mail of (a) the time and place of the meeting, (b) the agenda for the meeting, and (c) such data as is then available relative to issues on which there will be a vote, and a proxy form is included in such mailing, and the Co-owner neither attends the meeting nor returns his executed proxy, then such Co-owner shall be deemed to have given his proxy to and for the majority present and voting.

Section 1.05 Consents. Any action which may be taken by a vote of the Co-owners may also be taken by written consent to such action signed by all Co-owners.

Section 1.06 Initial Meeting. The initial meeting of the Council shall be held upon call by the Manager (Article IV) as soon as the Manager deems practicable and convenient after Villas representing fifty-one (51%) percent or more in common interest shall have been conveyed by the Grantor. The following matters, and such other business as the Manager may deem appropriate, shall be taken up at the initial meeting:

- a) adoption of a fiscal year, if other than as set forth in Section 5.01 hereof,
- b) approval of a budget for the fiscal year,
- c) determination of the General Assessment and the date upon which it is due and payable,
- d) determination of the date of the first and subsequent annual meetings, and
- e) the election of the initial, three-person Board of Directors in accordance with Article II of these Bylaws.
- f) determination of whether or not the Council shall be incorporated.

Section 1.07 Annual Meetings. The annual meeting of the Council shall be held on a date determined by the Council. Any business which is appropriate for action of the Co-owners may be transacted at an annual meeting.

Section 1.08 Special Meetings. Special meetings of the Council may be called at any time by the President of the Council or by a majority of the Board of Directors and shall be called upon the written request of Co-owners owning a majority of the value of the Property. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Co-owners waive notice of any additional business.

Section 1.09 Notice of Meetings. Written notice of every annual or special meeting of the Council stating the time, date, and place of the meeting and, in the case of a special meeting, the business proposed to be transacted, shall be given to every Co-owner not fewer than ten nor more than thirty days in advance of the meeting; provided, however, that notice may also be given as described in Section 1.04 of this Article. Failure to give proper notice of a meeting of the Co-owners shall not invalidate any action taken in such meeting unless (a) a Co-owner who was present but was not given proper notice objects at such meeting, in which case the matter to which such Co-owner objects shall not be taken up, or (b) a Co-owner who is not present and was not given proper notice objects in writing to the lack of proper notice within thirty days following such meeting, in which case the action to which such Co-owner objects shall be void.

Section 1.10 Waiver of Notice. Waiver of notice of a meeting of the Council shall be deemed the equivalent of proper notice. Any Co-owner may in writing waive notice of any meeting either before or after such meeting. Attendance at a meeting by a Co-owner, whether in person or by proxy, shall be deemed waiver by such Co-owner of notice of the time, date, and place of the meeting unless such Co-owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted unless objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

Section 1.11 Place of Meeting. All meetings of the Council shall be held at such convenient place on Kiawah Island as the Board of Directors may direct.

Section 1.12 Adjournment. Any meeting of the Council may be adjourned from time to time for periods not exceeding forty-eight hours by vote of Co-owners holding a majority of the vote represented at such meeting, regardless of whether a quorum is present. Any business which could properly be transacted at the original session of a meeting may be transacted at an adjourned session, and no additional notice of adjourned sessions shall be required.

Section 1.13 Order of Business. The order of business at all meetings of the Co-owners shall be as follows:

- a) Roll call;
- b) Proof of proper notice of the meeting or waiver of notice;
- c) Reading of minutes of preceding meeting;
- d) Report of the Board of Directors;
- e) Reports of officers;
- f) Reports of committees;
- g) Report of Manager;

- h) Election of Directors;
- i) Unfinished business; and
- j) New business.

Section 1.14 Minutes of Meeting. The Secretary of the Council shall prepare and keep, or cause to be prepared and kept, accurate minutes of every meeting of the Council. Such minutes shall be made available for examination and copying by any Co-owner at any reasonable time.

**ARTICLE II
BOARD OF DIRECTORS OF THE COUNCIL**

Section 2.01 Form of Administration. The Council shall act by and through its Board of Directors.

Section 2.02 Authorities and Duties. On behalf of and as directed by the Council, and as required by the Act, the Master Deed, and these Bylaws, the Board of Directors shall provide for the following:

- a) the contracting with a management agent to provide for the surveillance of the Property, the maintenance, repair, and replacement of the Common Elements, and the designation and dismissal of the personnel necessary to accomplish the same;
- b) the collection of assessments from the Co-owners;
- c) the procuring and keeping in force of insurance on the Property;
- d) the enactment of reasonable regulations governing the operation and use of the Common Elements;
- e) the enforcement of the terms of the Master Deed, these Bylaws, and any Regulations promulgated pursuant to the Bylaws; and
- f) the administration of the Council and the Regime on behalf of and for the benefit of all Co-owners.

Section 2.03 Qualification. Only an individual who is a Co-owner, or who together with another person or other persons is a Co-owner, or who is an officer of a corporation, a general partner of a partnership, an associate of an association, a trustee of a trust, or a managing agent of any other legal entity which is a Co-owner, or which together with another person or other persons is a Co-owner, may be elected and serve or continue to serve as a Director of the Council. The number of Directors provided at any one time by a Co-owner which is an organization or which consists of more than one individual shall not exceed the number of apartments owned by such Co-owner.

Section 2.04 Election and Term. The initial Board of Directors shall consist of three people who shall be elected at the initial meeting of the Council and shall serve until the first annual meeting of the Council. At the first annual meeting the Co-owners shall elect five Directors, three for a term of two years (to be elected in one election) and two for a term of one year (to be elected in a second election). At each subsequent annual meeting, Directors shall be elected for two-year terms to succeed the Directors whose terms expire at the meeting. A plurality of the votes cast shall be sufficient to elect a Director in any election. A Director may be elected to succeed himself, and a Director shall be deemed to continue in office until his successor has been elected and has assumed office.

Section 2.05 Removal. A Director may be removed from office with or without cause by the vote of the Co-owners.

Section 2.06 Vacancies. Any vacancy on the Board of Directors shall be filled by appointment by the majority of the remaining Directors, and the new Director shall serve for the unexpired term of his predecessor.

Section 2.07 Voting. Each Director shall have one vote on all matters acted upon by the Board of Directors. The affirmative vote of three Directors shall be sufficient for any action unless otherwise specified in the Master Deed or these Bylaws.

Section 2.08 Quorum. Three Directors shall constitute a quorum for the transaction of business.

Section 2.09 Consents. Any action which may be taken by a vote of the Board of Directors may also be taken by written consent to such action signed by all Directors.

Section 2.10 Referendum. Any decision voted by the Council shall be binding upon the Board of Directors and shall supersede any previous inconsistent action or make invalid any subsequent inconsistent action taken by the Board of Directors, but no such action by the Co-owners shall impair the enforceability of any contract duly authorized or entered into by the Board of Directors pursuant to authority granted in the Act, the Master Deed, or these Bylaws.

Section 2.11 Annual Meetings. An annual meeting of the Board of Directors shall be held each fiscal year within thirty days preceding the annual meeting of the Council. Any business which is appropriate for action of the Board of Directors may be transacted at an annual meeting.

Section 2.12 Regular Meetings. Regular meetings of the Board of Directors shall be held at such times, dates, and places as the Board of Directors may determine from time to time. Any business which is appropriate for action of the Board of Directors may be transacted at a regular meeting.

Section 2.13 Special Meetings. Special meetings of the Board of Directors may be called from time to time by the President of the Council and shall be called upon the written request of two of the Directors. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Directors waive notice of any additional business.

Section 2.14 Notice of Meetings. Written notice of every regular or special meeting of the Board of Directors stating the time, date, and place of the meeting and, in the case of a special meeting, the business proposed to be transacted shall be given to every Director not fewer than three nor more than ten days in advance of the meeting. Failure to give proper notice of a meeting of the Board of Directors shall not invalidate any action taken at such meeting unless (a) a Director who was present but was not given proper notice objects at such meeting, in which case the matter to which such Director objects shall not be taken up, or (b) a Director who is not present and was not given proper notice objects in writing to the lack of proper notice within thirty days following such meeting, in which case the action to which such Director objects shall be void.

Section 2.15 Waiver of Notice. Waiver of notice of a meeting of the Board of Directors shall be deemed the equivalent of proper notice. Any Director may in writing waive notice of any meeting of the Board of Directors either before or after such meeting. Attendance at a meeting by a Director shall be deemed waiver by such Director of notice of the time, date, and place of the meeting unless such Director specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted unless objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

Section 2.16 Place of Meeting. All meetings of the Board of Directors shall be held at such convenient place as the Board may select. Meetings may be conducted by telephone if all Directors consent.

Section 2.17 Minutes of Meetings. The Secretary of the Council shall prepare and keep, or cause to be prepared and kept, accurate minutes of every meeting of the Board of Directors. A copy of such minutes shall be distributed to each Co-owner within thirty days following each meeting, and all such minutes shall be made available for examination and copying by any Co-owner at any reasonable time.

Section 2.18 Compensation. The Directors may receive such compensation and reimbursement for expenses incurred in the conduct of their duties as the Council may determine.

ARTICLE IV
OFFICERS OF THE COUNCIL

Section 3.01 Designation. The Council shall have a President, a Vice President, and a Secretary-Treasurer. The officers shall have the

authority, powers, duties, and responsibilities provided by these Bylaws, or, to the extent not so provided, by the Board of Directors.

Section 3.02 Qualifications. Only Directors may be elected and serve as officers.

Section 3.03 Election and Term. Officers of the Council shall be elected at each annual meeting of the Board of Directors and at such other times as may be required to fill vacancies in any office. All officers shall serve until their successors have been elected and assumed office unless sooner removed as hereinafter provided. An officer may be re-elected to any number of terms.

Section 3.04 Removal. Any officer may be removed from office at any time with or without cause by the Board of Directors.

Section 3.05 President. The President shall be the chief executive officer of the Council. He shall preside at all meetings of the Council and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in a corporate president, including but not limited to the power to appoint committees from among the Co-owners from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Council.

Section 3.06 Vice President. The Vice President shall take the place and perform the duties of the President whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 3.07 Secretary-Treasurer. The Secretary-Treasurer shall prepare and keep, or cause to be prepared and kept, the minutes of all meetings of the Co-owners and of the Board of Directors, and shall have charge of such books and papers as the Board of Directors may direct. The Secretary-Treasurer shall have custody of and responsibility for Council funds and securities and shall keep the financial records and books of account belonging to the Council. Custody of Council funds and securities and responsibility for maintaining full and accurate accounts of all receipts and disbursements may be delegated to the Manager if the Board of Directors so determines, but in such case the Secretary-Treasurer shall verify the amount of Council funds and securities in the custody of the Manager and review and reconcile the accounts maintained by the Manager at such intervals as may be determined by the Board of Directors.

Section 3.08 Compensation. The officers may receive such compensation and reimbursement for expenses incurred in the conduct of their duties as the Council may determine.

ARTICLE IV MANAGER

Section 4.01 Employment. Kiawah Island Company Limited or its designee shall be employed by the Council as the Manager of the Regime until and including December 31, 1983; provided, however, that Kiawah Island Company Limited or its designee may consent to serve for a shorter time. After such period of time, the Council shall employ a management agent entirely of its own choosing.

Section 4.02 Qualification. The Manager may be a natural person or a corporation or other legal entity. No individual who is a Director or an officer of the Council or who resides in the home of a Director or an officer of the Council shall be the Manager.

Section 4.03 Authority and Duties. The Manager shall provide the services and perform the duties set out in Article II, Section 2.02 (a) of these Bylaws, and shall provide such other services and perform such other duties (including, but not limited to, those enumerated in Article II, Section 2.02 subsections a, b, c, e and f) as authorized and directed from time to time by the Board of Directors. The Manager shall confer fully and freely with the Board of Directors and shall attend meetings of the Board and of the Council when requested to do so by the Board. Until such time as the first Board of Directors is elected at the initial meeting of the Regime, the Manager shall provide the services and perform the duties set out in Article II, Section 2.02 subsections a, b, c, e and f.

ARTICLE V
FINANCES

Section 5.01 Fiscal Year. The fiscal year of the Regime shall be November 1 through October 31 unless otherwise determined by the Council.

Section 5.02 Budget. The Board of Directors shall prepare and submit, or cause to be prepared and submitted, to the Co-owners at their annual meeting a proposed budget for the Regime for the fiscal year. The proposed budget shall set forth with particularity the anticipated Common Expenses for the fiscal year and the amount of money needed to establish reasonable reserves for the payment of Common Expenses and contingencies.

Section 5.03 Approval of Budget. The proposed budget, as it may be amended upon motion of any Co-owner, shall be submitted to a vote of the Co-owners and when approved shall become the budget (Budget) of the Regime for the fiscal year. The terms of the Budget shall be binding upon the Board of Directors unless and until such terms are amended by action of the Co-owners.

Section 5.04 General Assessments. The funds required by the Budget shall be collected from the Co-owners in assessments (General Assessments) in proportion to their respective interests in the Common Elements as set out in Exhibit "D" attached hereto and incorporated by reference, and the General Assessments shall be payable as and when determined by the Council, but in no event shall General Assessments be collected in installments more frequent than quarterly. The contribution of Co-owners toward the expense of the premium for insurance policies as herein provided for may be collected in one (1) yearly assessment, in addition to other assessments, which assessment shall be treated as part of the General Assessments.

Section 5.05 Special Assessments. The funds required from time to time to pay any Common Expenses which are not covered by the Budget but which are approved by the Co-owners shall be collected from all the Co-owners by the Board of Directors in such installments (Special Assessments) as the Co-owners shall determine.

Section 5.06 Individual Assessments. Any payments to the Council which one or more, but fewer than all, of the Co-owners shall be obligated to make pursuant to the terms of the Act, the Master Deed, or these Bylaws shall be due upon demand and shall be collected by the Board of Directors as individual assessments (Individual Assessments).

Section 5.07 Collection. Co-owners shall be personally liable for and promptly pay all assessments when due. If the assessments are not paid on the date when due (being the date specified by the Board), then such assessments shall become delinquent and shall (together with the cost of collection as hereinafter provided) become a charge and continuous lien on the property against which such assessment is made. The Board of Directors shall take prompt and appropriate action to collect by suit, foreclosure, or other lawful method any overdue assessment. If any overdue assessment is collected by an attorney or by action at law, the Co-owner owing the same shall be required to pay all reasonable costs of collection, including attorney's fees.

Section 5.08 Penalty. An assessment not paid within fifteen days following the date when due shall be charged a Delinquent Payment Penalty of two percent (2%) of the unpaid balance of the assessment per month and each month thereafter on the unpaid balance until the assessment is paid in full. The Delinquent Payment Penalty shall be added to and collected in the same manner as the assessment. The Board of Directors may in its discretion waive all or any portion of the Delinquent Payment Penalty pursuant to this Section if it affirmatively appears that the failure to pay the assessment when due was caused by circumstances beyond the control of the Co-owner.

Section 5.09 Accounts. The Board of Directors shall maintain on behalf of the Council a checking account with a state- or federally-chartered bank having an office in the county where the Property is situated. The Board of Directors may also maintain on behalf of the Council an interest-bearing savings account with a state- or federally-chartered bank, savings and loan association, or building and loan association. Funds of the Council may also be invested in any instrument, obligation or security (or fund comprised solely of said instruments or securities) which

is insured by the United States Government, or guaranteed by the full faith and credit of the United States Government, a state government, or any local governmental entity. If a Manager is employed, said accounts may be maintained in the name of the Manager as agent of the Council. All funds of the Council shall be promptly deposited in one of said accounts, except that the Board of Directors may maintain a petty cash fund of not more than two hundred fifty dollars for payment of minor current expenses of the Council. The books and records relating to any account of the Council shall be made available for examination and copying by any Co-owner at any reasonable time.

Section 5.10 Payments. The Board of Directors shall provide for payment of all debts of the Council from the funds collected from the Co-owners. Expenditures specifically approved in the budget may be paid without further approval unless the Board of Directors shall otherwise determine. All other expenditures which are in excess of two hundred fifty dollars shall be reviewed and approved by the President or the Board of Directors before payment is made. All checks and requests for withdrawals drawn upon any account of the Council shall be signed by the President and the Treasurer or by any two officers of the Council designated by the Board of Directors. The Board of Directors may authorize the Manager to draw checks upon the account of the Council. The Board of Directors may also authorize the Manager to make disbursements from the petty cash fund, if any.

Section 5.11 Bonding. The Board of Directors shall secure a fidelity bond in an amount of not less than ten thousand dollars covering every individual authorized to withdraw funds from any checking or savings account maintained by the Council. The cost of the bond shall be a Common Expense.

Section 5.12 Special Rules for Assessments for Initial Fiscal Year (FY1983). The provisions of this Section 5.12 shall exclusively govern and be applicable to the initial fiscal year (FY 1983) of the Regime which shall consist of the period from and including the date of recording of this Master Deed in the R.H.C. Office for Charleston County, S.C., through October 31, 1983.

General Assessments (excluding assessments for insurance premiums on the Regime insurance policy) due and payable for and during FY 1983 shall be based upon the budget attached hereto as Exhibit "F" and incorporated herein by reference. The assessments shall be apportioned from the date of recording of this Master Deed and shall be prorated as of the first day of the month following the date of conveyance of a Villa from the Grantor (as defined in the Master Deed) according to the number of days then remaining in the applicable assessment period (quarterly for FY 1983). The grantee shall be responsible for payment of assessments so prorated when billed therefor by the Manager.

Grantor shall be responsible for all actual operating expenses above funds collected from Co-owners for a period of one year from the date of recording of this Master Deed. Assessments shall commence as to Villas then owned by Grantor on November 1, 1983.

At the time title is conveyed to a Co-owner by the Grantor, such Co-owner shall pay to the Regime an assessment for insurance premiums on Regime policies in proportion to his respective interest in the Common Elements as set out in Exhibit "D" according to the number of days then remaining in the policy period. The initial Regime insurance premiums are paid in total by the Grantor and the sums collected from the purchaser at each closing are to be reimbursed to the Grantor.

ARTICLE VI MAINTENANCE AND IMPROVEMENTS

Section 6.01 Maintenance by Manager. The Manager shall provide for the maintenance, repair, and replacement of the Common Elements.

Section 6.02 Maintenance by Co-owners. The Villas and the Utility/Storage Unit shall be maintained in good condition and repair by their respective owners.

Section 6.03 Default by Co-owner. In the event that any Co-owner fails to perform the maintenance required of him by these Bylaws or by any lawful Regulation, and such failure creates or permits a condition which is hazardous to life, health, or property, which unreasonably interferes with

the rights of another Co-owner, or which substantially detracts from the value or appearance of the Property, the Board of Directors shall, after giving such Co-owner reasonable notice and opportunity to perform such maintenance, cause such maintenance to be performed and charge all reasonable expenses of doing so to such Co-owner by an Individual Assessment.

Section 6.04 Expenses. The expenses of all maintenance, repair, and replacement of the Common Elements provided by the Manager shall be Common Expenses, except that when such expenses are necessitated by (a) the failure of a Co-owner to perform the maintenance required by these Bylaws or by any lawful Regulation, (b) the willful act, neglect, or abuse of a Co-owner, or (c) an uninsured loss which is to be borne by a Co-owner in accordance with Article VII of these Bylaws, they shall be charged to such Co-owner by an Individual Assessment.

Section 6.05 Improvements. The Board of Directors shall provide for the making of such improvements to the Common Elements as may be approved from time to time by the Co-owners. The cost of such improvements shall be Common Expenses; provided, however, that no Co-owner shall without his consent be assessed in any one year an amount in excess of one per cent of the value of his Villa or the Utility/Storage Unit (as set out in Exhibit "D") for the making of improvements to the Common Elements.

**ARTICLE VII
RECONSTRUCTION**

Section 7.01 Reconstruction. Unless the Co-owners affirmatively determine in the manner provided in the Master Deed not to reconstruct the Property following damage or destruction thereof, the Board of Directors shall promptly provide for such reconstruction. If the cost of such reconstruction exceeds ten thousand dollars, the Board of Directors shall employ an architect licensed to practice in the jurisdiction in which the Property is situated to supervise the reconstruction. It shall be the duty of such architect to inspect the progress of the reconstruction at regular intervals and to submit written authorizations to the Council for payment for work performed. When an architect is not required by the terms hereof, the Board of Directors may perform such inspections and submit such authorizations.

Section 7.02 Costs. The Board of Directors shall employ for the purpose of reconstructing the Property the proceeds of any insurance obtained on the Property by the Board of Directors on behalf of the Council. When the Property is not insured or when the insurance proceeds are insufficient to cover the cost of reconstruction, the rebuilding costs shall be borne by all the Co-owners as a Common Expense.

**ARTICLE VIII
CONDEMNATION**

Section 8.01 Rights of Co-Owners. If any portion of the Property is condemned by any authority having the power of eminent domain, each Co-owner shall be entitled to receive notice of such condemnation and to participate in the proceedings unless otherwise prohibited by law. Each Co-owner shall be entitled to an individual award to be determined by the value of his interest in the portion or portions of the Property condemned.

Section 8.02 Duties of Council. In the event that any award is received by the Council on account of condemnation of any portion or portions of the Common Elements, the Board of Directors shall hold such award for disbursement in the same manner as if it were insurance proceeds. The Board of Directors shall promptly call a special meeting of the Council to determine whether any condemned portion of the Common Elements shall be replaced. If the Council determines to replace any condemned portion of the Common Elements, the Board of Directors shall provide for the replacement of such portions in the same manner as if such portions had been destroyed by casualty.

**ARTICLE IX
INSURANCE**

Section 9.01 Insureds. Insurance policies upon the Property, covering the items described below, shall be purchased by the Council or its Manager for the benefit of the Regime, the Council, and the Co-owners of the Villas and their mortgagees, as their interests may appear. Provision shall be

mads for the issuance of certificates of insurance, with mortgagee endorsements, to the mortgagees of all Co-owners. Such policies and endorsements shall be deposited with and held by the Manager.

Section 9.02 Coverage. Insurance shall cover the following when available:

- a) the replacement value of all Villas and Common Elements. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and against such other risks as are customarily covered with respect to buildings and improvements similar to the buildings and improvements on the Land. No insurance of the contents of or improvements to any Villa (other than the fixtures originally installed therein during construction) shall be provided by the Council;
- b) public liability in such amounts and with such coverage as shall be determined by the Board of Directors, including, but not limited to, hired automobile and non-owned automobile coverage;
- c) workmen's compensation (if required); and
- d) such other insurance as the Board of Directors may from time to time determine to be desirable.

Section 9.03 Premiums and Deductibles. Premiums upon insurance policies and that portion of any covered loss not compensated for because of the loss deductible clause of the policy shall be paid by the Council as a Common Expense, and shall be paid by the Co-owners in proportion to their respective interests in the Common Elements. The contribution of Co-owners toward the expense of the premium for such insurance may be collected in one (1) yearly assessment, in addition to other assessments.

Section 9.04 Claims Adjustment. The Board of Directors is hereby irrevocably appointed agent for each Co-owner to adjust all claims arising under insurance policies purchased by the Council or its Manager, and to execute and deliver releases upon payment of claims.

Section 9.05 Proceeds. The proceeds received by the Council from any indemnity paid under a hazard insurance policy shall be held by the Board of Directors. After deduction of all reasonable expenses of the Board in administering such proceeds, the net proceeds shall be distributed as follows:

- a) if the Property is not reconstructed as provided in Article X of the Master Deed, then each Co-owner shall receive a share of the proceeds proportionate to his interest in the Common Elements as shown in Exhibit "D", in a check made jointly payable to the Co-owner and his mortgagee, if any; or
- b) if reconstruction takes place, then such proceeds shall be used to meet reconstruction costs as provided in Article X of the Master Deed and Article VII of these Bylaws, and any proceeds remaining after all the costs of reconstructing the Property have been paid shall be distributed to the Council for the benefit of all Co-owners.

Section 9.06 Insurance by Co-owners. Each Co-owner shall be responsible for obtaining such amounts of the following types of insurance as he deems necessary or desirable: (a) hazard insurance on his Villa and its contents for his own benefit, and (b) liability insurance covering accidents occurring within his Villa. Any Co-owner who obtains hazard insurance for his own benefit shall within thirty days of obtaining the same deliver to the Board of Directors a copy of the policy of insurance.

ARTICLE X
RESTRICTIONS AND REGULATIONS

Section 10.01 Restrictions. The use of the Property shall be subject to the following restrictions:

- a. Villas shall be used only as residences. This restriction shall not be construed so as to prevent a Co-owner from leasing or renting his Villa to others, either short term or long term, or

listing his Villa with a rental agency to be rented by short term or long term guests.

- b. The Utility/Storage Unit shall be used as set forth in Section 4.02 of the Master Deed.
- c. No Co-owner shall create or permit excessive noise, smoke, or offensive odors or any nuisance to unreasonably interfere with the use and enjoyment of the Property by any other person entitled to the same. No person shall maintain on the Property, and no Co-owner shall permit within his Villa or the Utility/Storage Unit any condition which is unreasonably hazardous to the life, health, or property of any other person.
- d. Time Sharing Prohibited. "Time sharing", "vacation sharing" or similar plans or schemes of interval ownership of a Villa, including any type of Vacation Time Sharing Plan as defined by the 1976 Code of Laws for the State of South Carolina, as amended, §27-32-10 et seq., are prohibited without the prior express consent of the Kiawah Island Company Limited, and its successors and assigns, in writing. This Section does not apply to ownership of a Villa by a corporation, partnership, or person or persons owning a Villa individually or as joint tenants or as tenants in common.

In addition to the above and not as any limitation thereof, "time sharing" or "vacation sharing" means and shall include ownership of either: (1) an "interval estate" meaning a combination of (i) an estate for years in a Villa, during the term of which title to the Villa rotates among the time share owners thereof, vesting in each of them in turn for periods established by a fixed recorded schedule, with the series thus established recurring until the term expires, coupled with (ii) a vested undivided fee simple interest in the remainder in that Villa the magnitude of that interest having been established by the declaration or by the deed creating the interval estate; or (2) a "time-span estate," meaning a combination of (i) an undivided interest in a present estate in fee simple in a Villa, the magnitude of that interest having been established by the declaration or by the deed conveying the time-span estate, coupled with (ii) the exclusive right to possession and occupancy of that Villa during a regularly recurring period designated by that deed or by a recorded document referred to therein.

Section 10.02 Regulations. The Board of Directors may adopt and amend from time to time such reasonable regulations (Regulations) governing the operation and use of the Property as they may deem necessary or desirable. It shall not be necessary to record Regulations newly adopted or the amendment or repeal of existing Regulations, but no Co-owner shall be bound by any newly adopted Regulation or any amendment or repeal of an existing Regulation until a copy of the same has been delivered to him.

Section 10.03 Enforcement. The Board of Directors shall enforce the terms of the Act, the Master Deed, and these Bylaws and the Regulations promulgated pursuant hereto by taking prompt and appropriate action to correct any violations. In addition to any other remedy to which the Council or any Co-owner may be entitled, the Board of Directors may impose against a Co-owner reasonable fines not to exceed a total of ten dollars (\$10.00) per day for any violation of the terms of the Act, the Master Deed, these Bylaws, or the Regulations promulgated pursuant hereto. Such fines shall be collected by Individual Assessment. Each day during which a violation occurs or continues may be deemed a separate offense.

Section 10.04 Responsibility of Co-owners. Each Co-owner shall be deemed responsible for the conduct of members of his household and his tenants, agents, guests and pets, but the responsibility of the Co-owner shall not relieve any member of his household or any of his tenants, agents, or guests from any liability to the Council or to a Co-owner for their own acts.

ARTICLE XI
LIABILITY AND INDEMNIFICATION

Section 11.01 Liability of Council. No Co-owner shall be liable for a greater percentage of a debt or liability of the Council than his percentage of ownership of the Common Elements. All correspondence of the Council and

all contracts executed by the Council shall incorporate the following recital:

Tennis Club Villas Council of Co-owners is an association established pursuant to the Horizontal Property Act of South Carolina. No member of the Council shall be liable for a greater percentage of a debt or liability of the Council than his percentage of ownership of the Common Elements.

Section 11.02 Indemnification Among Co-owners. Each Co-owner shall be entitled to contribution from and indemnification by every other Co-owner to the extent that such Co-owner discharges or is required to discharge any portion of any liability of the Council in excess of such Co-owner's proportionate share thereof, except that no Co-owner shall be required to provide contribution or indemnification on account of a debt which was due and payable prior to the time such Co-owner became a Co-owner.

Section 11.03 Liability of Directors and Officers. No Director or officer of the Council shall be liable to any Co-owner for any decision, action, or omission made or performed by such Director or officer in the course of his duties unless such Director or officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Act, the Master Deed, or these Bylaws.

Section 11.04 Indemnification of Directors and Officers. The Council shall indemnify and defend each Director and each officer of the Council from any liability claimed or imposed against him by reason of his position or actions as a Director or an officer of the Council if all of the following conditions are satisfied:

- a) such Directors or officer is not required to bear such liability by the terms of the Act, the Master Deed, or these Bylaws;
- b) such Director or officer gives the Council adequate notice of the claim or imposition of liability to permit the Council reasonable opportunity to defend against the same; and
- c) such Director or officer cooperates with the Council in defending against the claim.

The expense of indemnifying a Director or an officer shall be a Common Expense and shall be borne by all the Co-owners, including such Director or officer, in equal shares.

ARTICLE XII ATTESTATIONS AND CERTIFICATIONS

Section 12.01 Attestation of Documents. The presence of the signature of the Secretary of the Council on any contract, conveyance, or any other document executed on behalf of the Council by another officer of the Council shall attest:

- a) that the officer of the Council executing the document does in fact occupy the official position indicated, that one in such position is duly authorized to execute such document on behalf of the Council, and that the signature of such officer subscribed on the document is genuine; and
- b) that the execution of the document on behalf of the Council has been duly authorized.

Section 12.02 Certification of Documents. When any document relating to the Property or the Council is certified as authentic by the Secretary of the Council, a third party without knowledge or reason to know to the contrary may rely on such document as being what it purports to be.

Section 12.03 Certification of Actions and Facts. When there is executed by the Secretary or an Assistant Secretary a written statement setting forth (a) actions taken by the Council or by the Board of Directors, or (b) facts relating to the Property or the Council as determined by the Board of Directors, a third party without knowledge or reason to know to the contrary may rely on such statement as factually true and correct.

ARTICLE XIII
AMENDMENTS

Section 13.01 By-Laws. These By-Laws may be amended as set forth in Article XI of the Master Deed.

ARTICLE XIV
MORTGAGES

Section 14.01 Notice to Board. A Co-Owner who mortgages his Villa shall notify the Board through the Manager of the name and address of his mortgagee. The Regime shall also accept and record such notification when received directly from the mortgagee; and the Regime shall maintain this information in a book entitled "Mortgagees of Villas."

Section 14.02 Notice of Unpaid Assessments. The Board shall, at the request of a mortgagee of a Villa, report any unpaid assessments due to the Regime from the Co-Owner of such Villa. When requested by terms of the initial correspondence filed pursuant to Section 14.01, the Board shall report to the mortgagee any unpaid assessments due the Regime from such Co-owner as soon as such assessments become delinquent.

ARTICLE XV
MISCELLANEOUS

Section 15.01 Record of Ownership. Any person who acquires title to a Villa (unless merely as security for a debt) shall promptly inform the Board of Directors of his identity and the date upon and the manner in which title was acquired. The Board of Directors shall maintain a record of the names of all Co-owners and of the dates upon which they acquired title to their Villas.

Section 15.02. Notices. Any notices or documents placed in the mail receptacle or affixed to the front door of a Villa by or at the direction of the Board of Directors shall be deemed delivered to the Co-owner of such Villa unless the Co-owner has previously specified to the Board of Directors in writing another address for delivery of such notices and documents. Any notice or document addressed to the Board of Directors and delivered to any Director by or at the direction of a Co-owner shall be deemed delivered to the Board of Directors.

Section 15.03 Waiver. No provision of these Bylaws or the Regulations promulgated pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 15.04 Conflicts. In the event of any conflict between these Bylaws and the Act or the Master Deed, the Act or the Master Deed shall control, as appropriate. In the event of a conflict between these Bylaws and the Regulations, these Bylaws shall control.

Section 15.05 Severability. The provisions of these Bylaws are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

Section 15.06 Captions. Captions are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision.

Section 15.07 Gender and Number. All nouns and pronouns used herein shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural and vice versa, whenever the context requires or permits.

H26/b

BUDGET OF EXPENDITURES AND RESERVES

	FY1983* (PHASES ONE - SEVEN)	FY1983* (PHASES ONE - TEN)	FY1984** (PHASES ONE - SEVEN)	FY1984** (PHASES ONE - TEN)
LANDSCAPE MAINTENANCE	\$40,680	\$67,800	\$40,680	\$67,800
PEST CONTROL	5,500	9,200	5,500	9,200
REFUSE COLLECTION	9,600	16,800	9,600	16,800
ELECTRICITY	4,800	8,000	4,800	8,000
WATER (IRRIGATION)	7,300	12,200	10,000	12,200
MISCELLANEOUS REPAIRS & MAINTENANCE	1,200	2,000	2,400	2,000
MANAGEMENT FEES	12,100	20,160	12,096	20,160
WORKING CAPITAL	1,500	3,000	3,000	3,000
INSURANCE (LIABILITY & CASUALTY)			*** SEE NOTE 1 BELOW ***	
INSURANCE (OFFICERS & DIRECTORS) -0-			840	
DEDICATED CAPITAL RESERVE	-0-	-0-	51,000	50,000
TOTAL	\$82,680	\$139,160	\$139,916	\$189,160

*FY 1983 - As provided in the Bylaws, this budget will provide the basis for General Assessments through October 31, 1983.

**FY 1984 - This is a preliminary Budget for the 1984 fiscal year and intended only to provide a conception of expected expenditures and reserves. As provided in the Bylaws, the actual 1984 Budget must be prepared and submitted by the Board of Directors for approval of the Council of Co-Owners before becoming effective. The actual budget will depend upon implementation of phases of the Regime (see note 2 below) and inflationary increases, if any.

NOTE 1. The above FY 1983 and FY1984 Budgets do not include the premiums for property and casualty loss insurance covering the Common Elements and the Regime. Each Co-Owner will be separately billed by the Manager for his share of this expense. The policy period is from September 1 through August 31 of the following year and the Manager will prior to the anniversary date thereof send a bill to each Co-Owner for his pro-rata share of the cost of renewing the policy. The premium for October 1, 1982 through August 31, 1983 is estimated to be \$15,325.00 (based on Phases ONE through SEVEN). Persons acquiring title to Villas prior to September 1, 1983, will be charged at closing a proportionate sum of the policy premium from the date of closing through August 31, 1983.

The policy premiums for September 1, 1983 through August 31, 1984 is estimated to be \$16,750 (assuming Phases ONE through SEVEN) and \$28,500 (assuming Phases ONE through TEN).

NOTE 2. The above budgets assume that a) phases one through seven, or alternatively, b) all phases of Tennis Club Villas, will be annexed into the Regime during each year. Annexation of a greater or lesser number of phases than indicated above (as well as timing of implementation of phases) will effect the budget of expenditures and reserves and may necessitate an adjustment thereto. The assessment percentage rate for each Villa and the Utility/Storage Unit as set forth on Exhibit "D" hereof will change as each additional phases is annexed into the Regime. The method of computing assessments applicable to unsold Villas owned by the Grantor during FY1983 (See Bylaws Section 5.12) is intended to compensate for the above uncertainties.

12876404

EXHIBIT "C"

TO MASTER DEED OF

TENNIS CLUB VILLAS HORIZONTAL PROPERTY REGIME

See plans on record in the Charleston County R.M.C. Office attached hereto as Exhibit B and Exhibit C and made a part hereof.

The undersigned, Frederick F. Bainbridge, Architect, authorized and licensed in the State of South Carolina, hereby certifies that the plans of Tennis Club Villas Horizontal Property Regime, identified above, fully and accurately, within reasonable construction tolerances, depict the layout and dimensions of the Common Elements, and Limited Common Elements of the buildings, and apartments shown therein.

WITNESSES:

Paul M. [Signature]
[Signature]

Frederick F. Bainbridge
Frederick F. Bainbridge
S. C. Registered Architect No. 1572
Bainbridge & Associates
Architects, P. A.
4334 Paces Ferry Road
Atlanta, Georgia 30339
Charleston, SC 29412

STATE OF GEORGIA)
COUNTY OF Cobb)

The foregoing instrument was acknowledged before me by Frederick F. Bainbridge this 15th day of October, 1982.

SWORN to before me this
15th day of October, 1982.

Cathy Williams (SEAL)
Notary Public for Georgia
My Commission Expires: Notary Public, Georgia, State at Large
My Commission Expires Jan. 26, 1985

K59/e

Paul M. [Signature]

MS 129PG404

EXHIBIT "B" TO MASTER DEED OF
TENNIS CLUB VILLAS HORIZONTAL PROPERTY REGIME

Description of Typical One Bedroom Villa
Villa Type "1"

The entry door opens into an "L" shaped foyer which consists of approximately 42.72 square feet (approximately 52.09 square feet in Villas in buildings Type C-2 on the first floor and Villas in the middle of the buildings on the second floor). The foyer provides access to 1) the kitchen, 2) a utility closet containing a water heater and an air handler unit serving the Villa exclusively (approximately 10.38 square feet), 3) the living room, 4) the bedroom, 5) a bath which is jointly accessible from the bedroom, 6) a utility closet containing a clothes washer and a clothes dryer (approximately 7.8 square feet), and 7) the owners lockable storage closet (approximately 8.72 square feet).

The kitchen is situated immediately to the left upon entering the Villa. The kitchen consists of approximately 81.90 square feet including the pantry, and contains a refrigerator/freezer with icemaker, a dishwasher, a double sink with a garbage disposal, and an oven (self-cleaning)/range with a hood above. All appliances are electric. The kitchen is open to the dining room.

The dining room consists of approximately 77.62 square feet and has access to a screened porch via a glass door. The dining room is open to the living room which consists of approximately 215.54 square feet (approximately 180.74 square feet in Villas in buildings Type C-2 on the first floor and in second floor Villas in the middle of the buildings). The living room is also accessible from the foyer. The living room has an alcove which contains a wet bar. There is access to a screened porch from the living area via double sliding glass doors, which porch is also accessible from the dining area.

Accessible from the entry foyer is the bedroom. The bedroom consists of approximately 177.30 square feet (approximately 157.32 square feet in Villas in buildings Type C-2 on the first floor and Villas on the second floor in the middle of the buildings) and has a closet (approximately 14.64 square feet). An adjoining bath (approximately 55.00 square feet) contains a tub with a shower head, commode and a vanity with two basins, which bath is also accessible from the foyer.

Nominal ceiling height is 8'0", except as otherwise indicated on the Exhibit "B" floor plans.

Villa Type "1R" has approximately 692.46 square feet (approximately 646.85 square feet when located on the first floor of buildings Type C-2 and the second floor in the middle of the buildings) of heated and cooled interior floor space. The screened porch and access deck are Common Elements.

All measurements are approximate and are subject to reasonable construction tolerances.

Measurements may vary slightly in buildings Type C-1 and C-2 as shown on the Exhibit "B" floor plans.

H53/a

MS 129PG404

EXHIBIT "B" TO MASTER DEED OF
TENNIS CLUB VILLAS HORIZONTAL PROPERTY REGIME

Description of Typical One Bedroom Villa
Villa Type "1R"

Villa Type "1R" is the mirror image or reverse floor plan of Villa Type "1".

The entry door opens into an "L" shaped foyer which consists of approximately 42.92 square feet (approximately 52.09 square feet in Villas in buildings Type C-1 on the first floor and the middle Villas on the second floor). The foyer provides access to 1) the kitchen, 2) a utility closet containing a water heater and an air handler unit serving the Villa exclusively (approximately 10.38 square feet), 3) the living room, 4) the bedroom, 5) a bath which is jointly accessible from the bedroom, 6) a utility closet containing a clothes washer and a clothes dryer (approximately 7.80 square feet), and 7) the owners lockable storage closet (approximately 8.72 square feet).

The kitchen is situated immediately to the right upon entering the Villa. The kitchen consists of approximately 81.90 square feet including the pantry, and contains a refrigerator/freezer with icemaker, a dishwasher, a double sink with a garbage disposal, and an oven (self-cleaning)/range with a hood above. All appliances are electric. The kitchen is open to the dining room.

The dining room consists of approximately 77.62 square feet and has access to a screened porch via a glass door. The dining room is open to the living room which consists of approximately 215.54 square feet (approximately 180.74 square feet in Villas in buildings Type C-1 on the first floor and the middle Villas on the second floor). The living room is also accessible from the foyer. The living room has an alcove which contains a wet bar. There is access to a screened porch from the living area via double sliding glass doors, which porch is also accessible from the dining area.

Accessible from the entry foyer is the bedroom. The bedroom consists of approximately 177.30 square feet (approximately 157.32 square feet in Villas in buildings Type C-1 on the first floor and the middle Villas on the second floor) and has a closet (approximately 14.64 square feet). An adjoining bath (approximately 55.63 square feet) contains a tub with a shower head, commode and a vanity with two basins, which bath is also accessible from the foyer.

Nominal ceiling height is 8'0", except as otherwise indicated on the Exhibit "B" floor plans.

Villa Type "1R" has approximately 692.46 square feet (approximately 646.85 square feet when located on the first floor of buildings Type C-1 and the second floor in the middle of the buildings) of heated and cooled interior floor space. The screened porch and access deck are Common Elements.

All measurements are approximate and are subject to reasonable construction tolerances.

Measurements may vary slightly in buildings Type C-1 and C-2 as shown on the Exhibit "B" floor plans.

B53/a

EXHIBIT "B" TO MASTER DEED OF
TENNIS CLUB VILLAS HORIZONTAL PROPERTY REGIME

Description of Typical Two Bedroom Villa
Villa Type "2"

The entry door opens into an "I" shaped foyer which consists of approximately 48.26 square feet. The foyer provides access to 1) the kitchen, 2) the living room, 3) a utility closet with two entrances (approximately 25.00 square feet) containing a water heater, an air handler unit serving the Villa exclusively, a clothes washer and a clothes dryer, 4) a bedroom (herein "second bedroom"), and 5) a bath which is also accessible from the second bedroom.

The kitchen is situated immediately to the left upon entering the Villa. The kitchen consists of approximately 86.05 square feet including the pantry, and contains a refrigerator/freezer with icemaker, a dishwasher, a double sink with a garbage disposal, and an oven (self-cleaning)/range with a hood above. All appliances are electric. The kitchen is open to the dining room.

The dining room consists of approximately 77.48 square feet and has access to a screened porch via a glass door. The dining room is open to the living room which consists of approximately 216.83 square feet. The living room is also accessible from the foyer. The living room has an alcove which contains a wet bar. There is access to a screened porch from the living area via double sliding glass doors, which porch is also accessible from the dining area and the master bedroom. The owner's lockable storage closet (approximately 7.12 square feet; approximately 7.41 square feet in second floor Villas, in Type A-1 and A-2 buildings) is accessible from the living room.

The master bedroom is accessible from a hall (approximately 12.41 square feet) located off the living room. The master bedroom (approximately 156.88 square feet) has access to the screened porch via a glass door. The master bedroom has an adjacent corridor which has closet alcoves situated on either side (total of approximately 23.22 square feet), which corridor provides access to a room containing a vanity with two basins (approximately 27.42 square feet; approximately 36.73 square feet in second floor Villas in Type A-1 and A-2 buildings). An adjoining room consisting of approximately 28.47 square feet (approximately 34.07 square feet in second floor Villas in Type A-1 and A-2 buildings) contains a tub with a shower head and a commode.

Accessible from the entry foyer is the second bedroom. The second bedroom consists of approximately 177.30 square feet (approximately 154.32 square feet in buildings Type C-1 in Villas located in the middle of the buildings on the first and second floors) and has a closet (approximately 11.17 square feet; approximately 11.71 square feet in second floor Villas in Type A-1 and A-2 buildings). An adjoining bath (approximately 44.21 square feet) contains a tub with a shower head, commode and a vanity with a basin, which bath is also accessible from the foyer.

Nominal ceiling height is 8'0", except as otherwise indicated on the Exhibit "B" floor plans.

Villa Type "2" has approximately 942.03 square feet (approximately 957.71 square feet in second floor Villas in Type A-1 and A-2 buildings; approximately 918.85 square feet in Villas in buildings Type C-2 when located in the middle of the buildings on the first and second floors) of heated and cooled interior floor space. The screened porch and access deck are Common Elements.

All measurements are approximate and are subject to reasonable construction tolerances.

Measurements may vary slightly in buildings Type C-1 and C-2 as shown on the Exhibit "B" floor plans.

H53/a

EXHIBIT "H" TO MASTER DEED OF
TENNIS CLUB VILLAS HORIZONTAL PROPERTY REGIME

Description of Typical Two Bedroom Villa
Villa Type "2"

The entry door opens into an "L" shaped foyer which consists of approximately 48.26 square feet. The foyer provides access to 1) the kitchen, 2) the living room, 3) a utility closet with two entrances (approximately 25.00 square feet) containing a water heater, an air handler unit serving the Villa exclusively, a clothes washer and a clothes dryer, 4) a bedroom (herein "second bedroom"), and 5) a bath which is also accessible from the second bedroom.

The kitchen is situate immediately to the left upon entering the Villa. The kitchen consists of approximately 86.05 square feet including the pantry, and contains a refrigerator/freezer with icemaker, a dishwasher, a double sink with a garbage disposal, and an oven (self-cleaning)/range with a hood above. All appliances are electric. The kitchen is open to the dining room.

The dining room consists of approximately 77.48 square feet and has access to a screened porch via a glass door. The dining room is open to the living room which consists of approximately 216.83 square feet. The living room is also accessible from the foyer. The living room has an alcove which contains a wet bar. There is access to a screened porch from the living area via double sliding glass doors, which porch is also accessible from the dining area and the master bedroom. The owner's lockable storage closet (approximately 7.12 square feet; approximately 7.41 square feet in second floor Villas, in Type A-1 and A-2 buildings) is accessible from the living room.

The master bedroom is accessible from a hall (approximately 12.41 square feet) located off the living room. The master bedroom (approximately 156.88 square feet) has access to the screened porch via a glass door. The master bedroom has an adjacent corridor which has closet alcoves situate on either side (total of approximately 23.22 square feet), which corridor provides access to a room containing a vanity with two basins (approximately 27.42 square feet; approximately 36.73 square feet in second floor Villas in Type A-1 and A-2 buildings). An adjoining room consisting of approximately 28.47 square feet (approximately 34.07 square feet in second floor Villas in Type A-1 and A-2 buildings) contains a tub with a shower head and a commode.

Accessible from the entry foyer is the second bedroom. The second bedroom consists of approximately 177.30 square feet (approximately 154.32 square feet in buildings Type C-1 in Villas located in the middle of the buildings on the first and second floors) and has a closet (approximately 11.17 square feet; approximately 11.71 square feet in second floor Villas in Type A-1 and A-2 buildings). An adjoining bath (approximately 44.21 square feet) contains a tub with a shower head, commode and a vanity with a basin, which bath is also accessible from the foyer.

Nominal ceiling height is 8'0", except as otherwise indicated on the Exhibit "B" floor plans.

Villa Type "2" has approximately 942.03 square feet (approximately 957.71 square feet in second floor Villas in Type A-1 and A-2 buildings; approximately 918.85 square feet in Villas in buildings Type C-2 when located in the middle of the buildings on the first and second floors) of heated and cooled interior floor space. The screened porch and access deck are Common Elements.

All measurements are approximate and are subject to reasonable construction tolerances.

Measurements may vary slightly in buildings Type C-1 and C-2 as shown on the Exhibit "B" floor plans.

H53/a

EXHIBIT "B" TO MASTER DEED OF
 TENNIS CLUB VILLAS HORIZONTAL PROPERTY REGIME

Description of Typical Two Bedroom Villa
 Villa Type "2R"

Villa Type "2R" is the mirror image or reverse floor plan of Villa Type "2".

The entry door opens into an "L" shaped foyer which consists of approximately 48.26 square feet. The foyer provides access to 1) the kitchen, 2) the living room, 3) a utility closet with two entrances (approximately 25.00 square feet) containing a water heater, an air handler unit serving the Villa exclusively, a clothes washer and a clothes dryer, 4) a bedroom (herein "second bedroom"), and 5) a bath which is also accessible from the second bedroom.

The kitchen is situated immediately to the right upon entering the Villa. The kitchen consists of approximately 86.05 square feet including the pantry, and contains a refrigerator/freezer with icemaker, a dishwasher, a double sink with a garbage disposal, and an oven (self-cleaning)/range with a hood above. All appliances are electric. The kitchen is open to the dining room.

The dining room consists of approximately 77.48 square feet and has access to a screened porch via a glass door. The dining room is open to the living room which consists of approximately 216.83 square feet. The living room is also accessible from the foyer. The living room has an alcove which contains a wet bar. There is access to a screened porch from the living area via double sliding glass doors, which porch is also accessible from the dining area and the master bedroom. The owner's lockable storage closet (approximately 7.12 square feet; approximately 7.41 square feet in second floor Villas, in Type A-1 and A-2 buildings) is accessible from the living room.

The master bedroom is accessible from a hall (approximately 12.41 square feet) located off the living room. The master bedroom (approximately 156.88 square feet) has access to the screened porch via a glass door. The master bedroom has an adjacent corridor which has closet alcoves situated on either side (total of approximately 23.22 square feet), which corridor provides access to a room containing a vanity with two basins (approximately 27.42 square feet; approximately 36.73 square feet in second floor Villas in Type A-1 and A-2 buildings). An adjoining room consisting of approximately 28.47 square feet (approximately 34.07 square feet in second floor Villas in Type A-1 and A-2 buildings) contains a tub with a shower head and a commode.

Accessible from the entry foyer is the second bedroom. The second bedroom consists of approximately 177.30 square feet (approximately 154.32 square feet in buildings Type C-2 in Villas located in the middle of the buildings on the first and second floors) and has a closet (approximately 11.17 square feet; approximately 11.71 square feet in second floor Villas in Type A-1 and A-2 buildings). An adjoining bath (approximately 44.21 square feet) contains a tub with a shower head, commode and a vanity with a basin, which bath is also accessible from the foyer.

Nominal ceiling height is 8'0", except as otherwise indicated on the Exhibit "B" floor plans.

Villa Type "2R" has approximately 942.03 square feet (approximately 957.71 square feet in second floor Villas in Type A-1 and A-2 buildings; approximately 918.85 square feet in buildings Type C-2 when located in the middle of the buildings on the first and second floors) of heated and cooled interior floor space. The screened porch and access deck are Common Elements.

All measurements are approximate and are subject to reasonable construction tolerances.

Measurements may vary slightly in buildings Type C-1 and C-2 as shown on the Exhibit "B" floor plans.

H53/a

EXHIBIT "B" TO MASTER DEED OF
 TENNIS CLUB VILLAS HORIZONTAL PROPERTY REGIME

Description of Typical Three Bedroom Villa
 Villa Type "3"

The entry door opens into an "T" shaped foyer which consists of approximately 52.94 square feet. The foyer provides access to 1) the kitchen, 2) the living room, 3) a utility closet containing an air handler unit serving the Villa exclusively (approximately 10.38 square feet), 4) a bedroom (herein "third bedroom"), 5) a bath which is also accessible from the third bedroom, and 6) the owner's lockable storage closet (approximately 5.76 square feet).

The kitchen is situated immediately to the left upon entering the Villa. The kitchen consists of approximately 78.5 square feet which includes a pantry and contains a refrigerator/freezer with icemaker, a dishwasher, a double sink with a garbage disposal, and an oven (self-cleaning)/range with a hood above. All appliances are electric. The kitchen is open to the dining room.

The dining room consists of approximately 90.26 square feet and has access to a screened porch via a glass door. The dining room is open to the living room which consists of approximately 215.23 square feet. The living room is also accessible from the foyer. The living room has an alcove which contains a wet bar. There is access to a screened porch from the living area via double sliding glass doors, which porch is also accessible from the dining area and the master bedroom.

A hall extending off the living room provides access to the master bedroom, a utility closet containing a clothes washer and a clothes dryer (approximately 30.03 square feet), a utility closet containing a water heater (approximately 3.72 square feet), and a second bedroom (herein "second bedroom").

The master bedroom (approximately 156.75 square feet) has access to the screened porch via a glass door. The master bedroom has an adjacent walk-in wardrobe (approximately 26.13 square feet). Also accessible from the master bedroom is a room containing a vanity with two basins (approximately 26.99 square feet) and an adjoining room consisting of approximately 27.82 square feet containing a tub with a shower head and a commode.

The second bedroom consists of approximately 137.00 square feet and has a closet (approximately 15.35 square feet). An adjacent bath (approximately 41.38 square feet) contains a tub with a shower head, a commode and a vanity with a basin.

Accessible from the entry foyer is the Villa's third bedroom. The third bedroom consists of approximately 177.30 square feet and has a closet (approximately 14.64 square feet). An adjoining bath (approximately 44.21 square feet) contains a tub with a shower head, commode and a vanity with a basin, which bath is also accessible from the foyer.

Nominal ceiling height is 8'0", except as otherwise indicated on the Exhibit "B" floor plans.

Villa Type "3" has approximately 1,154.4 square feet of heated and cooled interior floor space. The screened porch and access deck are Common Elements.

All measurements are approximate and are subject to reasonable construction tolerances.

R53/a

EXHIBIT "H" TO MASTER DEED OF
TENNIS CLUB VILLAS HORIZONTAL PROPERTY REGIME

Description of Typical Three Bedroom Villa
Villa Type "3R"

Villa Type "3R" is the mirror image or reverse floor plan of Villa Type "3".

The entry door opens into an "I" shaped foyer which consists of approximately 52.94 square feet. The foyer provides access to 1) the kitchen, 2) the living room, 3) a utility closet containing an air handler unit serving the Villa exclusively (approximately 10.38 square feet), 4) a bedroom (herein "third bedroom"), 5) a bath which is also accessible from the third bedroom, and 6) the owner's lockable storage closet (approximately 5.76 square feet).

The kitchen is situate immediately to the right upon entering the Villa. The kitchen consists of approximately 78.5 square feet which includes a pantry and contains a refrigerator/freezer with icemaker, a dishwasher, a double sink with a garbage disposal, and an oven (self-cleaning)/range with a hood above. All appliances are electric. The kitchen is open to the dining room.

The dining room consists of approximately 90.26 square feet and has access to a screened porch via a glass door. The dining room is open to the living room which consists of approximately 215.23 square feet. The living room is also accessible from the foyer. The living room has an alcove which contains a wet bar. There is access to a screened porch from the living area via double sliding glass doors, which porch is also accessible from the dining area and the master bedroom.

A hall extending off the living room provides access to the master bedroom, a utility closet containing a clothes washer and a clothes dryer (approximately 30.03 square feet), a utility closet containing a water heater (approximately 3.72 square feet), and a second bedroom (herein "second bedroom").

The master bedroom (approximately 156.75 square feet) has access to the screened porch via a glass door. The master bedroom has an adjacent walk-in wardrobe (approximately 26.13 square feet). Also accessible from the master bedroom is a room containing a vanity with two basins (approximately 26.99 square feet) and an adjoining room consisting of approximately 27.82 square feet contains a tub with a shower head and a commode.

The second bedroom consists of approximately 137.00 square feet and has a closet (approximately 15.35 square feet). An adjacent bath (approximately 41.38 square feet) contains a tub with a shower head, a commode and a vanity with a basin.

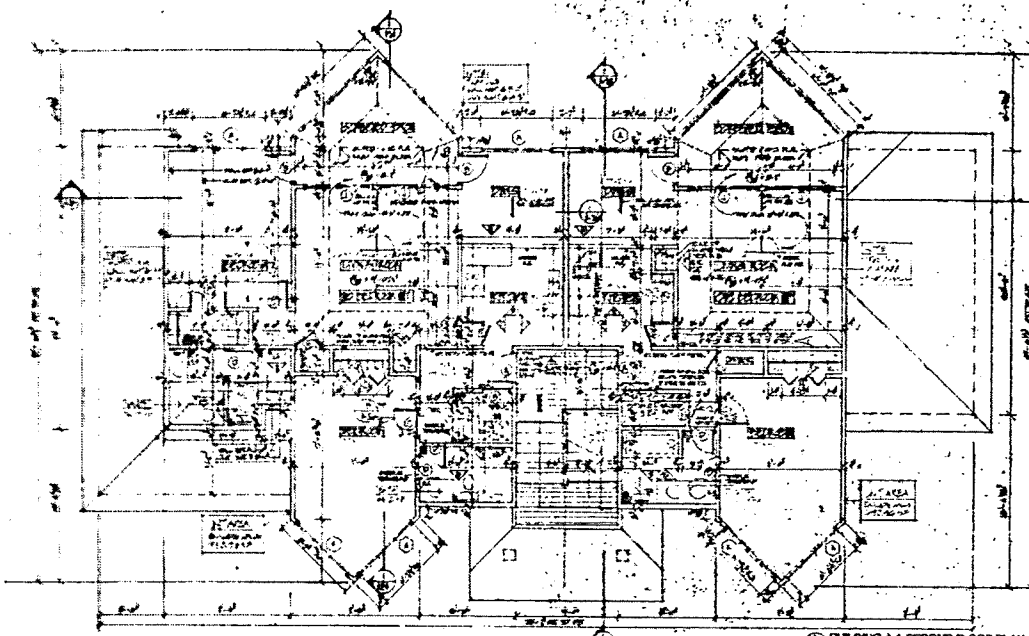
Accessible from the entry foyer is the Villa's third bedroom. The third bedroom consists of approximately 177.30 square feet and has a closet (approximately 14.64 square feet). An adjoining bath (approximately 44.21 square feet) contains a tub with a shower head, commode and a vanity with a basin, which bath is also accessible from the foyer.

Nominal ceiling height is 8'0", except as otherwise indicated on the Exhibit "B" floor plans.

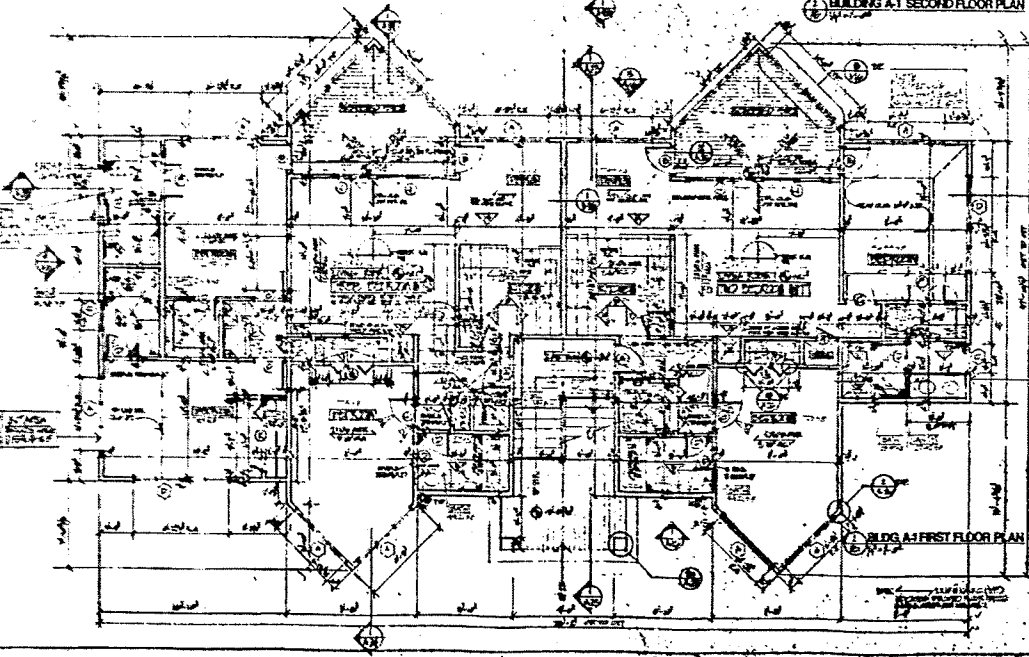
Villa Type "3" has approximately 1,154.4 square feet of heated and cooled interior floor space. The screened porch and access deck are Common Elements.

All measurements are approximate and are subject to reasonable construction tolerances.

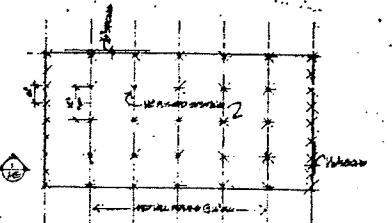
H53/a



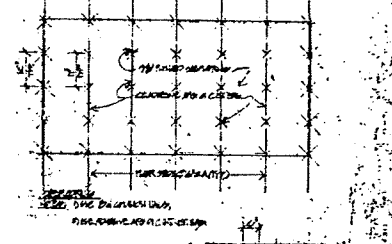
BUILDING A-1 SECOND FLOOR PLAN



BUILDING A-1 FIRST FLOOR PLAN



SECTION 2
SECTION 1



SECTION 2
SECTION 1

REVISIONS
 1. CHANGE FROM 1/2" TO 1/4" SCALE
 2. CHANGE FROM 1/2" TO 1/4" SCALE

BUILDING A-1
 1-1 SECTION
 1-2 SECTION
 1-3 SECTION

GENERAL NOTES APPLICABLE TO ALL PAGES
 OCCUR ON PAGE 2 OF 15

SCALE: 1/4" = 1'-0"
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DATE: [Date]

SEAL OF THE ARCHITECTS
 KAHN PRODUCT ICE ROSSBERG
 ARCHITECTS & ASSOCIATES
 ARCHITECTS: PA

01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

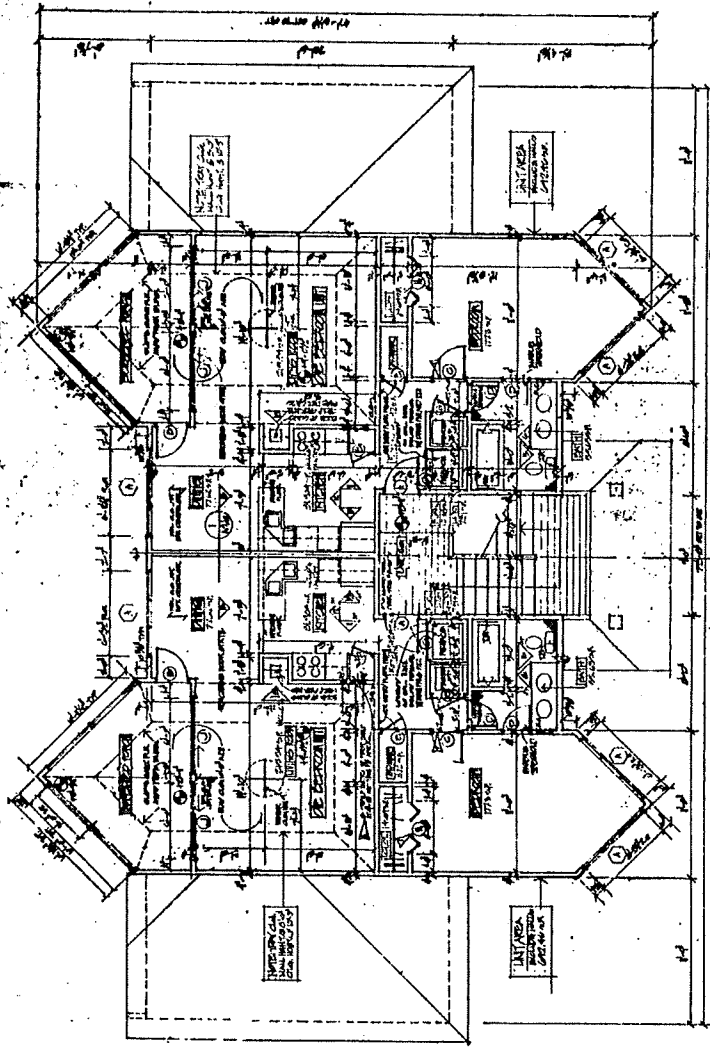
J. J. ...
 ...
 ...

BUILDING B
 2-1 ...
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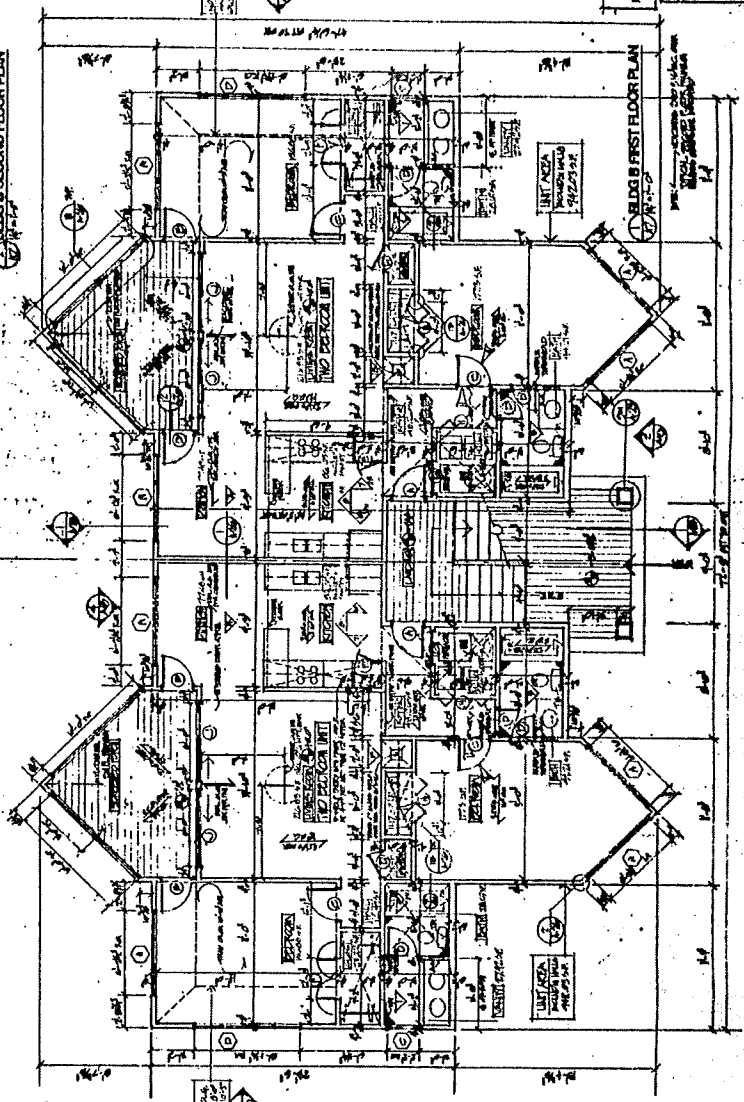


BUILDING B
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A7



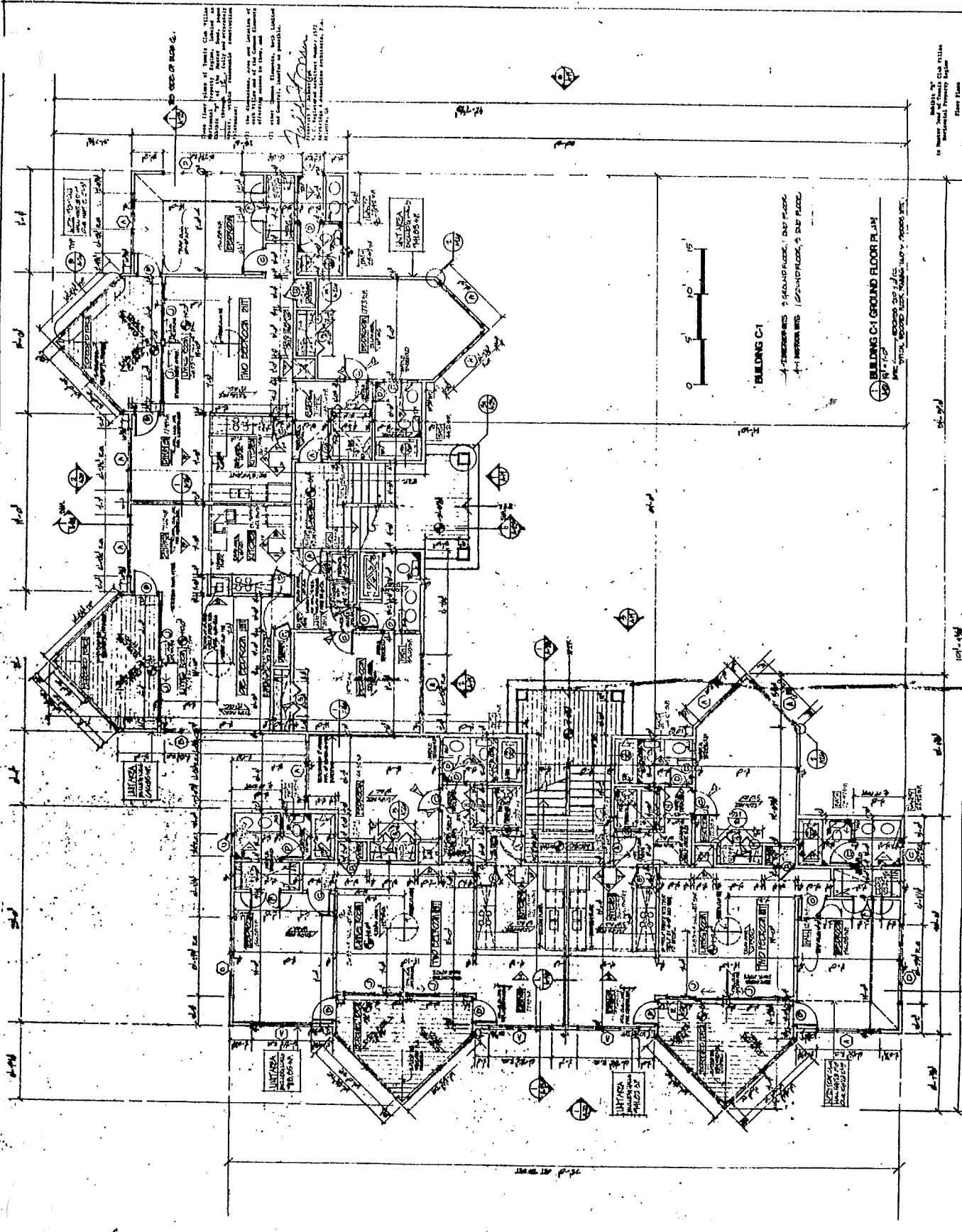
BUILDING B SECOND FLOOR PLAN



BUILDING B FIRST FLOOR PLAN



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These lines show the limits of the building. The building is shown in the center of the site. The building is shown in the center of the site. The building is shown in the center of the site.

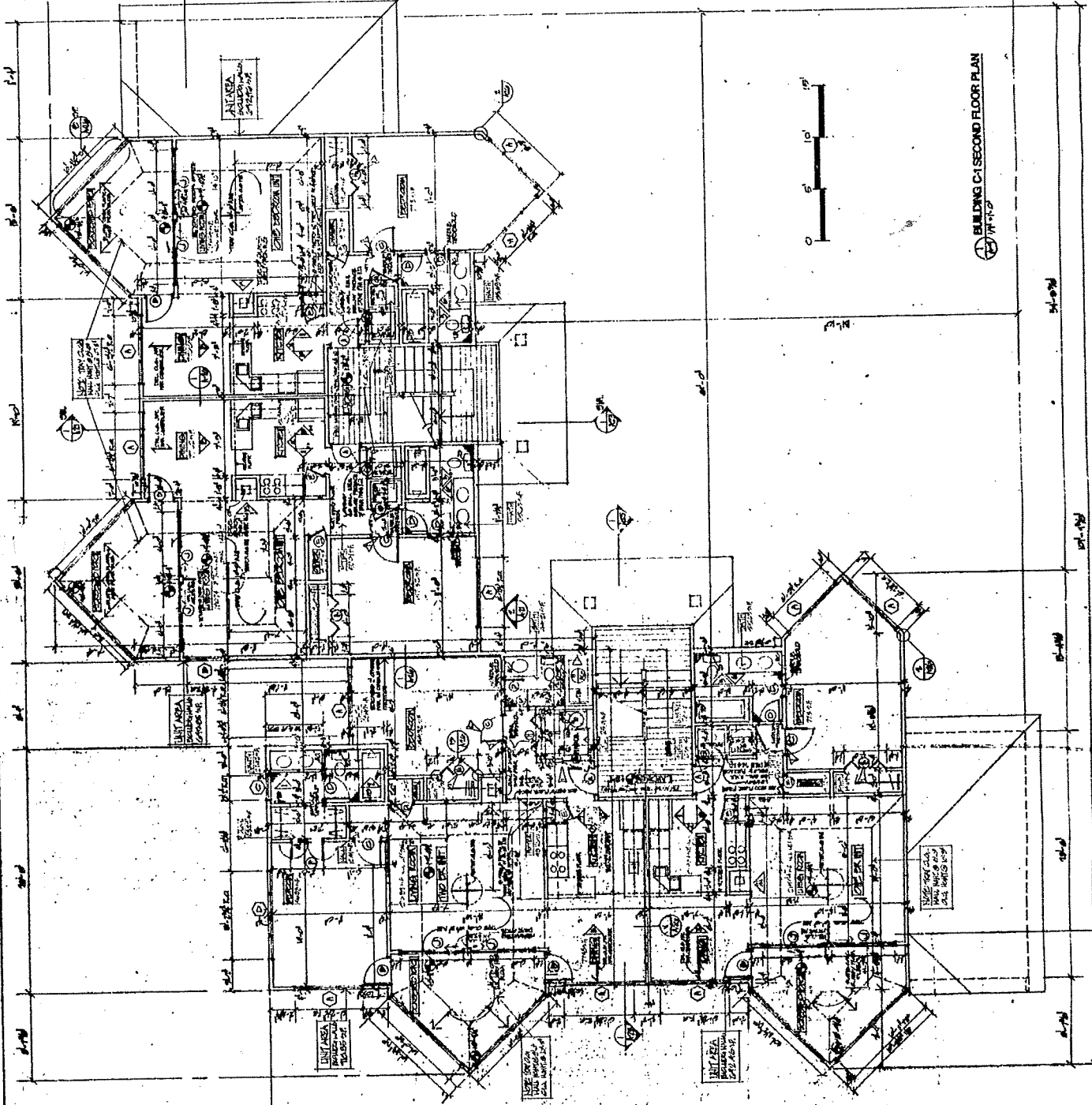
BUILDING C1
 1-1000000 2-1000000 3-1000000 4-1000000
BUILDING C1 GROUND FLOOR PLAN
 1-1000000 2-1000000 3-1000000 4-1000000

Scale: 1" = 10'-0"
 North Arrow

	REGISTERED PROFESSIONAL ENGINEER STATE OF TEXAS No. 12345 Exp. 12/31/2024
	REGISTERED PROFESSIONAL ARCHITECT STATE OF TEXAS No. 67890 Exp. 12/31/2024
RYAN PRODUCT IS ISSUING THESE PLANS FOR THE PROJECT PROJECT NO. 12345 PROJECT NAME: BUILDING C1	

These floor plans of Tower C1A shall be used in accordance with the provisions of the applicable laws, regulations, codes, ordinances, and rules of the City of Philadelphia, and shall be used in accordance with the provisions of the applicable laws, regulations, codes, ordinances, and rules of the City of Philadelphia, and shall be used in accordance with the provisions of the applicable laws, regulations, codes, ordinances, and rules of the City of Philadelphia.

DATE OF ISSUE: 08/15/2018



BUILDING C1 SECOND FLOOR PLAN

DESIGNED BY: [Firm Name]
 ARCHITECT: [Firm Name]
 DATE: 08/15/2018

A9

PHILADELPHIA
 REGISTERED PROFESSIONAL ARCHITECTS

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 REGISTERED PROFESSIONAL ARCHITECTS

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PHILADELPHIA
 REGISTERED PROFESSIONAL ARCHITECTS

These Plans shall be used in accordance with the specifications and conditions of contract, and shall be subject to the approval of the Engineer. The Contractor shall be responsible for the accuracy of the information furnished to the Architect and Engineer.

(1) The Architect, Engineer and Contractor shall be jointly and severally liable for the accuracy of the information furnished to the Architect and Engineer.

(2) The Contractor shall be responsible for the accuracy of the information furnished to the Architect and Engineer.

J. J. [Signature]

Architect & Engineer
 1000 North 10th Street, Suite 1000
 Harrisburg, PA 17102

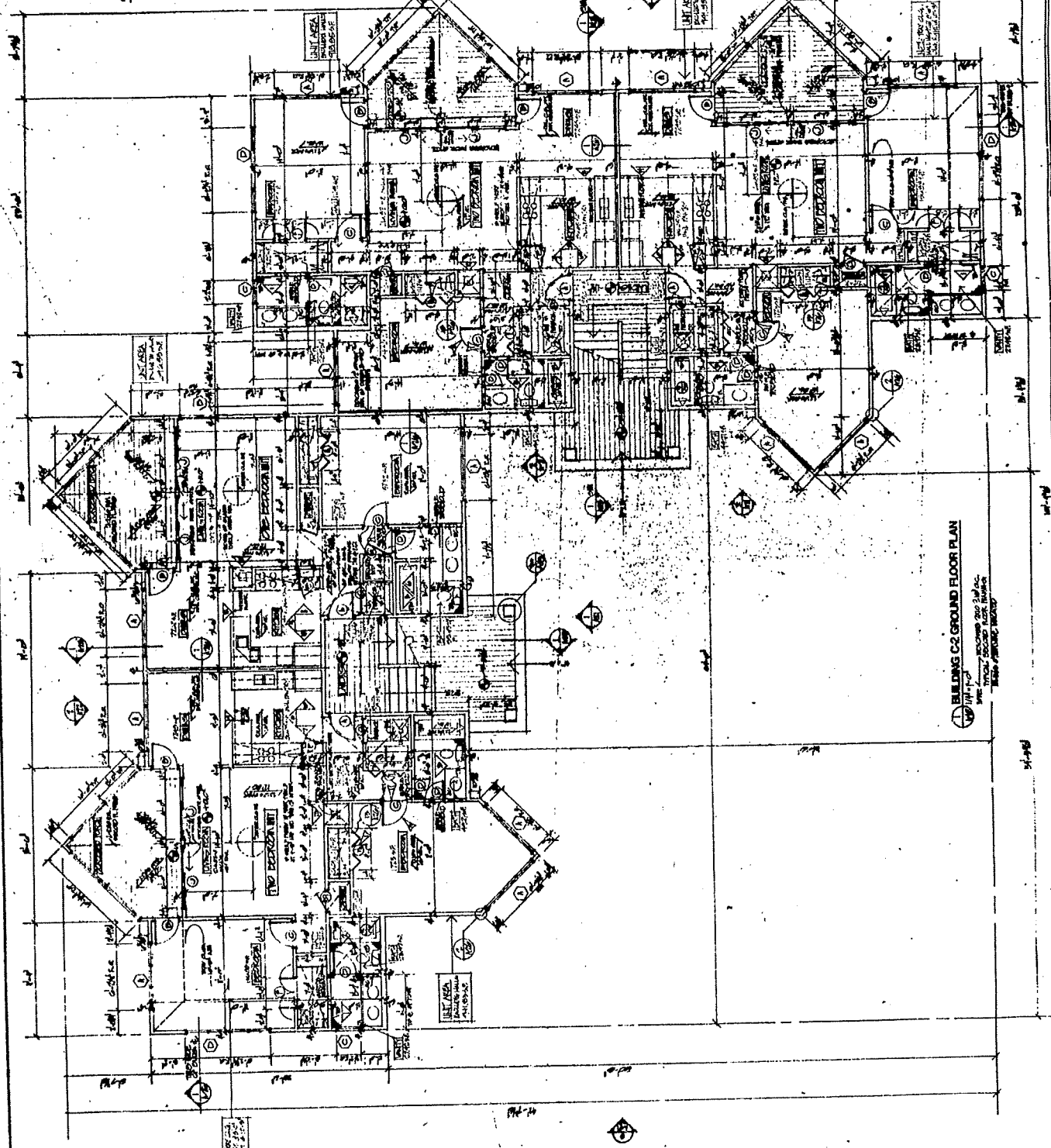
BUILDING C2

4 - 20000 S.W. 24th St., Ft. Lauderdale, FL 33309

1 - 1 - 10000 S.W. 24th St., Ft. Lauderdale, FL 33309

DATE: 11/12/10

SCALE: AS SHOWN



BUILDING C2 GROUND FLOOR PLAN

1/4" = 1'-0"

SEE ARCHITECTURAL RECORD FOR THE GROUND FLOOR PLAN

DATE: 11/12/10

SCALE: AS SHOWN

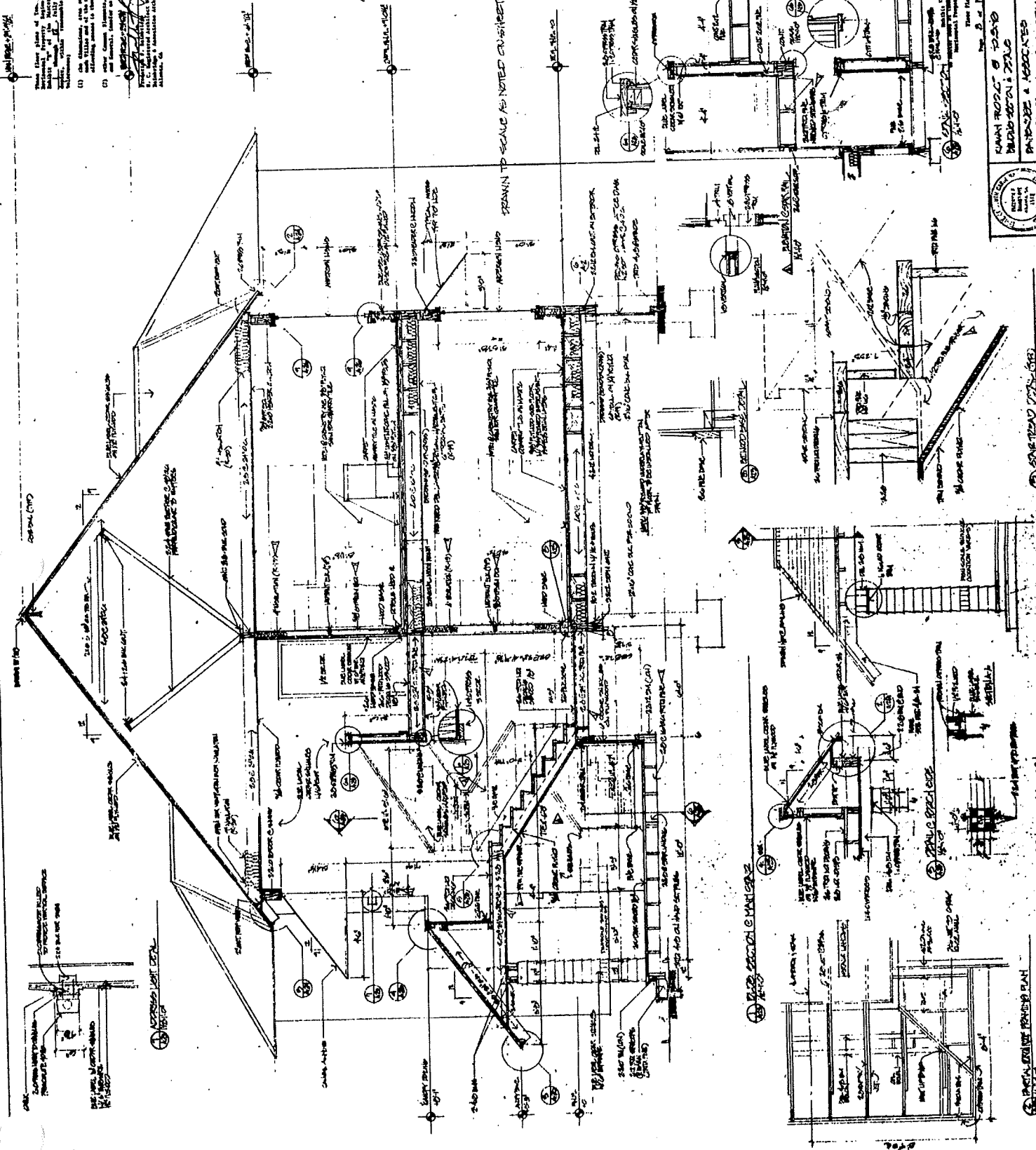
PROJECT: BUILDING C2 GROUND FLOOR PLAN

ARCHITECT & ENGINEER: J. J. [Signature]

1000 North 10th Street, Suite 1000
 Harrisburg, PA 17102

A10

1. Title
 2. Date
 3. Project Name
 4. Client Name
 5. Architect Name
 6. Architect Address
 7. Architect Phone
 8. Architect License No.
 9. Architect State
 10. Architect City
 11. Architect State
 12. Architect City
 13. Architect State
 14. Architect City
 15. Architect State
 16. Architect City
 17. Architect State
 18. Architect City
 19. Architect State
 20. Architect City



DRAWING TO SCALE AS NOTED ON SHEETS OF 24

RANAH ROY & ASSOCIATES
 ARCHITECTS & ASSOCIATED
 ARCHITECTS IN NEW YORK STATE



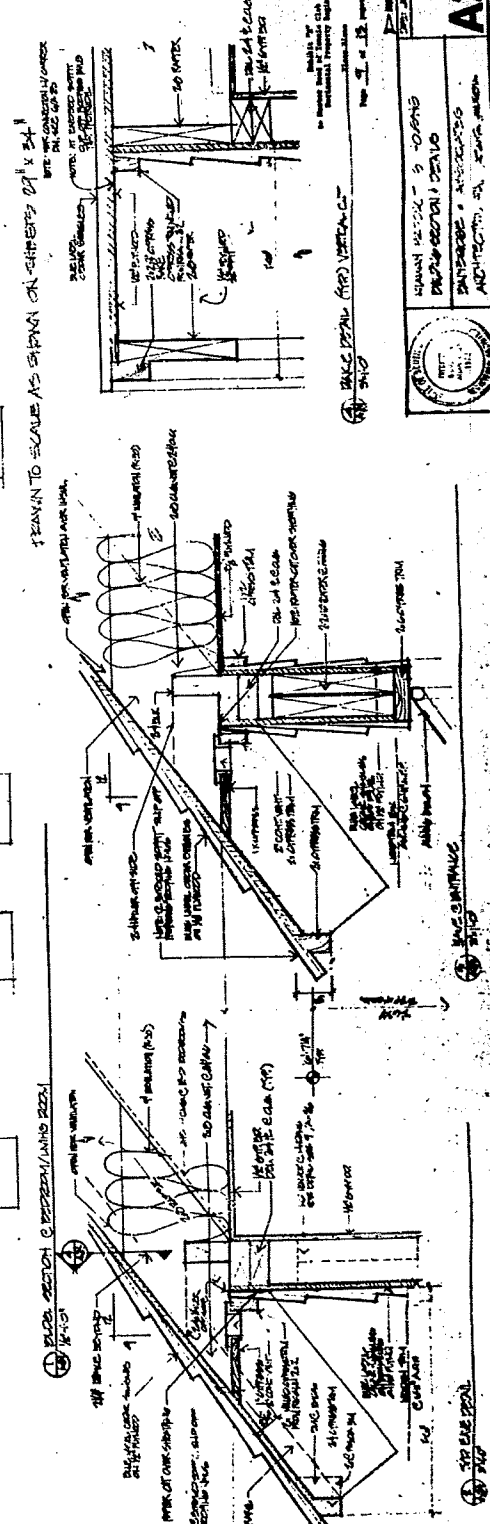
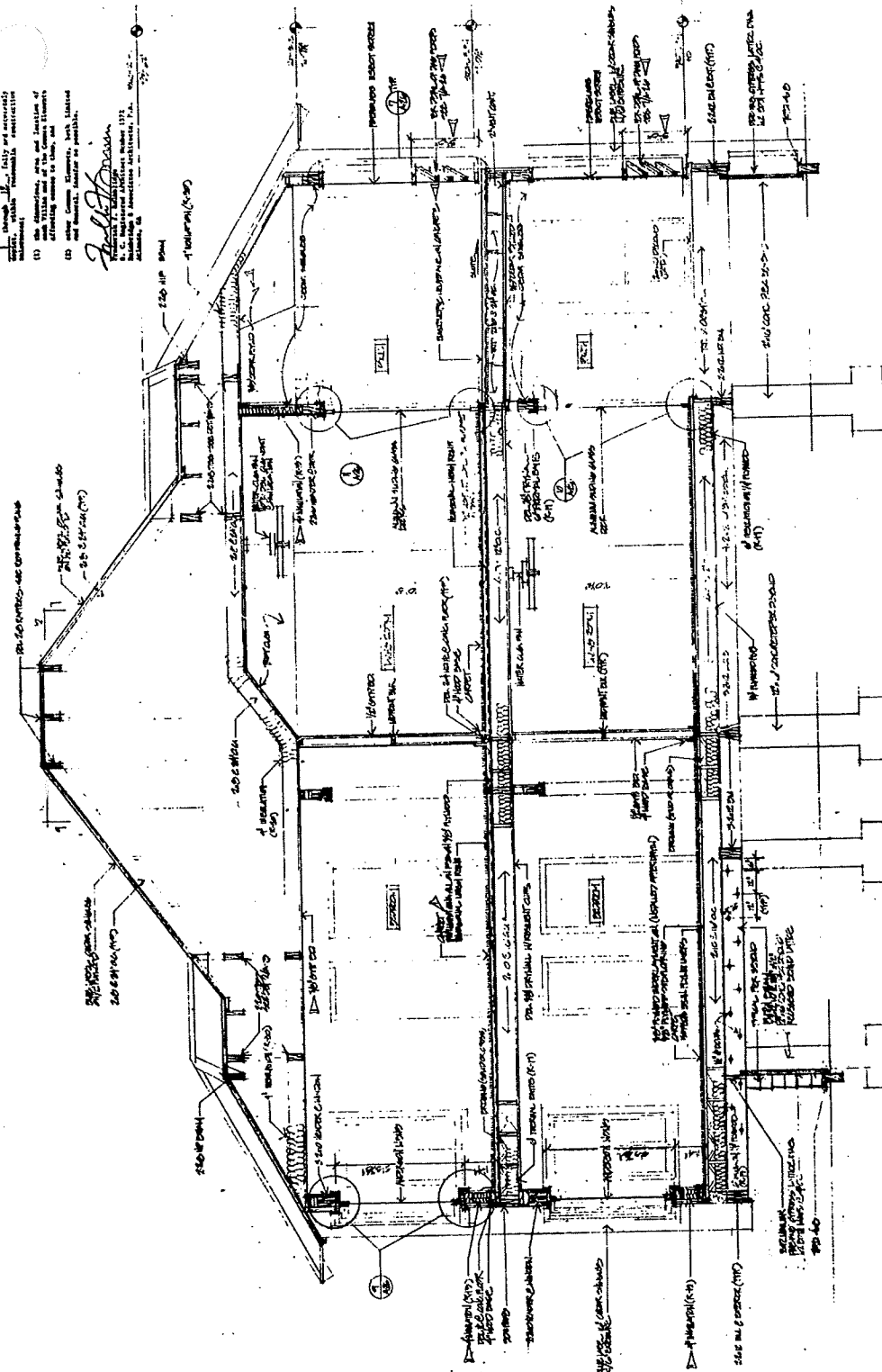
SHEET NO. 23 OF 24

PROJECT NO. 100-1000

DRAWING NO. 100-1000

These Plans shall be treated as final for all purposes unless otherwise indicated. The contractor shall be responsible for obtaining all necessary permits and for the accuracy of all dimensions and materials. The architect shall not be responsible for the construction of the building.

J. H. ...
 ARCHITECT



A24
 HUMAN MODEL - 3 - 0 - 0 - 0
 DRY-ROCK / STENO
 ARCHITECTURE - ENGINEERING
 ARCHITECTURE, INC. - ST. LOUIS, MISSOURI

1/2" = 1'-0"

SHAW ROBERTS ENGINEERS
ARCHITECTS & ASSOCIATES
1000 ...



DATE: 10/20/2012
BY: [Signature]

NO. 10/20/2012
BY: [Signature]

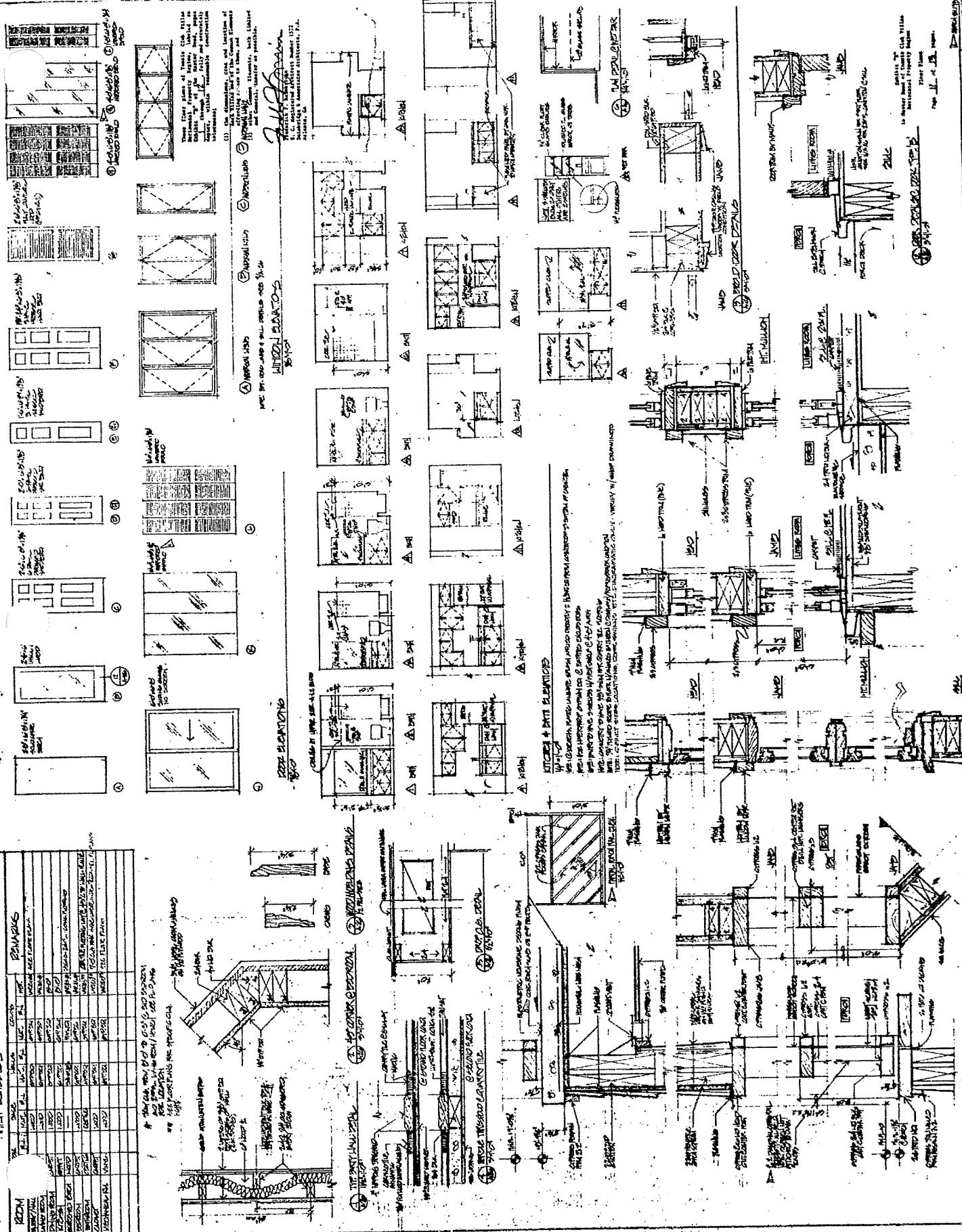
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BY: [Signature]

NO. 10/20/2012
BY: [Signature]

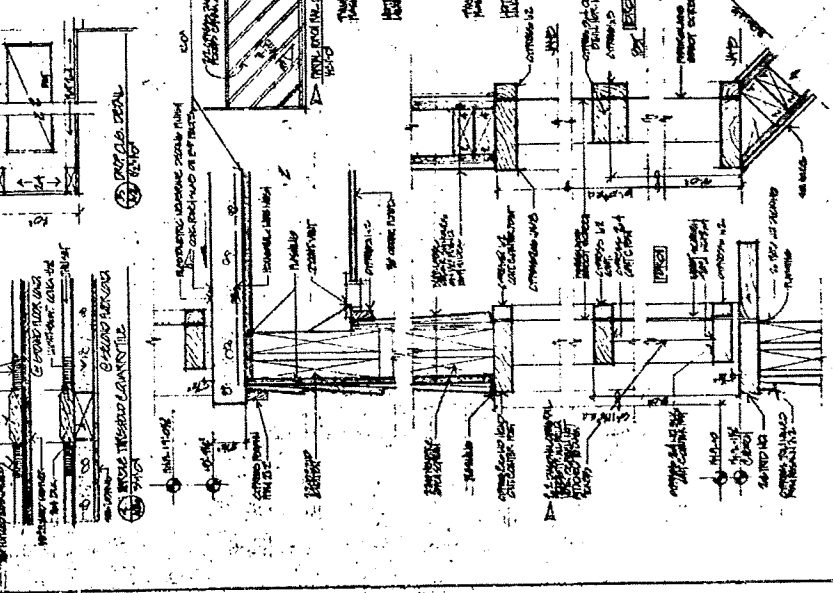
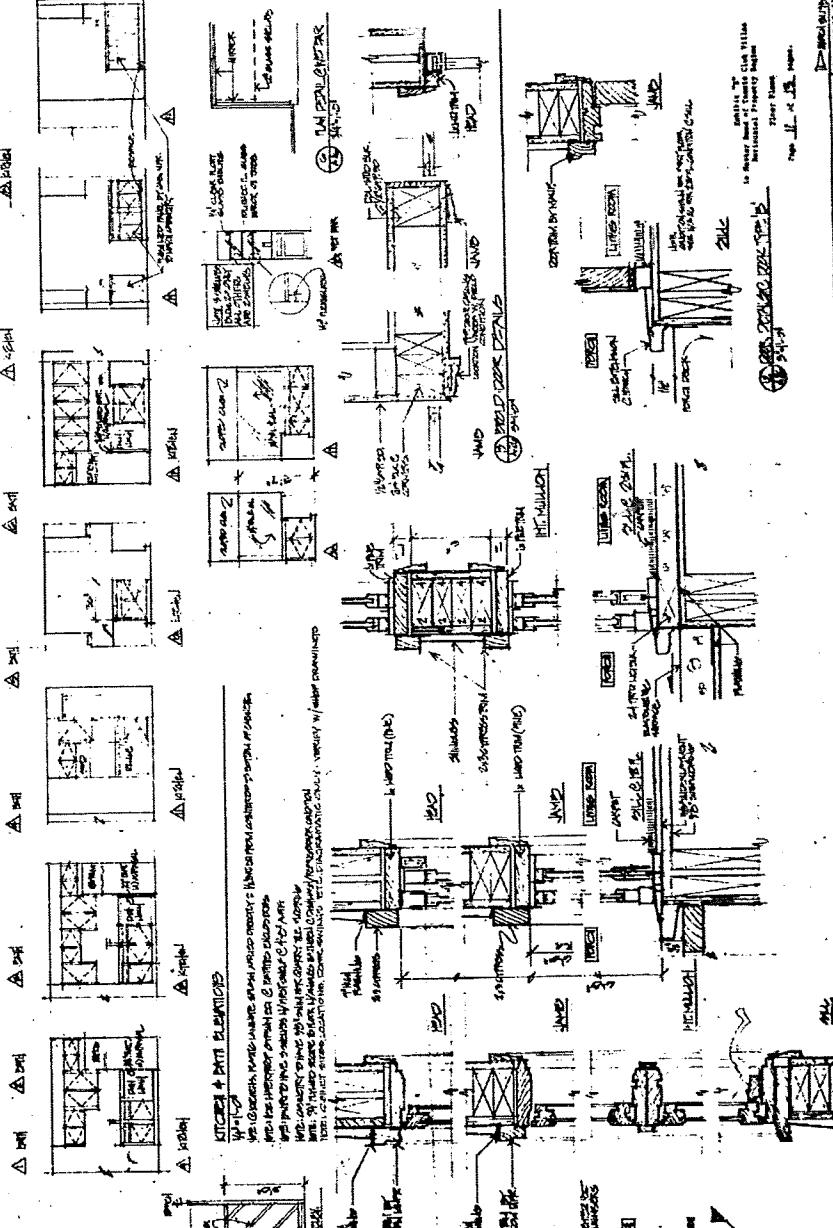
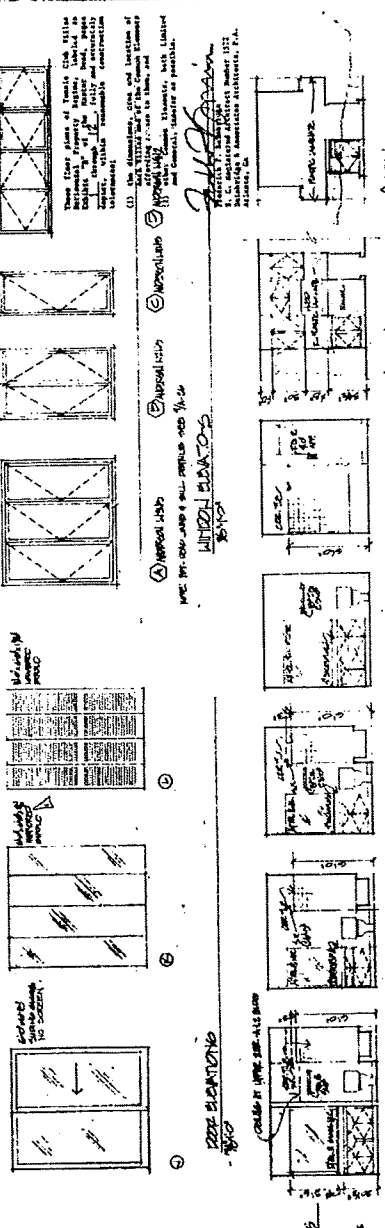
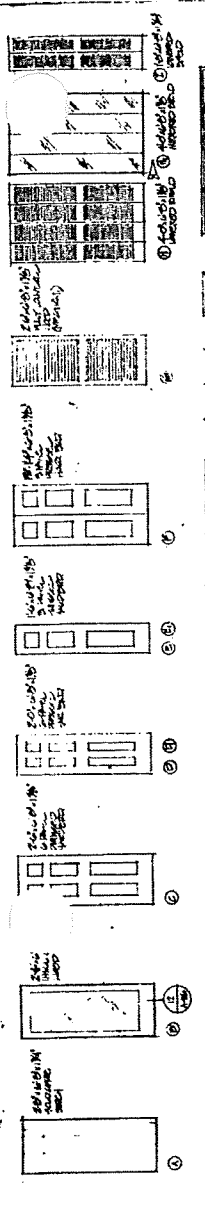
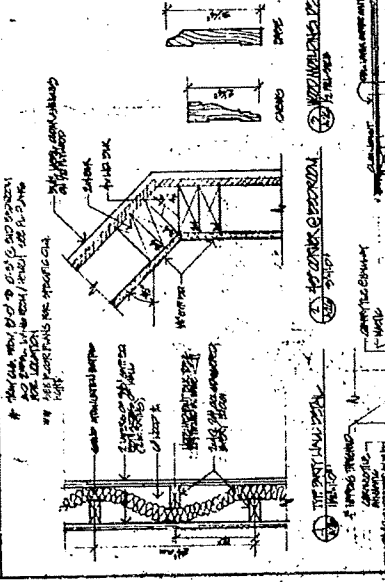
NO. 10/20/2012
BY: [Signature]

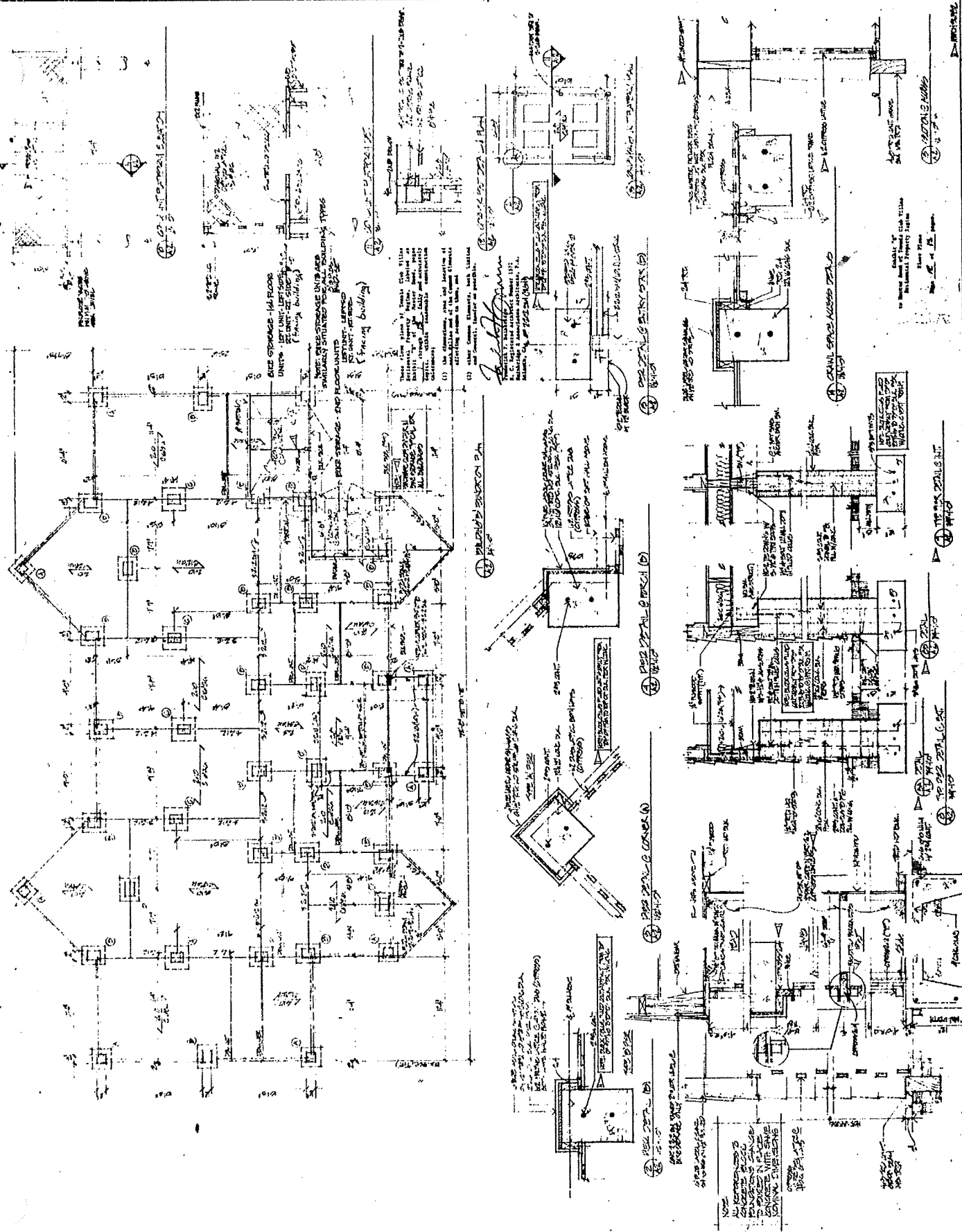
PRINTED TO SCALE AS SHOWN ON SHEETS 04X001



FINISH SCHEDULE

ROOM	NO.	FINISH	DESCRIPTION
101	1	WALL	PAINTED
101	2	CEILING	PAINTED
101	3	FLOOR	PAINTED
102	1	WALL	PAINTED
102	2	CEILING	PAINTED
102	3	FLOOR	PAINTED
103	1	WALL	PAINTED
103	2	CEILING	PAINTED
103	3	FLOOR	PAINTED
104	1	WALL	PAINTED
104	2	CEILING	PAINTED
104	3	FLOOR	PAINTED
105	1	WALL	PAINTED
105	2	CEILING	PAINTED
105	3	FLOOR	PAINTED
106	1	WALL	PAINTED
106	2	CEILING	PAINTED
106	3	FLOOR	PAINTED
107	1	WALL	PAINTED
107	2	CEILING	PAINTED
107	3	FLOOR	PAINTED
108	1	WALL	PAINTED
108	2	CEILING	PAINTED
108	3	FLOOR	PAINTED
109	1	WALL	PAINTED
109	2	CEILING	PAINTED
109	3	FLOOR	PAINTED
110	1	WALL	PAINTED
110	2	CEILING	PAINTED
110	3	FLOOR	PAINTED





ONE STORAGE - 1st FLOOR
 UNIT - LEFT SIDE
 (Storage building)

NOTE: ONE STORAGE UNIT AND
 SIMILARLY SITUATED FOR ALL BUILDING TYPES
 FOR UNIT - SEE
 (Storage building)

These plans show the
 layout of the building
 and the location of the
 various rooms and
 corridors. The building
 is a rectangular structure
 with a central corridor
 and several rooms on
 either side. The
 drawing is a detailed
 architectural plan.

John J. ...
 ARCHITECT
 1234 ...
 ...

A2

SWAN PROJECT IS DESIGNING
 MULTIFUNCTIONAL BUILDINGS
 ARCHITECTS & ASSOCIATES
 ARCHITECTS, P.A. MEMPHIS, TENNESSEE

DATE: 11/15/10
 DRAWING NO.: 10100-01

REMAIN TO BE DONE AS SHOWN ON SHEET 10100-02

10100-01

10100-02

10100-03

10100-04

10100-05

10100-06

10100-07

10100-08

10100-09

10100-10

10100-11

10100-12

10100-13

10100-14

10100-15

10100-16

10100-17

10100-18

10100-19

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10100-21

10100-22

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10100-37

10100-38

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10100-43

10100-44

10100-45

10100-46

10100-47

10100-48

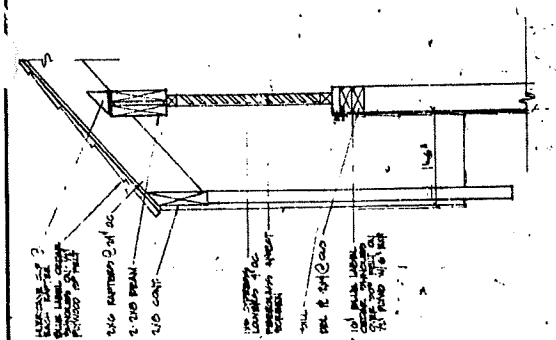
10100-49

10100-50

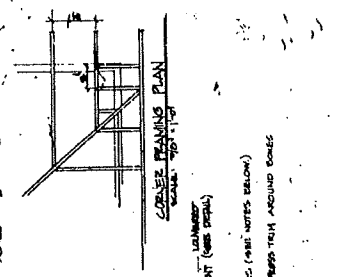
UTILITY/STORAGE BUILDING



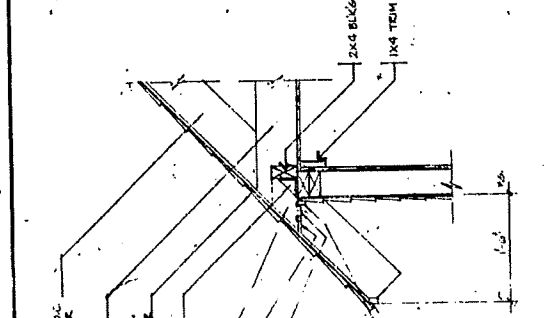
EXHIBIT 'B'
 DRAWING FOR THE UTILITY/STORAGE BUILDING
 MADE IN THE STATE OF MICHIGAN



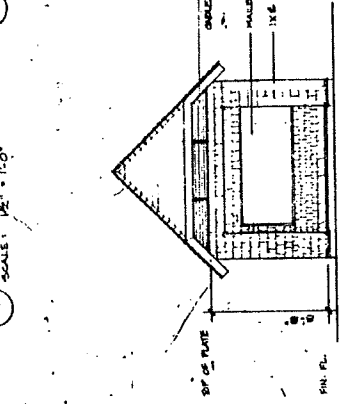
C SECTION ON EAVE - DOWNSIDE VIEW
 SCALE: 1/2" = 1'-0"



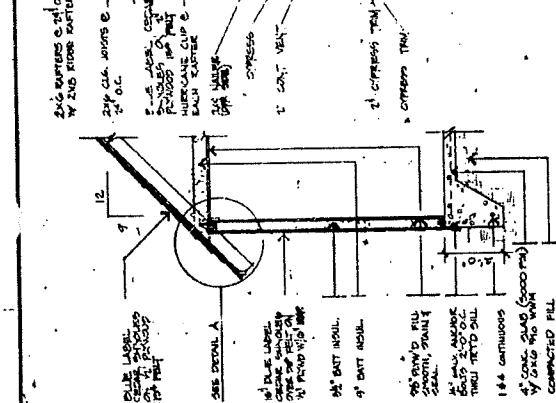
ROOF FRAMING PLAN
 SCALE: 1/2" = 1'-0"



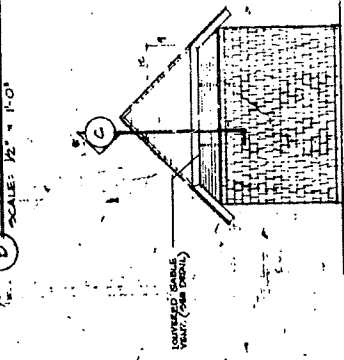
A DETAIL OF EAVE
 SCALE: 1/2" = 1'-0"



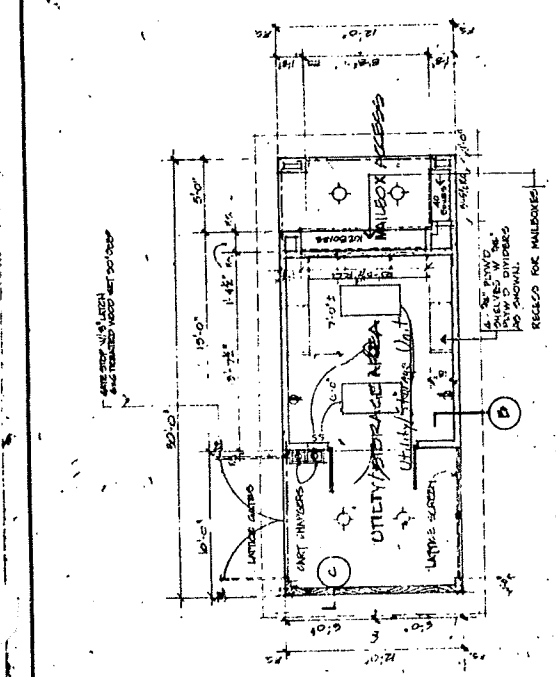
END ELEVATION
 SCALE: 1/4" = 1'-0"



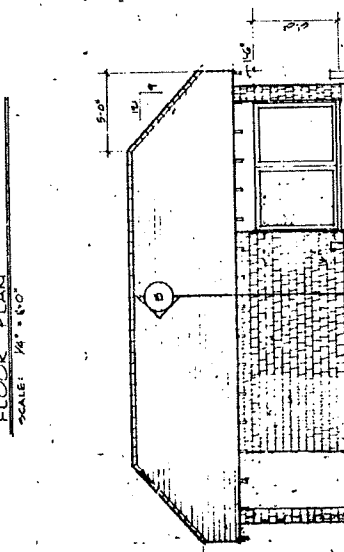
B TYPICAL WALL SECTION
 SCALE: 1/2" = 1'-0"



END ELEVATION
 SCALE: 1/4" = 1'-0"



FLOOR PLAN
 SCALE: 1/4" = 1'-0"



SIDE ELEVATION
 SCALE: 1/4" = 1'-0"

GENERAL NOTES / LEGEND

1. ALL WOOD SHALL BE TREATED.
2. ROOF SHALL BE 1/2\"/>

GENERAL NOTES / LEGEND

1. ALL WOOD SHALL BE TREATED.
2. ROOF SHALL BE 1/2\"/>

GENERAL NOTES

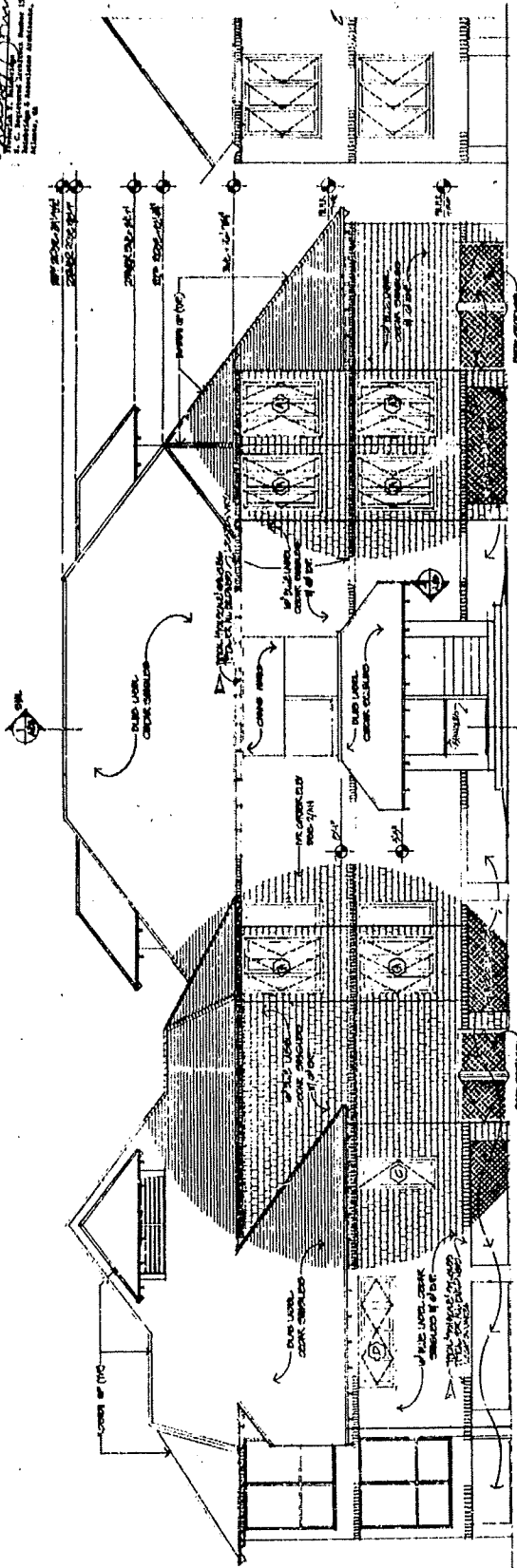
1. SHINGLES TO MATCH RESIDENTIAL BUILDINGS.
2. SHINGLES TO MATCH RESIDENTIAL BUILDINGS.
3. EXTERIOR STAIN TO BE AS FOLLOWS: SIDING - EMERALD METABOLIC STAIN; CEILING AND TRIM - COOL AND TRIM.
4. MAILBOXES TO BE 6200 SERIES FRONT LOADING, MODEL # 6200-70 (S) 28 (420-718) BY BOMBER OR APPROVED EQUAL. MAILBOXES TO BE ALUMINUM FINISHED ALUMINUM # 6200.
5. INTERIOR FINISH TO BE COORDINATED BY LANDSCAPE ARCHITECT.
6. PAINT COLOR TO BE COORDINATED BY LANDSCAPE ARCHITECT.
7. PAINT COLOR TO BE COORDINATED BY LANDSCAPE ARCHITECT.
8. MAILBOXES TO BE REMOVED IN ACCORDANCE WITH APPROVED SUBMITTAL.

PLANNING SCALE AS NOTED ON SHEET 203-204

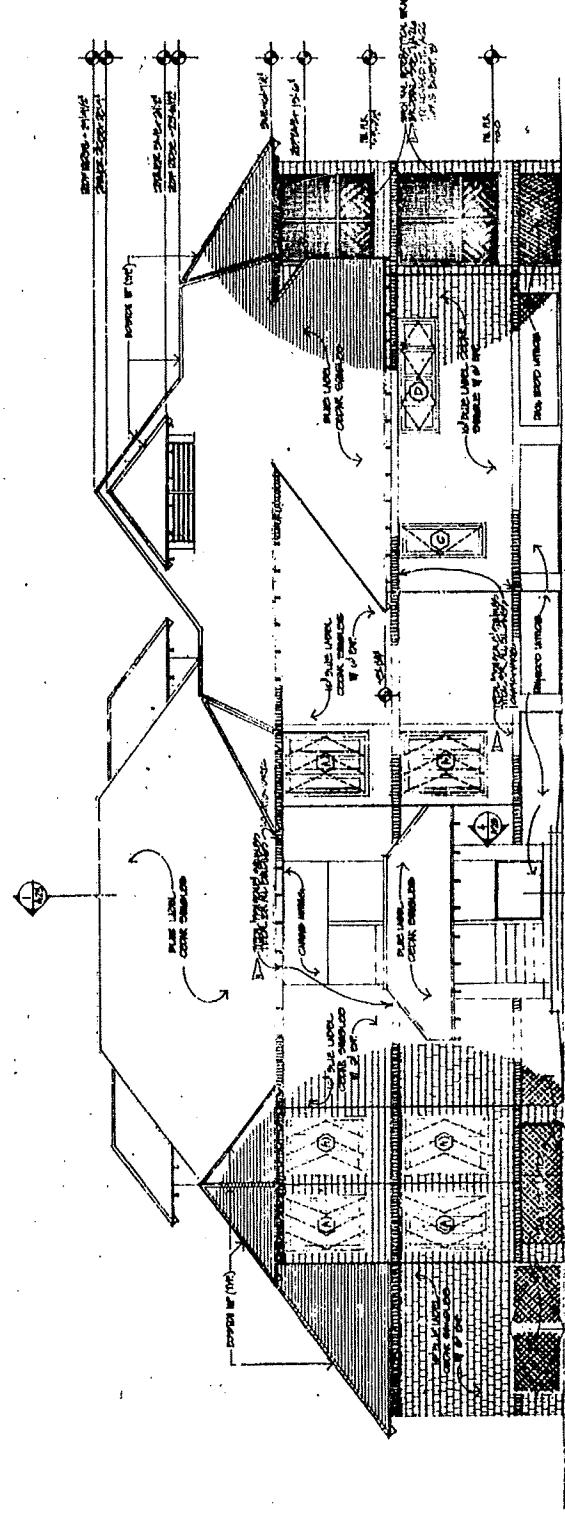
UNIONIA 234-440-N-101-A12 W/ 4 PARTS/ SW LAYS
 1/2\"/>



1000 N. BROADWAY
 SUITE 100
 TAMPA, FL 33602
 TEL: 813-251-1111
 FAX: 813-251-1112
 WWW: WWW.PRSANN.COM
 JOHN PRSANN ARCHITECTS, P.A.
 ARCHITECTS



FRONT ELEVATION
1/4" = 1'-0"



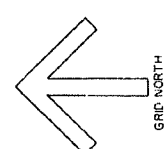
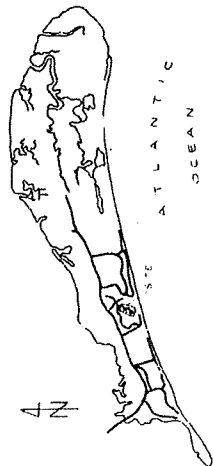
REAR ELEVATION
1/4" = 1'-0"

PREPARED TO SCALE AS NOTED ON SHEETS 21X04
 JOHN PRSANN ARCHITECTS, P.A.

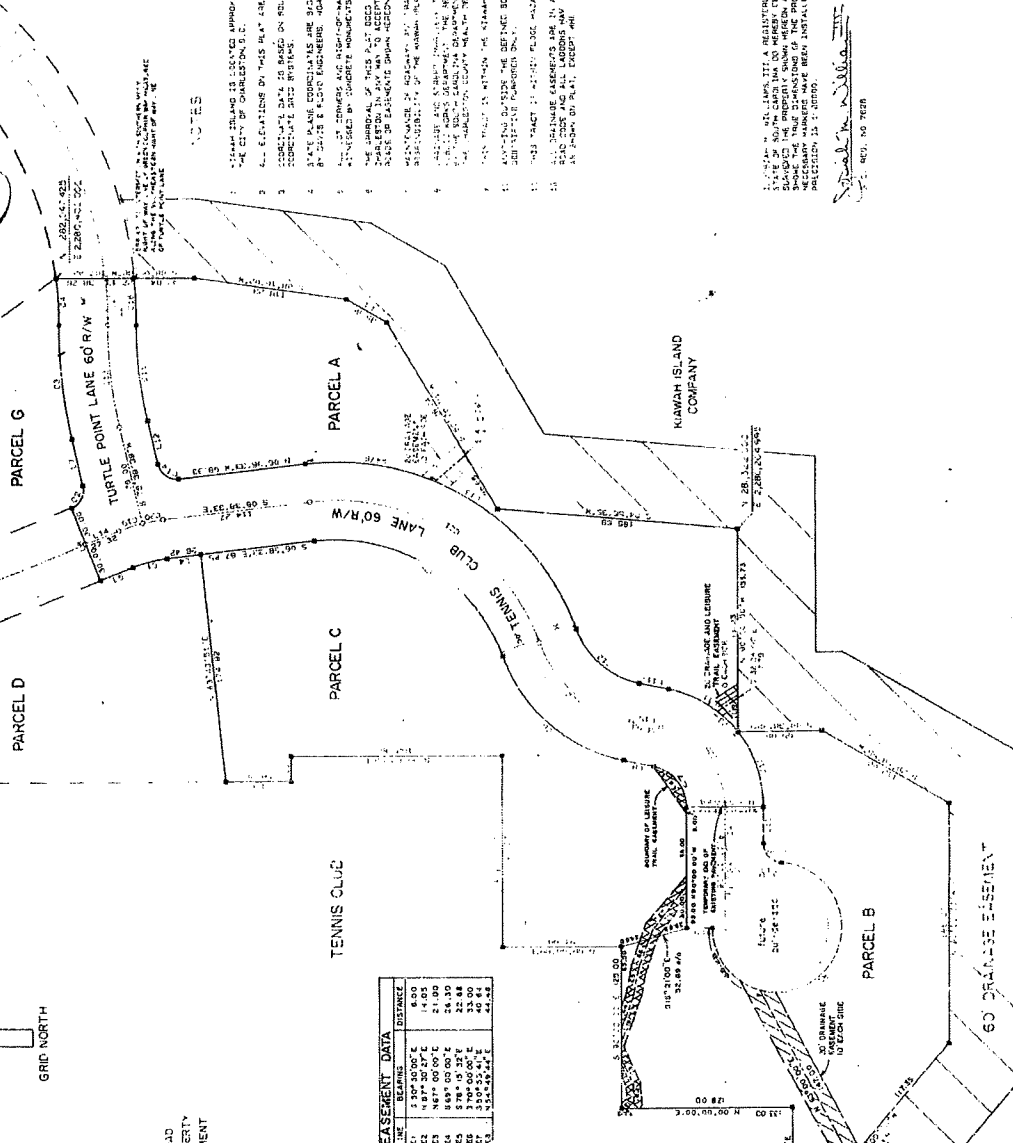


JOHN PRSANN ARCHITECTS, P.A.
 ARCHITECTS

KIAWAH ISLAND
S 12 66 21 S 4 1/2 E



Kiawah Island



ACRES

Parcel A	1.23
Parcel B	1.15
Parcel C	1.35
Parcel D	1.45
Parcel G	1.55
Tennis Club Lanes	1.80
Sea Forest Drive	1.20
60' Drainage Easement	1.10
TOTAL	10.83

LINE DATA

LINE	BEARING	DISTANCE
L1	S 89° 00' 00" W	24.30
L2	S 89° 00' 00" W	24.30
L3	S 89° 00' 00" W	24.30
L4	S 89° 00' 00" W	24.30
L5	S 89° 00' 00" W	24.30
L6	S 89° 00' 00" W	24.30
L7	S 89° 00' 00" W	24.30
L8	S 89° 00' 00" W	24.30
L9	S 89° 00' 00" W	24.30
L10	S 89° 00' 00" W	24.30

EASEMENT DATA

LINE	BEARING	DISTANCE
E1	S 89° 00' 00" W	14.00
E2	S 89° 00' 00" W	14.00
E3	S 89° 00' 00" W	14.00
E4	S 89° 00' 00" W	14.00
E5	S 89° 00' 00" W	14.00
E6	S 89° 00' 00" W	14.00
E7	S 89° 00' 00" W	14.00
E8	S 89° 00' 00" W	14.00
E9	S 89° 00' 00" W	14.00
E10	S 89° 00' 00" W	14.00

CURVE DATA

LINE	BEARING	DISTANCE
C1	S 89° 00' 00" W	14.00
C2	S 89° 00' 00" W	14.00
C3	S 89° 00' 00" W	14.00
C4	S 89° 00' 00" W	14.00
C5	S 89° 00' 00" W	14.00
C6	S 89° 00' 00" W	14.00
C7	S 89° 00' 00" W	14.00
C8	S 89° 00' 00" W	14.00
C9	S 89° 00' 00" W	14.00
C10	S 89° 00' 00" W	14.00

LEGEND

- PROPERTY LINE
- CENTERLINE OF ROAD
- CONTIGUOUS PROPERTY
- CONCRETE MONUMENT

NOTES

1. THIS PLAN IS BASED ON THE SURVEY OF THE CITY OF CHARLESTON, S.C.
2. ALL ELEVATIONS ON THIS PLAN ARE BASED ON MEAN SEA LEVEL, M.S.L.
3. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
4. ALL BEARINGS ARE TRUE BEARINGS.
5. THIS PLAN IS SUBJECT TO ALL RECORDS ON FILE IN THE OFFICE OF THE CLERK OF COURTS, CHARLESTON, S.C.
6. THE SURVEY OF THIS PLAN WAS CONDUCTED BY THE SURVEYOR GENERAL OF THE STATE OF SOUTH CAROLINA, CHARLESTON, S.C.
7. THE SURVEY OF THIS PLAN WAS CONDUCTED BY THE SURVEYOR GENERAL OF THE STATE OF SOUTH CAROLINA, CHARLESTON, S.C.
8. THE SURVEY OF THIS PLAN WAS CONDUCTED BY THE SURVEYOR GENERAL OF THE STATE OF SOUTH CAROLINA, CHARLESTON, S.C.
9. THE SURVEY OF THIS PLAN WAS CONDUCTED BY THE SURVEYOR GENERAL OF THE STATE OF SOUTH CAROLINA, CHARLESTON, S.C.
10. THE SURVEY OF THIS PLAN WAS CONDUCTED BY THE SURVEYOR GENERAL OF THE STATE OF SOUTH CAROLINA, CHARLESTON, S.C.

LOCATED ON:
KIAWAH ISLAND
CHARLESTON COUNTY
SOUTH CAROLINA

OWNED BY:
KIAWAH ISLAND
COMPANY LTD

PLAT OF:
PARCELS A, B, C,
TENNIS CLUB LANE,
AND A PORTION OF
TENNIS CLUB LANE

DATE: 1 AUGUST 1982
DRAWN BY: DLD
SCALE: 1" = 50'
CHECKED BY: SBM
REVISIONS: 8-30-82 EASEMENT
9-23-82
10-11-82
10-11-82

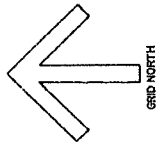
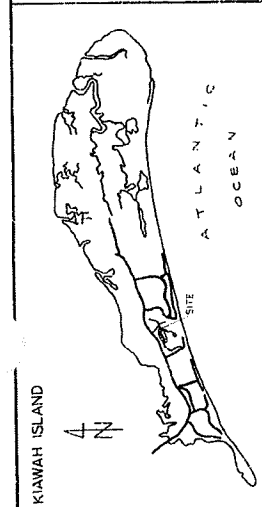
GIFFORD, NIELSON and WILLIAMS
landscape architecture - engineering - surveying
two wappoo creek drive
charleston
south carolina

Scale: 0 50' 100' 150' 200'

858A-82

361 S 129 P 04
 129 P 04

Kiawah Island



GRID NORTH

LINE DATA

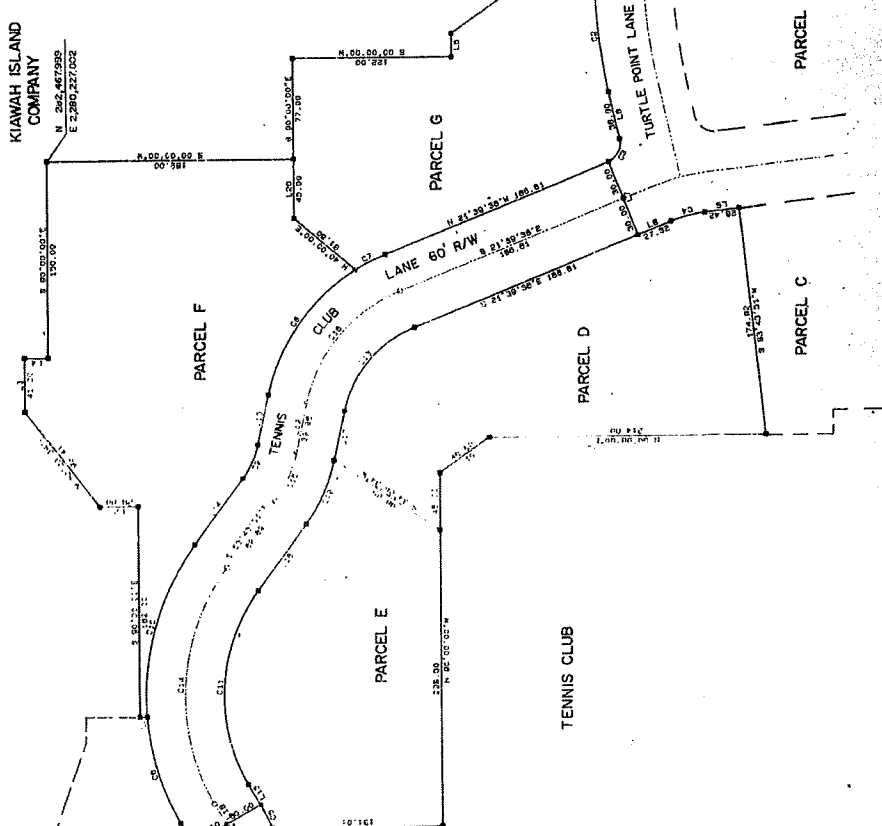
LINE NO.	START POINT	END POINT	LENGTH
L1	00 00 00	00 00 00	0.00
L2	00 00 00	00 00 00	0.00
L3	00 00 00	00 00 00	0.00
L4	00 00 00	00 00 00	0.00
L5	00 00 00	00 00 00	0.00
L6	00 00 00	00 00 00	0.00
L7	00 00 00	00 00 00	0.00
L8	00 00 00	00 00 00	0.00
L9	00 00 00	00 00 00	0.00
L10	00 00 00	00 00 00	0.00
L11	00 00 00	00 00 00	0.00
L12	00 00 00	00 00 00	0.00
L13	00 00 00	00 00 00	0.00
L14	00 00 00	00 00 00	0.00
L15	00 00 00	00 00 00	0.00
L16	00 00 00	00 00 00	0.00
L17	00 00 00	00 00 00	0.00
L18	00 00 00	00 00 00	0.00
L19	00 00 00	00 00 00	0.00
L20	00 00 00	00 00 00	0.00

ACREAGES

PARCEL	ACREAGE
PARCEL A	120.00
PARCEL B	120.00
PARCEL C	120.00
PARCEL D	120.00
PARCEL E	120.00
PARCEL F	120.00
PARCEL G	120.00
PARCEL H	120.00
PARCEL I	120.00
PARCEL J	120.00
TOTAL	1200.00

CURVE DATA

STATION	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE	PI	PC	PT	PR	PT	PC	PT	PR
1+00.00	N 00° 00' 00" W	100.00	0° 00' 00"	100.00	180.00	1+00.00	1+00.00	1+00.00	1+00.00	1+00.00	1+00.00	1+00.00
1+00.00	N 00° 00' 00" W	100.00	0° 00' 00"	100.00	180.00	1+00.00	1+00.00	1+00.00	1+00.00	1+00.00	1+00.00	1+00.00
1+00.00	N 00° 00' 00" W	100.00	0° 00' 00"	100.00	180.00	1+00.00	1+00.00	1+00.00	1+00.00	1+00.00	1+00.00	1+00.00



NOTES

1. KIAWAH ISLAND IS LOCATED APPROXIMATELY 37 MILES SOUTHWEST OF THE CITY OF CHARLESTON, S.C.
2. ALL ELEVATIONS ON THIS PLAN ARE BASED ON MEAN SEA LEVEL (M.S.L.).
3. COORDINATE DATA IS BASED ON SOUTH CAROLINA STATE PLANE COORDINATE 5611 1975.
4. STATE PLANE COORDINATES ARE BASED ON CONTROL MONUMENTS SET BY DAVIS & FLOYD ENGINEERS, NORTH CHARLESTON, S.C.
5. ALL LOT CORNERS AND BENT-OF-ANGLE P.T.'S AND P.E.'S ARE REPRODUCED BY CONCRETE MONUMENTS.
6. THE REMOVAL OF THESE MONUMENTS WITHOUT THE CONSENT OF THE SURVEYOR IS PROHIBITED FOR MAINTENANCE ANY OF THE ROADS OR EASEMENTS SHOWN HEREON.
7. MAINTENANCE OF ROADS AND DRAINAGE SYSTEMS WILL BE THE RESPONSIBILITY OF THE KIAWAH ISLAND COMMUNITY ASSOCIATION INC.
8. CHANGES AND STREET IMPROVEMENTS HAVE BEEN APPROVED BY THE CHARLESTON COUNTY BOARD OF ZONING AND PLANNING AND THE HEALTH DEPARTMENT AND THE CHARLESTON COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL, AND THE CHARLESTON COUNTY HEALTH DEPARTMENT.
9. THIS TRACT IS WITHIN THE KIAWAH ISLAND PD-103 ZONING CLASSIFICATION.
10. ANYTHING OUTSIDE THE DEFINED BOUNDARY OF THIS PARTICULAR TRACT IS FOR DESCRIPTIVE PURPOSES ONLY.
11. THIS TRACT IS WITHIN FLOOD HAZARD ZONE DESIGNATION A-12.
12. ALL DRAINAGE EASEMENTS AND IN ACCORDANCE WITH THE CURRENT EDITION OF THE COUNTY ROAD CODE AND ALL EASEMENTS HAVE AN UNREVOKABLE DESIGNATION BY COUNTY COUNCIL AS SHOWN ON PLAT 129 P 04.
13. THE ABANDONMENT OF THIS TRACT DOES NOT CONSTITUTE ABANDONMENT.

1. 100% OF THE KIAWAH ISLAND COMMUNITY ASSOCIATION INC. HAS BEEN APPROVED BY THE CHARLESTON COUNTY BOARD OF ZONING AND PLANNING AND THE HEALTH DEPARTMENT AND THE CHARLESTON COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL, AND THE CHARLESTON COUNTY HEALTH DEPARTMENT.

2. THIS TRACT IS WITHIN FLOOD HAZARD ZONE DESIGNATION A-12.

3. ALL DRAINAGE EASEMENTS AND IN ACCORDANCE WITH THE CURRENT EDITION OF THE COUNTY ROAD CODE AND ALL EASEMENTS HAVE AN UNREVOKABLE DESIGNATION BY COUNTY COUNCIL AS SHOWN ON PLAT 129 P 04.

4. THE ABANDONMENT OF THIS TRACT DOES NOT CONSTITUTE ABANDONMENT.



NOTE: PRELIMINARY - NOT FOR RECORDING

LOCATED ON:
 KIAWAH ISLAND
 CHARLESTON COUNTY
 SOUTH CAROLINA

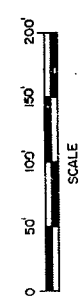
OWNED BY:
 KIAWAH ISLAND
 COMPANY LTD

PLAT OF:
 PARCELS D.E.F.G.
 TENNIS CLUB VILLAS,
 AND A PORTION OF
 TENNIS CLUB LANE

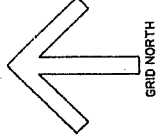
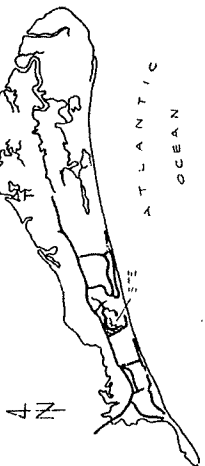
GIFFORD, NIELSON and WILLIAMS
 landscape architecture - engineering - surveying
 two wappoo creek drive
 charleston
 south carolina

DATE: 1 AUGUST 1982
 DRAWN BY: DLD
 SCALE: 1" = 50'
 CHECKED BY: SBM
 REVISIONS: 0-11-82

SHEET 2 OF 3



KIAWAH ISLAND



PLAT 12896404

Kiawah Island

LINE DATA

LINE	BEARING	DISTANCE
1	S 89° 00' 00" E	20.00
2	S 89° 00' 00" E	4.00
3	S 89° 00' 00" E	4.00
4	S 89° 00' 00" E	4.00
5	S 89° 00' 00" E	4.00
6	S 89° 00' 00" E	4.00
7	S 89° 00' 00" E	4.00
8	S 89° 00' 00" E	4.00
9	S 89° 00' 00" E	4.00
10	S 89° 00' 00" E	4.00
11	S 89° 00' 00" E	4.00
12	S 89° 00' 00" E	4.00
13	S 89° 00' 00" E	4.00
14	S 89° 00' 00" E	4.00
15	S 89° 00' 00" E	4.00
16	S 89° 00' 00" E	4.00
17	S 89° 00' 00" E	4.00
18	S 89° 00' 00" E	4.00
19	S 89° 00' 00" E	4.00
20	S 89° 00' 00" E	4.00
21	S 89° 00' 00" E	4.00
22	S 89° 00' 00" E	4.00
23	S 89° 00' 00" E	4.00
24	S 89° 00' 00" E	4.00
25	S 89° 00' 00" E	4.00
26	S 89° 00' 00" E	4.00
27	S 89° 00' 00" E	4.00
28	S 89° 00' 00" E	4.00
29	S 89° 00' 00" E	4.00
30	S 89° 00' 00" E	4.00
31	S 89° 00' 00" E	4.00
32	S 89° 00' 00" E	4.00
33	S 89° 00' 00" E	4.00
34	S 89° 00' 00" E	4.00
35	S 89° 00' 00" E	4.00
36	S 89° 00' 00" E	4.00
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38	S 89° 00' 00" E	4.00
39	S 89° 00' 00" E	4.00
40	S 89° 00' 00" E	4.00
41	S 89° 00' 00" E	4.00
42	S 89° 00' 00" E	4.00
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44	S 89° 00' 00" E	4.00
45	S 89° 00' 00" E	4.00
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52	S 89° 00' 00" E	4.00
53	S 89° 00' 00" E	4.00
54	S 89° 00' 00" E	4.00
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56	S 89° 00' 00" E	4.00
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60	S 89° 00' 00" E	4.00
61	S 89° 00' 00" E	4.00
62	S 89° 00' 00" E	4.00
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66	S 89° 00' 00" E	4.00
67	S 89° 00' 00" E	4.00
68	S 89° 00' 00" E	4.00
69	S 89° 00' 00" E	4.00
70	S 89° 00' 00" E	4.00
71	S 89° 00' 00" E	4.00
72	S 89° 00' 00" E	4.00
73	S 89° 00' 00" E	4.00
74	S 89° 00' 00" E	4.00
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76	S 89° 00' 00" E	4.00
77	S 89° 00' 00" E	4.00
78	S 89° 00' 00" E	4.00
79	S 89° 00' 00" E	4.00
80	S 89° 00' 00" E	4.00
81	S 89° 00' 00" E	4.00
82	S 89° 00' 00" E	4.00
83	S 89° 00' 00" E	4.00
84	S 89° 00' 00" E	4.00
85	S 89° 00' 00" E	4.00
86	S 89° 00' 00" E	4.00
87	S 89° 00' 00" E	4.00
88	S 89° 00' 00" E	4.00
89	S 89° 00' 00" E	4.00
90	S 89° 00' 00" E	4.00
91	S 89° 00' 00" E	4.00
92	S 89° 00' 00" E	4.00
93	S 89° 00' 00" E	4.00
94	S 89° 00' 00" E	4.00
95	S 89° 00' 00" E	4.00
96	S 89° 00' 00" E	4.00
97	S 89° 00' 00" E	4.00
98	S 89° 00' 00" E	4.00
99	S 89° 00' 00" E	4.00
100	S 89° 00' 00" E	4.00

ACREAGES

PARCEL 1 68.00 AC

PARCEL 2 2.34 AC

PARCEL 3 176.00 AC

RCAD 1.50 AC

TOTAL 668.00 AC

LEGEND

PROPERTY LINE

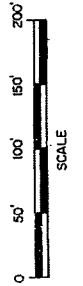
CENTERLINE OF ROAD

CONTIGUOUS PROPERTY

CONCRETE MONUMENT

CURVE DATA

STATION	ANGLE	RADIUS	CHORD	CHORD BEG	CHORD END
1	44.71	44.71	44.71	0.00	44.71
2	44.71	44.71	44.71	44.71	89.42
3	44.71	44.71	44.71	89.42	134.13
4	44.71	44.71	44.71	134.13	178.84
5	44.71	44.71	44.71	178.84	223.55
6	44.71	44.71	44.71	223.55	268.26
7	44.71	44.71	44.71	268.26	312.97
8	44.71	44.71	44.71	312.97	357.68
9	44.71	44.71	44.71	357.68	402.39
10	44.71	44.71	44.71	402.39	447.10
11	44.71	44.71	44.71	447.10	491.81
12	44.71	44.71	44.71	491.81	536.52
13	44.71	44.71	44.71	536.52	581.23
14	44.71	44.71	44.71	581.23	625.94
15	44.71	44.71	44.71	625.94	670.65
16	44.71	44.71	44.71	670.65	715.36
17	44.71	44.71	44.71	715.36	760.07
18	44.71	44.71	44.71	760.07	804.78
19	44.71	44.71	44.71	804.78	849.49
20	44.71	44.71	44.71	849.49	894.20
21	44.71	44.71	44.71	894.20	938.91
22	44.71	44.71	44.71	938.91	983.62
23	44.71	44.71	44.71	983.62	1028.33
24	44.71	44.71	44.71	1028.33	1073.04
25	44.71	44.71	44.71	1073.04	1117.75
26	44.71	44.71	44.71	1117.75	1162.46
27	44.71	44.71	44.71	1162.46	1207.17
28	44.71	44.71	44.71	1207.17	1251.88
29	44.71	44.71	44.71	1251.88	1296.59
30	44.71	44.71	44.71	1296.59	1341.30
31	44.71	44.71	44.71	1341.30	1386.01
32	44.71	44.71	44.71	1386.01	1430.72
33	44.71	44.71	44.71	1430.72	1475.43
34	44.71	44.71	44.71	1475.43	1520.14
35	44.71	44.71	44.71	1520.14	1564.85
36	44.71	44.71	44.71	1564.85	1609.56
37	44.71	44.71	44.71	1609.56	1654.27
38	44.71	44.71	44.71	1654.27	1698.98
39	44.71	44.71	44.71	1698.98	1743.69
40	44.71	44.71	44.71	1743.69	1788.40
41	44.71	44.71	44.71	1788.40	1833.11
42	44.71	44.71	44.71	1833.11	1877.82
43	44.71	44.71	44.71	1877.82	1922.53
44	44.71	44.71	44.71	1922.53	1967.24
45	44.71	44.71	44.71	1967.24	2011.95
46	44.71	44.71	44.71	2011.95	2056.66
47	44.71	44.71	44.71	2056.66	2101.37
48	44.71	44.71	44.71	2101.37	2146.08
49	44.71	44.71	44.71	2146.08	2190.79
50	44.71	44.71	44.71	2190.79	2235.50
51	44.71	44.71	44.71	2235.50	2280.21
52	44.71	44.71	44.71	2280.21	2324.92
53	44.71	44.71	44.71	2324.92	2369.63
54	44.71	44.71	44.71	2369.63	2414.34
55	44.71	44.71	44.71	2414.34	2459.05
56	44.71	44.71	44.71	2459.05	2503.76
57	44.71	44.71	44.71	2503.76	2548.47
58	44.71	44.71	44.71	2548.47	2593.18
59	44.71	44.71	44.71	2593.18	2637.89
60	44.71	44.71	44.71	2637.89	2682.60
61	44.71	44.71	44.71	2682.60	2727.31
62	44.71	44.71	44.71	2727.31	2772.02
63	44.71	44.71	44.71	2772.02	2816.73
64	44.71	44.71	44.71	2816.73	2861.44
65	44.71	44.71	44.71	2861.44	2906.15
66	44.71	44.71	44.71	2906.15	2950.86
67	44.71	44.71	44.71	2950.86	2995.57
68	44.71	44.71	44.71	2995.57	3040.28
69	44.71	44.71	44.71	3040.28	3084.99
70	44.71	44.71	44.71	3084.99	3129.70
71	44.71	44.71	44.71	3129.70	3174.41
72	44.71	44.71	44.71	3174.41	3219.12
73	44.71	44.71	44.71	3219.12	3263.83
74	44.71	44.71	44.71	3263.83	3308.54
75	44.71	44.71	44.71	3308.54	3353.25
76	44.71	44.71	44.71	3353.25	3397.96
77	44.71	44.71	44.71	3397.96	3442.67
78	44.71	44.71	44.71	3442.67	3487.38
79	44.71	44.71	44.71	3487.38	3532.09
80	44.71	44.71	44.71	3532.09	3576.80
81	44.71	44.71	44.71	3576.80	3621.51
82	44.71	44.71	44.71	3621.51	3666.22
83	44.71	44.71	44.71	3666.22	3710.93
84	44.71	44.71	44.71	3710.93	3755.64
85	44.71	44.71	44.71	3755.64	3800.35
86	44.71	44.71	44.71	3800.35	3845.06
87	44.71	44.71	44.71	3845.06	3889.77
88	44.71	44.71	44.71	3889.77	3934.48
89	44.71	44.71	44.71	3934.48	3979.19
90	44.71	44.71	44.71	3979.19	4023.90
91	44.71	44.71	44.71	4023.90	4068.61
92	44.71	44.71	44.71	4068.61	4113.32
93	44.71	44.71	44.71	4113.32	4158.03
94	44.71	44.71	44.71	4158.03	4202.74
95	44.71	44.71	44.71	4202.74	4247.45
96	44.71	44.71	44.71	4247.45	4292.16
97	44.71	44.71	44.71	4292.16	4336.87
98	44.71	44.71	44.71	4336.87	4381.58
99	44.71	44.71	44.71	4381.58	4426.29
100	44.71	44.71	44.71	4426.29	4471.00



858C-82

NOTES

- KIAWAH ISLAND IS LOCATED APPROXIMATELY 17 MILES SOUTHWEST OF THE CITY OF CHARLESTON, S.C.
- ALL ELEVATIONS ON THIS PLAT ARE BASED ON MEAN SEA LEVEL (M.S.L.)
- COORDINATE DATA IS BASED ON SOUTH CAROLINA STATE PLATE COORDINATE GRID SYSTEM.
- STATE PLATE COORDINATE ARE BASED ON CONTROL MONUMENTS SET BY STATE SURVEYOR, HARRY BARNES, IN 1947.
- ALL MONUMENTS ARE IDENTIFIED BY CONCRETE MONUMENTS.
- THE APPROVAL OF THIS PLAT DOES NOT OBLIGATE THE COUNTY OF CHARLESTON IN ANY WAY TO ACCEPT, FOR MAINTENANCE, ANY OF THE ROADS OR EASEMENTS SHOWN HEREON.
- MAINTENANCE OF ROADS AND EASEMENTS SYSTEMS SHALL BE THE RESPONSIBILITY OF THE SHOWN OWNERS.
- SHOULD ANY DISCREPANCY OCCUR BETWEEN THE DATA ON THIS PLAT AND THE DATA ON ANY OTHER PLAT, THE DATA ON THIS PLAT SHALL PREVAIL.
- THIS PLAT IS WITHIN THE KIAWAH ISLAND ZONING CLASSIFICATION.
- ANYTHING OUTSIDE THE DEFINED BOUNDARY OF THIS PARTICULAR TRACT IS FOR DESCRIPTIVE PURPOSES ONLY.
- THIS TRACT IS WITHIN FLOOD HAZARD ZONE DESIGNATION X-1-2.
- ALL ELEVATIONS ARE IN ACCORDANCE WITH THE CURRENT EDITION OF THE COUNTY OF CHARLESTON FLOOD HAZARD ZONE MAP.
- ALL ELEVATIONS ARE IN ACCORDANCE WITH THE CURRENT EDITION OF THE COUNTY OF CHARLESTON FLOOD HAZARD ZONE MAP.
- THE APPROVAL OF THIS PLAT DOES NOT JUDICATE OCCUPANCY.



Robert M. Williams
S.C. REG. NO. 7309

NOTE: PRELIMINARY - NOT FOR RECORDING

DATE: AUGUST 1982
DRAWN BY: DLD
SCALE: 1" = 50'
CHECKED BY: SBM
REVISIONS: 10-1-82

LOCATED ON:
KIAWAH ISLAND
CHARLESTON COUNTY
SOUTH CAROLINA

OWNED BY:
KIAWAH ISLAND
COMPANY LTD

PLAT OF:
PARCELS H, I, J,
TENNIS CLUB VILLAS,
AND A PORTION OF
TENNIS CLUB LANE

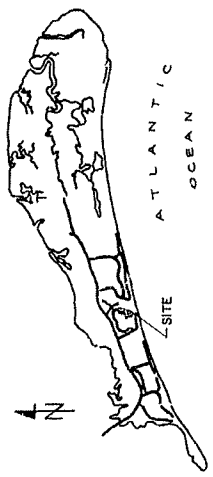
GIFFORD, NIELSON and WILLIAMS
landscape architecture - engineering - surveying
two wappoo creek drive
charleston
south carolina

exists "as shown"
Horizontal Property Map

Page 3 of 3

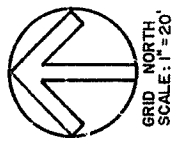
GIFFORD, NIELSON and WILLIAMS
landscape architecture - engineering - surveying
two wappoo creek drive
charleston
south carolina

SHEET 3 OF 3



129PR04

Kiawah Island



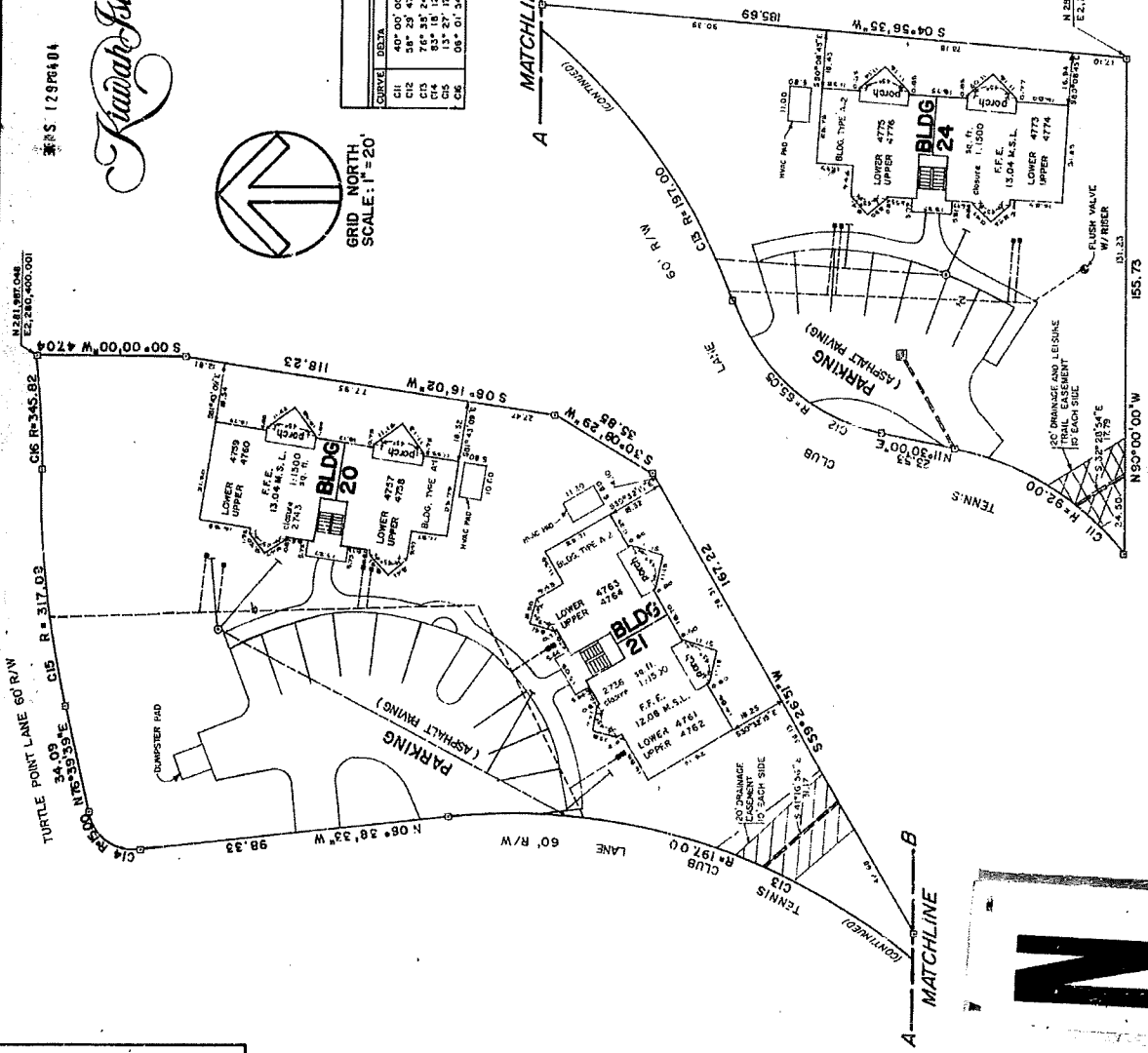
ACREAGES	
BUILDING 20	16.71 0.063 ac.
BUILDING 21	2736 sq. ft. 0.063 ac.
BUILDING 24	2743 sq. ft. 0.063 ac.
ASPHALT PARKING	7577 sq. ft. 0.174 ac.
REMANAGER	32,888 sq. ft. 0.757 ac.
TOTAL ACREAGE	49,787 sq. ft. 1.120 ac.

CURVE DATA			
CURVE	CHORD	ARC	TANGENT
C11	407'00" 00"	92.00	33.49
C12	58'29" 47"	53.03	36.43
C13	197'00" 00"	263.31	152.59
C14	55'15" 15"	317.09	74.46
C15	15'27" 17"	345.82	35.41
C16	08'01" 35"	345.82	35.41

VILLA NUMBERS AND LOCATIONS			
VILLA NUMBER	RIGHT	LOWER	UPPER
20	4773	4778	4779
21	4781	4782	4783
24	4773	4774	4775

NOTE: ALL VILLA LOCATIONS ARE FROM RIGHT TO LEFT FACING BUILDING FROM PARKING AREA.

- LEGEND**
- CONCRETE MONUMENT
 - DESIGNATED REFERENCE IN TABLE OF CURVE DATA
 - WATER SERVICE
 - WATER METER BOX
 - SEWER SERVICE
 - STORM DRAINAGE
 - STAIRS
 - DRAINAGE EASIMENT
 - DRAINAGE AND LYSISIC
 - TRAIL EASIMENT



GIFFORD, NIELSON and WILLIAMS
 landscape architecture - engineering - surveying
 two wappoo creek drive
 charleston
 south carolina

**EXHIBIT "A" to MASTER DEED of
 TENNIS CLUB VILLAS
 HORIZONTAL PROPERTY REGIME
 KIWAHA ISLAND,
 SOUTH CAROLINA
 PHASE ONE PLOT PLAN**

DATE: 3 JUNE 1982
 DRAWN BY: MAG
 SCALE: 1" = 20'
 CHECKED BY: SBM
 REVISIONS:
 10/12/82
 10/20/82

NOTES

- THE REFERENCE POINT IS PLAT # 17, PARCELS A, B, C, TOWNSHIP OF TENNIS CLUB VILLAS, SURVEYED BY GIFFORD, NIELSON & WILLIAMS, LAND SURVEYORS, CHARLESTON SOUTH CAROLINA, PLAT # 17, REGISTERED IN THE PLAT BOOK # 47, PAGE # 41, CHARLESTON COUNTY S.H.C. OFFICE.
- THE PROPERTY BOUNDARY IS DELINEATED ON THE REFERENCE PLAT AS PARCEL A.
- THE LINES INDICATING DISTANCES TO BUILDINGS ARE POINT-TO-POINT DISTANCES TO THE CENTER OF THE CURVE BOUNDING LINES TO WHICH THE DISTANCE CONNECTS.
- FINISHED FLOOR ELEVATIONS ARE AN AVERAGE OF SEVERAL READINGS TAKEN ACROSS THE TOP OF THE FINISHED FLOOR.
- ALL ANGLES FORMED BY BUILDING LINES ARE RIGHT ANGLES UNLESS OTHERWISE INDICATED.
- COORDINATES ARE PLACED ON SOUTH CAROLINA STATE PLANE COORDINATES 8503 SYSTEM.

THIS IS TO CERTIFY THAT THIS SURVEY ACCURATELY REPRESENTS THE LOCATIONS OF THE BUILDINGS AND IMPROVEMENTS SHOWN ON THIS PLAT PLAN OF TENNIS CLUB VILLAS HORIZONTAL PROPERTY REGIME, PHASE "A", KIWAHA ISLAND, SOUTH CAROLINA.



10/23/82
 NIELSON & WILLIAMS, INC.
 212 N. W. 10th St., P.O. Box 1023
 Charleston, S.C. 29403



10/23/82
 GIFFORD, NIELSON & WILLIAMS, INC.
 212 N. W. 10th St., P.O. Box 1023
 Charleston, S.C. 29403



SCALE

JENKINS, BURST & SMITH

BOOKS 129PG404

Chet 1.00

51.00

Esther 24.00

75.00

ld
nm

FILED, INDEXED & RECORDED

5129-404

1982 OCT 22 PM 2:30

ROBERT N. KING
REGISTER MESSENGER CONVEYANCE
CHARLESTON COUNTY, S.C.

Recorded this 22nd day of Oct 1982
On Property Record Card

Pauline S. Koger

Auditor Charleston County

Tax
76
10-25-82
264-05-00-007-18