

PHASE VII
BROAD CREEK

STATE OF SOUTH CAROLINA)
) SIXTH AMENDMENT TO MASTER
) DEED ESTABLISHING BROAD
) CREEK LANDING HORIZONTAL
 COUNTY OF BEAUFORT) PROPERTY REGIME

WHEREAS, THE UNIFLEX CORPORATION, a Georgia Corporation, is the sole owner of the fee simple title to property located in the County and State aforesaid and desires to submit such of that property as specifically described herein to a Horizontal Property Regime according to the laws of the State aforesaid and subject to the conditions and restrictions contained herein; and

WHEREAS, THE UNIFLEX CORPORATION has already established the Broad Creek Landing Horizontal Property Regime by a Master Deed dated May 18, 1982, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina on June 3, 1982 in Deed Book 348 at Page 1074; and by reference to the amendments to the Master Deed being recorded in Deed Book 349 at Page 817 and in Deed Book 349 at Page 1256 and in Deed Book 349 at Page 1274 and in Deed Book 349 at Page 1946 and in Deed Book 349 at Page 1964, in the Office of the Clerk of Court for Beaufort County, South Carolina; and

WHEREAS, Article III of said Master Deed contains provisions whereby THE UNIFLEX CORPORATION ("Grantor") can elect to submit Phase 7 of Broad Creek Landing to the Broad Creek Landing Horizontal Property Regime.

NOW THEREFORE, in consideration of the premises and the benefit expected to flow to it as a result of the submission of the property to the Broad Creek Landing Horizontal Property Regime.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
50	14		887	

KNOW ALL MEN BY THESE PRESENTS that THE UNIFLEX CORPORATION, for itself, its successors and assigns, hereby submits Phase 7 and the land and all improvements thereon, and to be constructed thereon, described in Exhibit A, attached hereto and, by reference, incorporated herein, to the Broad Creek Landing Horizontal Property Regime according and subject to the terms, provisions, covenants and restrictions contained in said Master Deed Establishing Broad Creek Landing Horizontal Property Regime, and the S.C. Code Ann. (1976), ss 27-31-10 through 27-31-300, Horizontal Property Act (Act) as it is now constituted and as it may from time to time be amended; provided, however, that such submission shall be and is further subject to the conditions, provisions and restrictions contained herein, all of which shall run with the land.

1. NAME: The property described herein shall hereafter be part of the Broad Creek Landing Horizontal Property Regime (Regime).

2. DESCRIPTION OF PROPERTY AND BUILDING: The land is described in Exhibit A. The Building is described in the plans referred to in Exhibit "C", attached hereto and, by reference, incorporated herein. There exists on the Phase 7 property eight (8) single-floor Apartments in a single two-level building with four (4) Apartments located on the ground level and four (4) Apartments located on the upper level. The Apartments are two bedrooms/den with two baths each, and they have a total of 1,258 interior square feet, excluding porches.

3. GENERAL COMMON ELEMENTS: All portions of the Regime that are not Apartments are Common Elements. Those portions of the Common Elements that they are not assigned to certain Apartment or Apartments as set forth below, are hereby designated General Common Elements. In addition to those defined in the Act, the following shall be General Common Elements.

(a) All hallways, common storage areas, roads, driveways, parking areas, non-load bearing walls (except for those located entirely within an Apartment), swimming pool, tennis courts, decks (except for those portions of the decks hereinafter declared to be Limited Common Elements), reception/office building (including plumbing, heating, and ventilation equipment located in or serving such building) and common mailbox facilities, gatehouse, signs and grounds.

(b) Compartments for, and installations of, common telephone, television and/or cable television, sewer and sewer lift stations and equipment, irrigation lines, trash disposal facilities, and such other Common Elements as shall be designated in subsequent submissions.

4. LIMITED COMMON ELEMENTS: The Limited Common Elements appurtenant to each Apartment are hereby designated Limited Common Elements and reserved for the exclusive use of said Apartment or Apartments. The Limited Common Elements are as follows:

(a) The surface areas and railings of all decks and porches accessible by normal means solely from the a specific Apartment;

- (b) All material, including but not limited to, studs, sheetrock and plywood, attached to or on the inside surface of perimeter walls, floors and ceilings of a specific Apartment;
- (c) All doors, windows, screens, ventilation fans and vents located in the perimeter walls, floors or ceilings of a specific Apartment;
- (d) All air-handling units, condensers, ducts and components serving a specific Apartment and all water, power, telephone, television and cable television, electricity, plumbing, gas and sewer lines located in an Apartment or in the walls thereof; provided, however, that the portion of said lines located in a common compartment for, or installation of, such lines shall be General Common Elements as described above.

Such Limited Common Elements may be reassigned at any time and from time to time, provided that any and all such reassignments shall be made in accordance with the provisions of the Act and the Master Deed. A Common Element not previously assigned as a Limited Common Element may be so assigned upon (i) written application to the Council by the Apartment Owner or Apartment Owners for whose exclusive use such Limited Common Element is requested, (ii) the approval of Apartment Owners to which at least sixty-seven percent (67%) of the voting percentage of the Council is allocated, (iii) the consent of the First Mortgagees

holding mortgages on the Apartments to which fifty-one percent (51%) of the votes appertaining to Apartments subject to first-in-priority mortgages appertain, and (iv) so long as the Option to add any portion of the Additional Property to the Regime pursuant to Article III of the Master Deed is unexpired or Grantor owns any Apartment primarily for the purpose of sale, the consent of Grantor. Upon such application, approval and consent, the Board shall prepare and execute an Amendment to the Master Deed assigning the rights and obligations with respect to such limited Common Element. Such amendment shall be delivered and become effective in accordance with the provisions of the Act.

5. DESCRIPTION OF APARTMENTS: An Apartment (as defined in the Act) is generally described and each type of Apartment is specifically described in Exhibit E, attached hereto and, by reference, incorporated herein. The graphic description and area of each Apartment is shown in Exhibit C. The location within the Building and number of each Apartment is shown in Exhibit G, attached hereto and, by reference, incorporated herein.

6. PLOT PLANS AND FLOOR PLANS: The plot plan showing the location of the Building and other improvements is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 31 at Page 32. The floor plans showing the dimensions and area of each type of Apartment are shown by Exhibit C. The floor plans showing the dimensions, areas and locations of General Common Elements affording access to each Apartment are identified by Exhibit C.

7. PERCENTAGE OF OWNERSHIP: The value of each Apartment, the value of all Apartments and the percentage of ownership for purposes of ownership of the General Common Elements and liability for Common Expenses, assessments and voting are shown in Exhibit E, attached hereto and, by reference, incorporated herein.

8. This Amendment to the Master Deed establishing Broad Creek Landing Horizontal Property Regime shall subject Phase 7 of Broad Creek Landing to all the rights, benefits and limitations of the covenants, restrictions and warranties contained in the Master Deed.

9. This Amendment shall also serve as the Declaration described in Article III, section 3.2 of the Master Deed establishing Broad Creek Landing Horizontal Property Regime. But the filing of this Amendment shall not preclude or be deemed to have waived the right of Grantor to submit additional portions of the Additional Property to the Regime in accordance with the provisions of the Master Deed.

10. Pursuant to Article V, Subsection 5.3 of the Master Deed, the Board has amended and added to the rules and regulations of the Regime. The amended rules and regulations shall become effective upon the filing of this Amendment to the Master Deed. The amended rules and regulations are attached hereto as "Amended Exhibit 'One' to the By-Laws".

EXHIBIT "A"BROAD CREEK LANDING
HORIZONTAL PROPERTY REGIME

ALL that certain piece, parcel or tract of land, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, shown and designated as Phase 7, containing 1.595 acres, more or less, on a plat thereof entitled "An As Built of Tract IB, Phases 7-10", prepared by Josiah M. Williams, III, S.C. Reg. No. 7626, of Gifford, Neilson and Williams, dated December 15, 18, 1982, recorded in the Office of the Clerk of Court for Beaufort county, South Carolina, in Plat Book 31 at Page 32. For a more detailed description as to metes, bounds and distances reference to said plat of record dmay be had.

THE WITHIN property is conveyed subject to all easements, covenants, restrictions, etc. of record in the Office of the Clerk of Court for Beaufort County, South Carolina and is further conveyed subject to a certain Reciprocal Easement and Joint Use Agreement dated January 6, 1982, which said Agreement is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 339 at Page 1127.

FURTHER amplification and not in limitation of the above provisions, the within property is conveyed subject to all covenants, restrictions, easements, assessments, options and other provisions as recorded in Beaufort County Deed Book 291 at Page 678, Deed Book 78 at Page 306, as amended in Deed Book 274 at Page 1273, Deed Book 291 at Page 682 and as recorded in Beaufort County Plat Book 21 at Page 113, Plat Book 22 at Page 119, and in Plat Book 13 at Page 64.

Grantor expressly SAVES AND EXCEPTS unto itself, its successors and assigns, and its grantees, their heirs, successors and assigns, the non-exclusive right of ingress and egress over all roadways, walkways, and parking areas presently and hereinafter constructed over and across the property designated as Phase 7 on the above-described plat.

BROAD CREEK LANDING
HORIZONTAL PROPERTY REGIME

PLANS FOR APARTMENTS

See Plans on record in the Office of the Clerk
of Court for Beaufort County, South Carolina
in Plat Book 31, Page 32.

The undersigned, Capital Design Associates, Architects,
authorized and licensed in the State of South Carolina hereby
certifies that the Plans of Broad Creek Landing Horizontal
Property Regime, Phase IB (Shipwatch Point) identified above,
fully and accurately, within reasonable construction tolerances,
depicts the layout and dimensions of the building Common
Elements, Limited Common Elements, and Apartments shown therein.

WITNESSES:

Ginger Crawford
Mary Lynn Lowery

CAPITAL DESIGN ASSOCIATES

By: [Signature]

Its: managing partner

STATE OF GEORGIA)
COUNTY OF FULTON)

PROBATE

Personally appeared before me Ginger Crawford,

who made oath that s/he saw the within named Capital Design
Associates, by Larry W. Hess, its Partner, sign,

seal, and as its act and deed deliver the foregoing certificate
and that s/he with Mary Lynn Lowery witnessed the
execution thereof.

[Signature]

Sworn to before me this 8th
day of December, 1982.

Mary Lynn Lowery (SEAL)
Notary Public for Georgia

Notary Public, Georgia, State at Large
My Commission Expires May 18, 1986

My Commission Expires: _____

BROAD CREEK LANDING
HORIZONTAL PROPERTY REGIME

CO-OWNER PERCENTAGE INTEREST IN THE COMMON ELEMENTS

The values of each Apartment in Phase 7 shall be fixed at equal amounts for computing the percentage interest in the Common Elements. The equal values are fixed for the sole purpose of such computations irrespective of the actual value of any Apartments. Because the Apartments have equal values (for the sole purpose of computations herein), each Co-Owner will have an equal percentage ownership in the Common Elements at the time of the addition of each Phase to the Regime.

The percentage of undivided interest in the Common Elements appurtenant to each Apartment at the time of the addition of each proposed Phase to the Broad Creek Landing Horizontal Property Regime is as follows:

<u>Apt. No.</u>	<u>Value</u>	<u>% Interest After Phase 7</u>	<u>After Phase 8</u>
1A	\$ 90,000	1.907%	1.674%
2A	\$ 90,000	1.907%	1.674%
3A	\$ 90,000	1.907%	1.674%
4A	\$ 90,000	1.907%	1.674%
5A	\$ 90,000	1.907%	1.674%
6A	\$ 90,000	1.907%	1.674%
7A	\$ 90,000	1.907%	1.674%
8A	\$ 90,000	1.907%	1.674%
	\$ 720,000	15.256%	13.392%

<u>Apt. No.</u>	<u>After Phase 9</u>	<u>After Phase 10</u>	<u>After Phase 11</u>
1A	1.508%	1.358%	1.236%
2A	1.508%	1.358%	1.236%
3A	1.508%	1.358%	1.236%
4A	1.508%	1.358%	1.236%
5A	1.508%	1.358%	1.236%
6A	1.508%	1.358%	1.236%
7A	1.508%	1.358%	1.236%
8A	1.508%	1.358%	1.236%
	12.064%	10.864%	9.888%

<u>Apt. No.</u>	<u>After Phase 12</u>	<u>After Phase 13</u>	<u>After Phase 14</u>
1A	1.134%	1.047%	.973%
2A	1.134%	1.047%	.973%
3A	1.134%	1.047%	.973%
4A	1.134%	1.047%	.973%
5A	1.134%	1.047%	.973%
6A	1.134%	1.047%	.973%
7A	1.134%	1.047%	.973%
8A	1.134%	1.047%	.973%
	<u>9.072%</u>	<u>8.376%</u>	<u>7.784%</u>

<u>Apt. No.</u>	<u>After Phase 15</u>	<u>After Phase 16</u>	<u>After Phase 17</u>
1A	.908%	.852%	.802%
2A	.908%	.852%	.802%
3A	.908%	.852%	.802%
4A	.908%	.852%	.802%
5A	.908%	.852%	.802%
6A	.908%	.852%	.802%
7A	.908%	.852%	.802%
8A	.908%	.852%	.802%
	<u>7.264%</u>	<u>6.816%</u>	<u>6.416%</u>

<u>Apt. No.</u>	<u>After Phase 18</u>	<u>After Phase 19</u>	<u>After Phase 20</u>
1A	.758%	.718%	.682%
2A	.758%	.718%	.682%
3A	.758%	.718%	.682%
4A	.758%	.718%	.682%
5A	.758%	.718%	.682%
6A	.758%	.718%	.682%
7A	.758%	.718%	.682%
8A	.758%	.718%	.682%
	<u>6.064%</u>	<u>5.744%</u>	<u>5.456%</u>

<u>Apt. No.</u>	<u>After Phase 21</u>	<u>After Phase 22</u>	<u>After Phase 23</u>
1A	.650%	.620%	.593%
2A	.650%	.620%	.593%
3A	.650%	.620%	.593%
4A	.650%	.620%	.593%
5A	.650%	.620%	.593%
6A	.650%	.620%	.593%
7A	.650%	.620%	.593%
8A	.650%	.620%	.593%
	<u>5.200%</u>	<u>4.960%</u>	<u>4.744%</u>

<u>Apt. No.</u>	<u>After Phase 24</u>	<u>After Phase 25</u>	<u>After Phase 26</u>
1 A	.569%	.546%	.525%
2 A	.569%	.546%	.525%
3 A	.569%	.546%	.525%
4 A	.569%	.546%	.525%
5 A	.569%	.546%	.525%
6 A	.569%	.546%	.525%
7 A	.569%	.546%	.525%
8 A	.569%	.546%	.525%
	<u>4.552%</u>	<u>4.368%</u>	<u>4.200%</u>

<u>Apt. No.</u>	<u>After Phase 27</u>	<u>After Phase 28</u>	<u>After Phase 29</u>
1A	.506%	.488%	.471%
2A	.506%	.488%	.471%
3A	.506%	.488%	.471%
4A	.506%	.488%	.471%
5A	.506%	.488%	.471%
6A	.506%	.488%	.471%
7A	.506%	.488%	.471%
8A	.506%	.488%	.471%
	<u>4.048%</u>	<u>3.904%</u>	<u>3.768%</u>

<u>Apt. No.</u>	<u>After Phase 30</u>	<u>After Phase 31</u>	<u>After Phase 32</u>
1A	.455%	.441%	.427%
2A	.455%	.441%	.427%
3A	.455%	.441%	.427%
4A	.455%	.441%	.427%
5A	.455%	.441%	.427%
6A	.455%	.441%	.427%
7A	.455%	.441%	.427%
8A	.455%	.441%	.427%
	<u>3.640%</u>	<u>3.528%</u>	<u>3.416%</u>

<u>Apt. No.</u>	<u>After Phase 33</u>	<u>After Phase 34</u>	<u>After Phase 35</u>
1A	.414%	.402%	.390%
2A	.414%	.402%	.390%
3A	.414%	.402%	.390%
4A	.414%	.402%	.390%
5A	.414%	.402%	.390%
6A	.414%	.402%	.390%
7A	.414%	.402%	.390%
8A	.414%	.402%	.390%
	<u>3.312%</u>	<u>3.216%</u>	<u>3.120%</u>

<u>Apt. No.</u>	<u>After Phase 36</u>	<u>After Phase 37</u>	<u>After Phase 38</u>
1A	.380%	.369%	.360%
2A	.380%	.369%	.360%
3A	.380%	.369%	.360%
4A	.380%	.369%	.360%
5A	.380%	.369%	.360%
6A	.380%	.369%	.360%
7A	.380%	.369%	.360%
8A	.380%	.369%	.360%
	<u>3.040%</u>	<u>2.952%</u>	<u>2.880%</u>

<u>Apt. No.</u>	<u>After Phase 39</u>	<u>After Phase 40</u>	<u>After Phase 41</u>
1A	.350%	.342%	.333%
2A	.350%	.342%	.333%
3A	.350%	.342%	.333%
4A	.350%	.342%	.333%
5A	.350%	.342%	.333%
6A	.350%	.342%	.333%
7A	.350%	.342%	.333%
8A	.350%	.342%	.333%
	<u>2.800%</u>	<u>2.736%</u>	<u>2.664%</u>

<u>Apt. No.</u>	<u>After Phase 42</u>	<u>After Phase 43</u>	<u>After Phase 44</u>
1A	.325%	.318%	.311%
2A	.325%	.318%	.311%
3A	.325%	.318%	.311%
4A	.325%	.318%	.311%
5A	.325%	.318%	.311%
6A	.325%	.318%	.311%
7A	.325%	.318%	.311%
8A	.325%	.318%	.311%
	<u>2.600%</u>	<u>2.544%</u>	<u>2.488%</u>

<u>Apt. No.</u>	<u>After Phase 45</u>	<u>After Phase 46</u>	<u>After Phase 47</u>
1 A	.304%	.297%	.291%
2 A	.304%	.297%	.291%
3 A	.304%	.297%	.291%
4 A	.304%	.297%	.291%
5 A	.304%	.297%	.291%
6 A	.304%	.297%	.291%
7 A	.304%	.297%	.291%
8 A	.304%	.297%	.291%
	<u>2.432%</u>	<u>2.376%</u>	<u>2.328%</u>

<u>Apt. No.</u>	<u>After Phase 48</u>	<u>After Phase 49</u>	<u>After Phase 50</u>
1 A	.285%	.279%	.273%
2 A	.285%	.279%	.273%
3 A	.285%	.279%	.273%
4 A	.285%	.279%	.273%
5 A	.285%	.279%	.273%
6 A	.285%	.279%	.273%
7 A	.285%	.279%	.273%
8 A	.285%	.279%	.273%
	<u>2.280%</u>	<u>2.232%</u>	<u>2.184%</u>

<u>Apt. No.</u>	<u>After Phase 51</u>	<u>After Phase 52</u>	<u>After Phase 53</u>
1 A	.268%	.263%	.258%
2 A	.268%	.263%	.258%
3 A	.268%	.263%	.258%
4 A	.268%	.263%	.258%
5 A	.268%	.263%	.258%
6 A	.268%	.263%	.258%
7 A	.268%	.263%	.258%
8 A	.268%	.263%	.258%
	<u>2.144%</u>	<u>2.104%</u>	<u>2.064%</u>

<u>Apt. No.</u>	<u>After Phase 54</u>	<u>After Phase 55</u>	<u>After Phase 56</u>
1 A	.254%	.249%	.245%
2 A	.254%	.249%	.245%
3 A	.254%	.249%	.245%
4 A	.254%	.249%	.245%
5 A	.254%	.249%	.245%
6 A	.254%	.249%	.245%
7 A	.254%	.249%	.245%
8 A	.254%	.249%	.245%
	<u>2.032%</u>	<u>1.992%</u>	<u>1.960%</u>

<u>Apt. No.</u>	<u>After Phase 57</u>	<u>After Phase 58</u>	<u>After Phase 59</u>
1A	.240%	.236%	.232%
2A	.240%	.236%	.232%
3A	.240%	.236%	.232%
4A	.240%	.236%	.232%
5A	.240%	.236%	.232%
6A	.240%	.236%	.232%
7A	.240%	.236%	.232%
8A	.240%	.236%	.232%
	<u>1.920%</u>	<u>1.888%</u>	<u>1.856%</u>

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<u>Apt. No.</u>	<u>After Phase 60</u>	<u>After Phase 61</u>	<u>After Phase 62</u>
1A	.228%	.225%	.221%
2A	.228%	.225%	.221%
3A	.228%	.225%	.221%
4A	.228%	.225%	.221%
5A	.228%	.225%	.221%
6A	.228%	.225%	.221%
7A	.228%	.225%	.221%
8A	.228%	.225%	.221%
	<u>1.824%</u>	<u>1.800%</u>	<u>1.768%</u>

<u>Apt. No.</u>	<u>After Phase 63</u>
1A	.217%
2A	.217%
3A	.217%
4A	.217%
5A	.217%
6A	.217%
7A	.217%
8A	.217%
	<u>1.736%</u>

(Total of 504 units at the end of Phase 63)

BROAD CREEK LANDING - PHASE 7
HORIZONTAL PROPERTY REGIME

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DESCRIPTION OF APARTMENTS

The Apartments include (a) the space enclosed by the unfinished surfaces of perimeter and interior walls, ceilings and floors thereof, including vents, doors, windows and such other structural elements that ordinarily are regarded as enclosures of space; (b) all interior dividing walls and partitions (including the space occupied by such walls or partitions); and (c) the decorated inner surfaces of said perimeter and interior walls (including the decorated inner surfaces of all interior load-bearing walls) and floors, ceilings, consisting (as the case may be) of paint, gypsum board, carpeting, tiles and all other furnishing materials and fixtures affixed or installed and for the sole and exclusive use of any dwelling space, commencing at the point of disconnection from the structural body of the building and for utility lines, pipes or systems serving the dwelling space. No pipes, wires, conduits or other public utility lines or installations constituting a part of the overall systems designed for the service of any particular dwelling space of the building, nor any property of any kind, including fixtures and appliances within any Apartment, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building shall be deemed to be a part of any Apartment.

There are eight (8) two bedroom/den apartments in one building. Four (4) Apartments are upstairs, and four (4) are downstairs. With the exception of the entries, the Apartments are essentially identical, adjoining units being mirror images of each other.

For units one-four (1-4), the downstairs Apartments contain approximately 1258 square feet plus a screened porch containing approximately 179 square feet.

The upstairs Apartments contain approximately 1448 square feet plus a screened porch containing approximately 179 square feet. The downstairs Apartment is entered via a covered stair, to a covered deck, through the entry door, to a foyer measuring approximately 4'11" x 6'6". The foyer provides access to a closet approximately 6'6" x 3' and to the living room/dining room measuring approximately 12'10" x 25'3". Leading off the living room/dining room is a screened porch, a den/bedroom and a hall. The covered screened porch measures approximately 23'9½" x 7'8½" and is entered through sliding glass doors. The den/bedroom contains approximately 129 square feet and is entered from the living room/dining room or the hall, or both. The hall provides access to the kitchen, laundry room, bath number 2, bedroom number 2, and the master suite. The kitchen contains approximately 87 square feet and is equipped with a dishwasher, disposal, frost free refrigerator with icemaker, range with self-cleaning oven and vented hood, all electric. The laundry room contains approximately 44 square feet and is equipped with washer and electrical dryer connections. Bath number 2 contains approximately 41 square feet. Bedroom number 2 contains approximately 140 square feet. The master bedroom contains approximately 148 square feet. The master bath contains approximately 30 square feet. The dressing room contains approximately 26 square feet. The closet contains approximately 27 square feet.

The upstairs Apartment is entered via covered stairs, to a covered deck through the entry floor to a foyer containing approximately 28 square feet. The foyer provides access to the stairway leading to the upstairs location of the Apartment. The stairway ends in the solarium containing approximately 92 square feet. Off the solarium is a coat closet and the living room/dining room.

The living room/dining room, screened porch, bedroom/den, hall, kitchen, laundry room, bath number 2, bedroom number 2, and master suite are essentially identical to the downstairs two bedroom/den apartment described above.

For units five-eight (5-8), the downstairs Apartments contain approximately 1260 square feet plus a screened porch containing approximately 179 square feet. The upstairs Apartments contain approximately 1503 square feet plus a screened porch containing approximately 179 square feet. The downstairs Apartment is entered via a covered stair, to a covered deck, through the entry door, to a foyer measuring approximately 4'5½" x 6'6". The foyer provides access to a closet approximately 6'6" x 3'4" and to the living room/dining room measuring approximately 12'10" x 25'3". Leading off the living room/dining room is a screened porch, a den/bedroom and a hall. The covered screened porch measures approximately 23'9½" x 7'8½" and is entered through sliding glass doors. The den/bedroom contains approximately 129 square feet and is entered from the living room/dining room or the hall, or both. The hall provides access to the kitchen, laundry room, bath number 2, bedroom number 2, and the master suite. The kitchen contains approximately 87 square feet and is equipped with a dishwasher, disposal, frost free refrigerator with icemaker, range with self-cleaning oven and vented hood, all electric. The laundry room contains approximately 44 square feet and is equipped with washer and electrical dryer connections. Bath number 2 contains approximately 41 square feet. Bedroom number 2 contains approximately 140 square feet. The master bedroom contains approximately 148 square feet. The master bath contains approximately 30 square feet. The dressing room contains approximately 26 square feet. The closet contains approximately 27 square feet.

The upstairs Apartment is entered via covered stairs, to a covered deck through the entry floor to a foyer containing approximately 29 square feet. The foyer provides access to the stairway leading to the upstairs location of the Apartment. The stairway ends in the solarium containing approximately 92 square feet. Off the solarium is a coat closet and the living room/dining room.

The living room/dining room, screened porch, bedroom/den, hall, kitchen, laundry room, bath number 2, bedroom number 2, and master suite are essentially identical to the downstairs two bedroom/den apartment described above.

EXHIBIT "G"

BROAD CREEK LANDING
HORIZONTAL PROPERTY REGIME

LOCATION OF APARTMENTS

PHASE 7
BUILDING NO. 7

POINT COMFORT WOODS

BUILDING NO. 8

6A	3A
7A	2A

FIRST LEVEL

5A	4A
8A	1A

SECOND LEVEL

SHIPWATCH POINT

Street
(name to be filled in)

RULES AND REGULATIONS

242

1. Single Family Residential Use

All Apartments are restricted exclusively to single-family residential use. No Apartment or Limited Common Elements shall, at any time, be used for any commercial, business or professional purpose. However, the developer of Broad Creek Landing may conduct development, sales, and promotional activities on the Property, and use any Apartments owned or leased by it for such purposes.

2. Restrictions

No Resident or lessee of an Apartment shall:

- (a) post any advertisements or any signs in or on the Property or on any vehicle on the Property except as authorized by the Regime;
- (b) hang garments, rugs, beach towels, or similar objects, from the windows or from any of the facades of the Property;
- (c) leave garbage or trash outside the disposal installations provided for such purposes in the service areas;
- (d) cause unnecessary noise resulting from the use of musical instruments, radios, televisions, and amplifiers, etc. that may disturb other residents;
- (e) act so as to interfere unreasonably with the peace and enjoyment of the Residents of the other Apartments in the Property.

3. Rental of Apartments

The use of Apartments for residential rental purposes is permitted. Rental agreements related to any Apartment shall be in writing and shall specifically provide that they are made subject to all provisions of the Regime Master Deed, By-Laws, and Paragraph No. 5 as well as Attachment No. 1 (Rules and Regulations-Applicable to Lessees) of the Residential Rental Agreement used by The Uniflex Corporation, as Rental Management Agent for Broad Creek Landing. Each Apartment Owner has the responsibility of causing the lessees and other occupants of his Apartment to comply with and abide by all such provisions, and failure to do so may, at the sole discretion of The Board of Directors, be the basis for the imposition of a charge or fine of up to \$500 for each such occurrence against the Apartment Owner.

4. Exterior Appearances

In order to preserve the architectural appearance of the Apartment, no construction, painting, or other changes or additions to any structure whatsoever shall be made by any Apartment Owner with respect to the exterior of any Apartment or any portion of the Common Elements, including the Limited Common Elements, without the prior written consent of the Board of Directors. Window coverings in the bedrooms are required-lined drapes or blinds which expose an off-white side to the exterior are required.

5. Security

The Regime Management Agent should be notified immediately if any suspicious people or unusual activities are seen on the Property. The Agent should also be notified if an Apartment is to be unoccupied for an extended period. If any Owner plans to sell his Apartment, he must so advise the Management Agent and supply him with the name of the selling agent. No visitors shall be permitted on the Property except as a guest of an Apartment Owner or a member of such Owner's family.

6. Pets

Dogs are not permitted in any Common Area unless on a leash. Pets should be walked only specific areas. If a pet is making excessive noise, the owner of the pet shall be responsible for quieting the pet as soon as possible. Upon direction by the Board of Directors, an Owner may be requested to remove a specific pet from the Property.

7. Parking

Vehicles must be properly parked within the parking areas. Cars may not be washed in the parking lot. No vehicles shall be repaired on the Property. Boats, campers, trucks, trailers, are not permitted on the Property unless specifically permitted by the Board of Directors and then only in the area specified by the Board of Directors. Non-operative vehicles are not permitted on the Property. Any such non-operative vehicle may be removed by the Regime Management Agent at the expense of the Owner, and Owner shall have no right to recourse against such Agent therefor. Motorbikes are permitted; however, care must be taken not to disturb other residents.

Part IV (Continued)

Vehicles must be equipped with proper muffler attachments and operated at low speeds with extreme care. Complaints received from other residents will be considered grounds for the Board of Directors to take necessary corrective action.

8. Storm Precautions

To prevent damage from sudden storms, windows should be closed in an Apartment that is left vacant. An Owner planning to be absent from his Apartment for prolonged periods should remove all furniture, plants and other objects from porch and from beneath the building. 273

9. Right of Access

The Council of Owners shall have the irrevocable right, to be exercised by its duly authorized officer or agent, to have access to each Apartment and any Common Elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements and at any time for making emergency repairs in the Apartment necessary to prevent damage to the Common Elements or to another Apartment or Apartments. No door or window lock shall be added to or replaced in the Apartment unless a duplicate key is provided to Management.

10. Hallways and Porches

Hallways and steps should be kept clean at all times. Items such as trash, cans, toys, laundry, fishing gear, bicycles, beach towels, beach gear, etc., should not be left in those areas. Use of cooking grills is not permitted in the hallways, on the steps or on the porches. Porches must not be used for storage, drying of clothes or other unsightly uses.

11. Fire Protection

Each Owners is encouraged to provide a fire extinguisher in his Apartment. Notification of a fire should first be made to the Fire Department and then to the Regime Management Agent. No goods or materials of any kind or description which are combustible or would increase fire risks shall be taken or placed in storage areas.

12. Garbage

Garbage must be delivered in bags to the collection areas and placed in the trash cans provided by the Owner. Trash can lids should be tightly secured after the garbage is placed inside at all times.

13. Tennis

Guest using the tennis courts must be accompanied by an Owner. The general principles of tennis etiquette will prevail at all times. Play on the court will be limited to one (1) hour when others are awaiting the use of the facility. Adult players have priority over children under 16 years of age on Saturdays, Sundays, and holidays. Tennis shoes and tennis attire should be worn at all times.

14. Swimming Pool Area

Swimming in the pool is permitted between 8:00 a.m. and 9:00 p.m. Since the pool will not have a lifeguard, persons using this facility do so at their own risk, and children under ten years of age must be accompanied by a responsible adult.

- (a) Rubber rafts and other paraphernalia of a similar nature (except for swimming aids) are not permitted in the pool.
- (b) Pets are forbidden in the pool and/or recreation area.
- (c) Running in the general pool area is not permitted.
- (d) Pool furniture is not to be removed from the pool area.
- (e) Children in diapers are not permitted in the pool.
- (f) Food is not to be consumed in the pool area or in any other Common Area except with permission of the Regime Management Agent (parties, special events, etc.). Beverages are allowed only in nonbreakable containers. At no time should glass be brought to the pool area.
- (g) No sunbathing shall be done on any portion of the Common Elements except in the area provided surrounding the swimming pool.

15. Lagoon

- (a) Swimming, canoeing, rafting, boating, etc. are not permitted in the lagoon.
- (b) Small children must be accompanied by an adult in the lagoon area.
- (c) Fishing is permitted in the lagoon. South Carolina Game and Fish laws shall apply.

16. Bicycles

Bicycles must be kept in bike racks. No bicycles may be kept in hallways.

17. Enforcement and Future Changes in the Rules and Regulations
The Board of Directors shall have the right and power to enforce the Rules and Regulations then in effect and to make final decisions regarding violations or disputes concerning them. The Board may change the Rules and Regulations by means of additions and deletions from time to time. 244
18. Occupancy Limitations for Tenants
One Bedroom Apartment (Married Couple, Single Individual or Two Unrelated Individuals), Two Bedroom Apartment (Married Couple, Married Couple with Child, Single Individual, or Two Unrelated Individuals), Three Bedroom Apartment (Married Couple, Married Couple with One or Two Children or Up to Three Unrelated Individuals)

McNair

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	S. C.	BOOK
<u>10130A</u>		<u>361</u>
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<i>Nancy J. Lowry, Dep.</i>		
CLERK OF COURT OF COMMON PLEAS		