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Cynthia B. Forte
Cynthia B Forte - Register of Deeds

Cross-Reference:
Deed Book 734, Page 147, *et seq.*
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Deed Book 2056, Page 320, *et seq.*
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THIS AGREEMENT CONTAINS AN ARBITRATION AGREEMENT SUBJECT
TO THE SOUTH CAROLINA ARBITRATION ACT, §15-48-10 et seq.
CODE OF LAWS OF SOUTH CAROLINA, 1976

SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
DANIEL ISLAND RESIDENTIAL ZONE

Upon recording, please return to:

Cynthia Spieth Morton, Esq.
Worrie Bond Dickinson (US) LLP
5 Exchange Street
Charleston, SC 29401

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<u>Exhibit</u>	<u>Subject Matter</u>
"A"	Property Subject to the Declaration
"B"	Land Subject to Annexation
"C"	Initial Use Restrictions and Rules
"D"	Rules of Arbitration
"E"	By-Laws of Daniel Island Community Association, Inc.
"F"	Units located in Etiwan Park and Codrers Park

**SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS**

FOR

DANIEL ISLAND RESIDENTIAL ZONE

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made as of March 1, 2018, by Daniel Island Associates L.L.C., a Delaware limited liability company (hereinafter referred to as "Declarant").

Declarant is the current or was the prior owner of the real property described in Exhibit "A," which is attached and incorporated by reference. This Declaration imposes upon the Properties (as defined in Article I below) mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Properties and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Properties. In furtherance of such plan, this Declaration provides for the creation of Daniel Island Community Association, Inc. to own, operate and maintain Common Areas, as defined below, and to administer and enforce the provisions of this Declaration, the By-Laws, and the Use Restrictions and Rules promulgated pursuant to this Declaration.

Declarant hereby declares that all of the property described in Exhibit "A" and any additional property subjected to this Declaration by Supplemental Declaration (as defined in Article I below) shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the title to the real property subjected to this Declaration. This Declaration shall be binding upon all parties having any right, title, or interest in any portion of the Properties, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of the Properties.

This document does not and is not intended to create a condominium within the meaning of the South Carolina Horizontal Property Act, South Carolina Code Annotated, §27-31-10, et seq.

ARTICLE I: DEFINITIONS

The terms in this Declaration and the exhibits to this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

1.1 "Area of Common Responsibility": The Common Area, together with such other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration or other applicable covenants, contracts, or agreements.

1.2 "Articles of Incorporation" or "Articles": The Articles of Incorporation of Daniel Island Community Association, Inc., as filed with the Secretary of State of the State of South Carolina, as they may be amended.

1.3 "Association": Daniel Island Community Association, Inc., a South Carolina nonprofit, mutual benefit corporation, its successors or assigns.

1.4 "Board of Directors" or "Board": The body responsible for administration of the Association, selected as provided in the By-Laws and generally serving the same role as the board of directors under South Carolina corporate law.

1.5 "Builder": Any Person who purchases one (1) or more Units for the purpose of constructing improvements for later sale to consumers or who purchases one (1) or more parcels of land within the Properties for further subdivision, development, and/or resale in the ordinary course of such Person's business.

1.6 "By-Laws": The By-Laws of Daniel Island Community Association, Inc., attached as Exhibit "E," as they may be amended.

1.7 "Class "B" Control Period": The period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board of Directors as provided in Section 3.3.

1.8 "Common Area": All real and personal property, including easements, which the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners. The term also shall include the Exclusive Common Area, as defined below.

1.9 "Common Expenses": The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to this Declaration, the By-Laws, and the Articles of Incorporation. Common Expenses shall not include any expenses incurred during the Class "B" Control Period for initial development, original construction, installation of infrastructure, original capital improvements, or other original construction costs unless approved by the Members representing a majority of the total Class "A" vote of the Association.

1.10 "Community-Wide Standard": The standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors and the Architectural Review Board.

1.11 "Covenant to Share Costs": Any agreement, contract, or covenant, between the Association and an owner or operator of property adjacent to, in the vicinity of, and within the Properties for the allocation of expenses for benefits and/or services that benefit both the Association and the owner or operator of such property, including but not limited to that certain Second Amended and Restated Declaration of Easements and Covenant to Share Costs for Daniel Island, dated January 1, 2005 and recorded in Book 4472, Page 17 on January 21, 2005 in Public Records (as amended and restated from time to time).

1.12 "Declarant": Daniel Island Associates L.L.C., a Delaware limited liability company, or any successor, successor-in-title, or assign who takes title to any portion of the property described on Exhibits "A" or "B" for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

1.13 "Design Guidelines": The design and construction guidelines and application and review procedures applicable to the Properties promulgated and administered pursuant to Article IX.

1.14 "Exclusive Common Area": A portion of the Common Area intended for the exclusive use or primary benefit of one or more, but less than all, Units, as more particularly described in Article II.

1.15 "General Assessment": Assessments levied on all Units subject to assessment under Article VIII to fund Common Expenses for the general benefit of all Units, as more particularly described in Sections 8.1 and 8.3.

1.16 "Governing Documents": The Declaration, By-Laws, Articles of Incorporation, any Supplemental Declaration, the Design Guidelines and the Use Restrictions and Rules, all Covenants to Share Costs, or any of the above, as each may be amended from time to time.

1.17 "Master Plan": The Daniel Island Master Plan submitted by the Harry Frank Guggenheim Foundation, Inc., dated March 11, 1993, and adopted by the City Council of the City of Charleston, South Carolina, as it may be amended from time to time, which plan includes the property described on Exhibit "A" and all or a portion of the property described on Exhibit "B" that Declarant may from time to time anticipate subjecting to this Declaration. Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the exclusion of property described on Exhibit "B" from the Master Plan bar its later annexation in accordance with Article VII.

1.18 "Member": A Person subject to membership in the Association pursuant to Section 3.3.

1.19 "Mortgage": A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Unit.

1.20 "Mortgagee": A beneficiary or holder of a Mortgage.

1.21 "Mortgagor": Any Person who gives a Mortgage.

1.22 Intentionally Omitted.

1.23 Intentionally Omitted.

1.24 Intentionally Omitted.

1.25 Intentionally Omitted.

1.26 "Owner": One or more Persons who hold the record title to any Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded land sales contract, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

1.27 "Person": A natural person, a corporation, a partnership, a limited liability company, a fiduciary acting on behalf of another person or any other legal entity

1.28 "Private Amenity": Certain real property and any improvements and facilities thereon located adjacent to, in the vicinity of, or within the Properties, which are privately owned and operated by Persons other than the Association for recreational and related purposes, on a club membership basis or otherwise, and may include, without limitation, any golf course(s) so located and all related and supporting facilities and improvements.

1.29 "Properties": The real property described on Exhibit "A," as such exhibit may be amended and supplemented from time to time to reflect any additions or removal of property in accordance with Article VII.

1.30 "Public Records": The Register of Deeds Office for Berkeley County, South Carolina, or such other place which is designated as the official location for recording of deeds and similar documents affecting title to real estate.

1.31 "Special Assessment": Assessments levied in accordance with Section 8.6.

1.32 "Specific Assessment": Assessments levied in accordance with Section 8.7.

1.33 "Supplemental Declaration": An instrument filed in the Public Records which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The term shall also refer to any declaration of covenants, conditions and restrictions and any declaration of condominium.

1.34 "Unit": A portion of the Properties, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, and occupancy as an attached or detached residence for a single family or such other non-residential use as may be permitted within the Daniel Island Residential Zone as set forth in the Master Plan. The term shall refer to the land, if any, which is part of the Unit as well as any improvements thereon. The term shall include within its meaning, by way of illustration but not limitation, townhouse units, cluster homes, patio or zero lot line homes, permitted retail or service establishments, day care centers and single-family detached houses on separately platted lots, as well as vacant land intended for development as such, but shall not include Common Area, Exclusive Common Area, or property dedicated to the public.

In the case of a building within a condominium or other structure containing multiple dwellings, each dwelling shall be deemed to be a separate Unit, unless otherwise specified by Supplemental Declaration. In the case of a non-residential use, each separately platted lot shall be deemed to be a separate Unit, regardless of the number of uses or businesses operated on such lot, unless otherwise specified by Supplemental Declaration.

In the case of a piece, parcel or tract of the Properties which consists of vacant land or land which improvements are under construction, such parcel shall be deemed to be a single Unit until such time as a subdivision plat or master deed (as described in South Carolina Code Section 27-31-10 et seq., as amended) is filed of record on all or a portion of the parcel. Provided however that, by a Supplemental Declaration executed by the Declarant and the owner of such parcel, if other than Declarant, a parcel which is intended for the construction of multiple residential dwellings and/or multiple commercial units for separate ownership (whether by further subdivision of such parcel or pursuant to a horizontal property regime based on South Carolina Code Section 27-31-10 et seq., as amended) may be deemed for the purpose of collecting assessments in accordance with Article VIII to constitute multiple Units based on the number of proposed residential dwellings and/or commercial units anticipated to be constructed thereon as stated in the Supplemental Declaration. Any portion of the parcel encompassed by a subdivision plat or a master deed (as described in South Carolina Code Section 27-31-10 et seq., as amended) shall contain the number of Units currently existing on or to be located on the parcel as set forth in the first paragraph of this Section and assessments will be due to the Association from each such Unit Owner as provided herein. Any portion of the parcel not encompassed by such subdivision plat or master deed (as described in South Carolina Code Section 27-31-10 et seq., as amended) shall continue to be treated in accordance with this paragraph.

1.35 "Use Restrictions and Rules": Those use restrictions and rules affecting the Properties, which may be adopted, modified and repealed as set forth in Article X. The initial Use Restrictions and Rules are set forth on Exhibit "C."

1.36 Intentionally Omitted.

1.37 Intentionally Omitted.

1.38 "Zoning Ordinance": The Master Plan and The City of Charleston Zoning Ordinance, as the same may be amended from time to time, and also including any applicable rules and regulations of Berkeley County, South Carolina and the State of South Carolina.

ARTICLE II: PROPERTY RIGHTS

2.1 Common Area. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, subject to:

- (a) This Declaration and all other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) The right of the Board to adopt, amend and repeal Use Restrictions and Rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;
- (d) The right of the Association to rent, lease or reserve, on a temporary basis, any portion of the Common Area to any Owner for the exclusive use of such Owner and his or her Occupants upon such conditions as may be established by the Board;
- (e) The right of the Board to suspend the right of an Owner to use recreational and social facilities within the Common Area and Exclusive Common Area pursuant to Section 4.3;
- (f) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area, subject to any approval requirements set forth in the Governing Documents;
- (g) The right of the Board to impose reasonable requirements and charge reasonable admission or other use fees for the use of any recreational facility situated upon the Common Area pursuant to the Governing Documents;
- (h) The right of the Board to permit use of the Common Areas, including but not limited to the facilities located thereon, by persons other than Owners, their families, lessees and guests, including the public, upon such conditions and payment of reasonable use fees, if any, established by the Board;
- (i) The right of the Declarant to designate certain facilities and areas as open to the public;
- (j) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the approval requirements set forth in Sections 2.6 and 12.6;
- (k) The rights of certain Owners to the exclusive use, access and enjoyment in and to those portions of the Common Area designated "Exclusive Common Areas," as more particularly described in Section 2.2; and
- (l) The right of the Declarant to conduct activities and establish facilities within the Properties as provided in Article XIII.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Unit shall be deemed to have assigned all such rights to the lessee of such Unit.

2.2 Exclusive Common Area. Subject to any restrictions or limitations in the deed conveying the property to the Association, certain portions of the Common Area may be designated as Exclusive

Common Area and reserved for the exclusive use or primary benefit of Owners and occupants of specified Units. By way of illustration and not limitation, Exclusive Common Areas may include entry features, recreational facilities, docks, landscaped medians and cul-de-sacs, lakes and other portions of the Common Area within a particular area. As a further illustration, Exclusive Common Areas may include recreational facilities reserved for the exclusive use or benefit of Owners and occupants of Units used primarily for residential purposes. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be assessed against the Owners of Units to which the Exclusive Common Areas are assigned as a Specific Assessment.

Initially, any Exclusive Common Area shall be designated as such, and the exclusive use thereof shall be assigned, in the deed by which the Declarant conveys the Common Area to the Association or on the subdivision plat relating to such Common Area; provided, however, any such assignment shall not preclude the Declarant from later assigning use of the same Exclusive Common Area to additional Units, so long as the Declarant has a right to subject additional property to this Declaration pursuant to Section 7.1. Thereafter, a portion of the Common Area may be assigned as an Exclusive Common Area of particular Units and an Exclusive Common Area may be reassigned upon approval of the Board and the vote of Members representing a majority of the total Class "A" votes in the Association, including, if applicable, a majority of the Class "A" votes to which the Exclusive Common Area is assigned, if previously assigned, and to the particular Units to which the Exclusive Common Area is to be assigned or reassigned. As long as the Declarant owns any property described on Exhibits "A" or "B" for development and/or sale, or has the right to annex property pursuant to Section 7.1, any such assignment or reassignment shall also require the Declarant's written consent.

The Association may, upon approval of a majority of the Owners to which the Exclusive Common Area is assigned, permit Owners of other Units to use all or a portion of such Exclusive Common Area upon payment of reasonable user fees, which fees shall be used to offset the specific assessments attributable to such Exclusive Common Area.

2.3 Private Amenities. Access to and use of any Private Amenity is strictly subject to the rules and procedures of the owner of such Private Amenity, and no Person gains any right to enter or to use any Private Amenity by virtue of membership in the Association or ownership or occupancy of a Unit.

2.4 No Partition. Except as permitted in this Declaration, there shall be no judicial partition of the Common Area. No Person shall seek any judicial partition unless the portion of the Common Area which is the subject of such partition action has been removed from the provisions of this Declaration. This Section shall not prohibit the Board from acquiring and disposing of other real property which may or may not be subject to this Declaration.

2.5 Condemnation. If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of the Members representing at least 67% of the total Class "A" votes in the Association and of the Declarant, as long as the Declarant owns any property described on Exhibits "A" or "B" or has the right to annex property pursuant to Section 7.1) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as follows:

If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 days after such taking the Declarant, so long as the Declarant owns any property described in Exhibits "A" or "B" of this Declaration, and the Members representing at least 67% of the total Class "A" vote of the Association

shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 6.1(c) regarding funds for the repair of damage or destruction shall apply.

If the taking or conveyance does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

2.6 Actions Requiring Owner Approval. If either the U.S. Department of Housing and Urban Development or the U.S. Department of Veterans Affairs is insuring or guaranteeing the Mortgage on any Unit, then the following actions shall require the prior approval of Members representing not less than two-thirds (2/3) of the total Class "A" votes in the Association and the consent of the Class "B" Member, if such exists: merger, consolidation or dissolution of the Association; annexation of additional property other than that described on Exhibit "B;" and dedication, conveyance or mortgaging of Common Area, except in accordance with Section 4.2. Notwithstanding anything to the contrary in Section 2.5 or this Section, the Association, acting through the Board, may grant easements over the Common Area for installation and maintenance of utilities and drainage facilities and for other purposes not inconsistent with the intended use of the Common Area, without the approval of the membership.

ARTICLE III: MEMBERSHIP AND VOTING RIGHTS

3.1 Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Area of Common Responsibility. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Properties as the Board or the membership may adopt pursuant to Article X. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration and in the Design Guidelines. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of South Carolina and the rules, regulations and ordinances of the City of Charleston and Berkeley County, South Carolina.

3.2 Membership. Every Owner shall be a Member of the Association. There shall be only one membership per Unit. If a Unit is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 3.3(c) and in the By-Laws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

3.3 Voting. The Association shall have two classes of membership, Class "A" and Class "B."

(a) Class "A". Class "A" Members shall be all Owners except the Class "B" Member, if any.

Class "A" Members shall have one equal vote for each Unit in which they hold the interest required for membership under Section 3.2; provided, there shall be only one vote per Unit and no vote shall be exercised for any property which is exempt from assessment under Section 8.11. All Class "A" votes shall be cast as provided in Section 3.3(c) below.

(b) Class "B". The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under this

Declaration, the By-Laws and the Articles, are specified in the relevant sections of this Declaration, the By-Laws and the Articles. The Class "B" Member may appoint a majority of the members of the Board of Directors during the Class "B" Control Period which shall continue until the first to occur of the following:

- (i) when 75% of the total number of Units permitted by the Master Plan for the property described on Exhibits "A" and "B" have certificates of occupancy issued thereon and have been conveyed to Persons other than Builders;
- (ii) December 31, 2025; or
- (iii) when, in its discretion, the Class "B" Member so determines.

After termination of the Class "B" Control Period, the Class "B" Member shall have a right to disapprove actions of the Board and committees as provided in the By-Laws. The Class "B" membership shall terminate upon the earlier of:

- (i) two years after expiration of the Class "B" Control Period; or
- (ii) when, in its discretion, the Declarant so determines and declares in a recorded instrument.

Upon termination of the Class "B" membership, the Declarant shall be a Class "A" Member entitled to Class "A" votes for each Unit which it owns.

The Declarant may, by Supplemental Declaration, create additional classes of membership for the owners of Units within any additional property made subject to this Declaration pursuant to Article VII, with such rights, privileges and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

(c) Exercise of Voting Rights. Except as otherwise specified in this Declaration or the By-Laws, the vote for each Unit owned by a Class "A" Member shall be exercised personally by the Owner of the particular Unit.

In any situation where there is more than one Owner of such Unit, then the vote for such Unit shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Unit's vote shall be suspended if more than one Person seeks to exercise it.

(d) Voting Mechanics. Voting may be conducted by written ballots or by an electronic voting process. In the event that an electronic voting process voting is used for specific issues or on all issues, then the Board in its discretion may adopt specific rules and procedures as necessary in furtherance of conducting the electronic voting process by which a Member in good standing representing a Unit may cast his/her vote electronically. In the event that the Board elects to implement an electronic voting process, the president of the Association shall be responsible for recommending, reviewing and implementing the process subject to Board approval. The voting process shall be conducted in a manner consistent with the Governing Documents and South Carolina law.

ARTICLE IV: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

4.1 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall manage and control the Common Area and all improvements thereon (including, without limitation, furnishings, equipment, and other personal property of the Association used in

connection with the Common Areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to this Declaration and the By-Laws and consistent with the Community-Wide Standard. The Board is specifically authorized, but not obligated, to retain or employ professional management to assist in carrying out the Association's responsibilities under this Declaration, the cost of which shall be a Common Expense.

In addition to any restrictions on the conveyance of any Common Areas or other properties owned by the Association as stated in the applicable conveyance instrument, the Association shall not sell, transfer or otherwise divest itself of ownership of the Common Areas without the written consent of the Declarant, if such divestiture occurs prior to the termination of the Class "B" membership; or the affirmative vote or written consent, or any combination thereof, of the Members representing 75% of the Class "A" votes in the Association if such divestiture occurs after the termination of the Class "B" membership. A long term lease to an unrelated entity or other similar transaction shall be deemed to be a prohibited transfer. These transfer restrictions shall not apply to the granting of easements, deeds in lieu of condemnation, or a bona fide mortgage which are not entered into in order to circumvent the transfer restrictions.

The Common Areas shall be used primarily for the benefit and enjoyment of the members of the Association and for the operational needs of the Association. The Association may generate incidental revenues from the Common Areas so long as the generation of such revenues does not have a material impact on the primary use of the Common Area in question. The following activities are expressly permitted for the generation of revenues from a Common Area: collection of fees for the use of any boat ramps; by the sale of guest passes; from the sale of food, supplies or concessions for the purchase by members of the Association, i.e. a snack bar or vending facilities; and, from rental fees for the short-term use of a Common Area for a special event, such as a wedding, party, or other gathering or event for a limited group of people for a limited amount of time. In addition to any restrictions on the use of any Common Areas or other properties owned by the Association as stated in the applicable conveyance instrument, any change in the permitted uses of a Common Area shall require the written consent of the Declarant, if such change of use occurs prior to the termination of the Class "B" membership; or the affirmative vote or written consent, or any combination thereof, of the Members representing 75% of the Class "A" votes in the Association if such change of use occurs after the termination of the Class "B" membership.

Any structures constructed on a Common Area must be approved by the Declarant or its designated assigns prior to the placement or construction of such structure on the Common Area.

The Association cannot amend or modify the provisions stated herein without the written consent of the Declarant, if such modification occurs prior to the termination of the Class "B" membership; or the affirmative vote or written consent, or any combination thereof, of the Members representing 75% of the Class "A" votes in the Association if such modification occurs after the termination of the Class "B" membership.

4.2 Personal Property and Real Property for Common Use. The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property, subject to the provisions of Sections 2.6 and 12.6. The Declarant and its designees may convey to the Association improved or unimproved real estate, or interests in real estate, located within the properties described in Exhibits "A" or "B," personal property and leasehold and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association. Upon written request of Declarant, the Association shall reconvey to Declarant any unimproved portions of the Properties originally conveyed by Declarant to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines.

The Association agrees that the Common Area, including all improvements thereon, shall be conveyed in its "where is, as is" condition and without recourse, and Declarant disclaims and makes no representations, warranties or other agreements, express or implied with respect thereto, including without limitation, representations or warranties of merchantability or fitness for the ordinary or any particular purpose, and representations or warranties regarding the conditions, design, construction, accuracy, completeness, adequacy of the size or capacity in relation to utilization or the future economic performance or operations of the Common Area. No claim shall be made by the Association or any Owner relating to the condition, operation, or completeness of the Common Area or for incidental or consequential damages arising therefrom. Declarant will transfer and assign to the Association, without recourse, all warranties which it receives from manufacturers and suppliers relating to any of the Common Area which exist and are assignable.

4.3 Enforcement. The Association may impose sanctions for violations of this Declaration, any applicable Supplemental Declaration, the By-Laws, or the Use Restrictions and Rules in accordance with procedures set forth in the By-Laws, including reasonable monetary fines and suspension of the right to vote and to use any recreational or other facilities within the Common Area. In addition, in accordance with the By-Laws, the Association may exercise self-help to cure violations and may suspend any services it provides to the Unit of any Owner who is more than 30 days delinquent in paying any assessment or other charge due to the Association. All remedies set forth in this Declaration and the By-Laws shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of this Declaration or Use Restrictions and Rules, if the Association prevails it shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed as a waiver of the right to enforce such provision under other circumstances or estop the Association from enforcing any other covenant, restriction or rule.

The Association, by contract or other agreement, may enforce county and city ordinances, if applicable, and permit Berkeley County or the City of Charleston to enforce ordinances on the Properties for the benefit of the Association and its Members.

4.4 Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by this Declaration or the By-Laws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the By-Laws, the Articles, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

4.5 Governmental Interests. For so long as the Declarant owns any property described on Exhibits "A" or "B," or has the right to annex property pursuant to Section 7.1, the Declarant may designate sites within the Properties for fire, police, and utility facilities, public schools and parks, streets, and other public or quasi-public facilities. The sites may include Common Areas, in which case the Association shall take whatever action is required with respect to such site to permit such use, including conveyance of the site or consent to the withdrawal of the site from the Declaration, if so directed by Declarant. The sites may include other property not owned by Declarant provided the owner consents.

4.6 Indemnification. The Association shall indemnify every officer, director, ARB member and committee member against all damages, liabilities and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, ARB member or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section, the Articles of Incorporation and South Carolina law.

The officers, directors, ARB members, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, willful misconduct, or bad faith. The officers, directors, ARB members, and committee members shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director, ARB member and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, ARB member or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

The Association shall also indemnify and forever hold harmless the Declarant to the extent that any officer, director or employee of the Declarant serves as an officer, director or committee member of the Association and the Declarant incurs any damages or expenses, including legal costs, in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding) by reason of having its officers, directors or employees serve as officers, directors, or committee members of the Association, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section, the Articles and South Carolina law. This right to indemnification shall not be exclusive of any other rights to which the Declarant may be entitled.

4.7 Provision of Services. The Association may provide or contract for services and facilities for the Members of the Association and their guests, lessees and invitees. The Association shall be authorized to enter into contracts or other similar agreements with other entities, including Declarant, to provide such services and facilities. By way of example, some services and facilities which may be provided include landscape maintenance, garbage collection, recycling collection, bike-sharing services, car-sharing services, pest control service, cable, digital, satellite or similar television service, internet, intranet, data and other computer related services, security, caretaker, fire protection, utilities, and similar services and facilities.

The costs of services and facilities provided by the Association may be funded by the Association as a Common Expense or Specific Assessment, depending on whether the service or facility is provided to all Units or less than all Units. In addition, the Board shall be authorized to charge use and consumption fees for services and facilities through Specific Assessments or by requiring payment at the time the service or facility is provided. As an alternative, the Association shall be further permitted to require Owners to utilize services delivered by a provider designated by the Association. By way of

example, but not limitation, the Association shall have the right, but not the obligation, to designate one garbage collection company to provide service for all Units within the Properties. The Association may arrange for the costs of the services and facilities to be billed directly to Owners by the provider(s) of such services and facilities. Any Association contract for services or facilities may require Owners to execute separate agreements directly with the Persons providing such services or facilities in order to gain access to or obtain specified services or facilities. Such contracts and agreements may contain terms and conditions that, if violated by the Owner or Occupant of a Unit, may result in termination of such benefits to the Owner's Unit. Any such termination and any failure or refusal to participate shall not relieve the Owner of the continuing obligation to pay assessments for any portion of the charges for such service or facilities that are assessed against the Unit as a Common Expense or Specific Assessment.

The Board, without the consent of the Class "A" Members of the Association, shall be permitted to modify or cancel existing services or facilities provided, if any, or to provide additional services and facilities. Nothing contained herein can be relied upon as a representation as to the services and facilities, if any, which will be provided by the Association.

4.8 Dedication of Common Area. The Association may dedicate portions of the Common Area to Berkeley County, South Carolina, the City of Charleston, or to any other local, state, or federal governmental or quasi-governmental entity, subject to such approval as may be required by Section 2.6 and 12.6.

4.9 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. Neither the Association, the Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Properties, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system or measures, including any mechanism or system for limiting access to the Properties, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Unit that the Association, its Board of Directors and committees, Declarant, and any successor Declarant are not insurers and that each Person using the Properties assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.

4.10 Covenant(s) to Share Costs. So long as the Class "B" membership exists, the Declarant may, but shall not be obligated to, execute and record various declarations, covenants, and deed restrictions which may constitute covenants running with the title to certain parcels of land outside the Properties, assigning to the owners and occupants of such parcels and their members, guests, employees, agents and invitees, as applicable, certain rights to use all or portions of the Common Areas and obligating the owners of such parcels to share in the certain costs incurred by the Association which benefit such parcels. The Association is currently subject to the terms of the Second Amended and Restated Declaration of Easements and Covenant to Share Costs for Daniel Island dated January 1, 2005 and recorded in Book 4472, Page 17 on January 21, 2005 in the Public Records ("Share Costs Declaration"). The Association entered into the Share Cost Declaration for the purpose of ensuring the unified maintenance of the Daniel Island community in accordance with the Community-Wide Standard. The Association shall comply with the terms of any and all Covenants to Share Costs, including the Share Costs Declaration, and any similar agreements entered into by the Association with respect to the maintenance of the Daniel Island community. The Share Costs Declaration is intended to remain in effect for perpetuity.

4.11 Relationship With Tax Exempt Organizations. The Declarant or the Association may create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Community Area to non-profit, tax-exempt organizations for the benefit of the Properties. The Association may contribute money, real or personal property or services to any such entity. Any such contribution shall be a Common Expense and included as a line item in the Association's annual budget. For the purposes of this Section a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code, including but not limited to, Sections 501(c)(3) or 501(c)(4) thereof.

4.12 Use of Lakes, Rivers and Other Bodies of Water. Neither the Association, the Declarant, nor any successor Declarant shall be held liable for any loss or damage by reason of any permitted or prohibited use of any lake, river or other body of water for any purpose by Owners or any occupant of any Unit. Each Owner acknowledges, understands and covenants to inform its invitees and guests, and also any occupant of its Unit that the Association, its Board of Directors, ARB and committees, Declarant, and any successor Declarant are not insurers and that each Person using any lake, river or other body of water shall do so only in accordance with the restrictions set forth in Article 10, any rules and regulations adopted by the Board and applicable governmental laws, ordinances, rules and regulations. Each Person assumes all risks of personal injury, and loss or damage to property, including Units, resulting from or associated with use of any lake, river or pond. Each Owner on behalf of itself and its invitees and guests, and also any occupant of its Unit acknowledges that lakes, rivers and other water bodies in the Properties may be designed as water management areas and are not necessarily designed as recreation or aesthetic features. Due to fluctuations in ground water elevations within the immediate area, the water level of lakes and waterways will rise and fall. Neither the Declarant nor the Association has control over such water elevations, shore features or treatments, landscaping or any other matters related to water features in the Properties. In addition, the Association shall not be responsible for maintaining, increasing or decreasing the water level within any other water body or removing vegetation from any other water body, except as provided Article V.

4.13 Presence and Management of Wildlife. Each Owner and their respective guests, family members, tenants, agents, contractors, licensees and invitees within the Properties acknowledge that the Properties are located adjacent to and in the vicinity of wetlands, bodies of water and other natural areas. Such areas may contain wildlife, including without limitation, deer, opossums, alligators, reptiles, and snakes. Neither the Association, the Board, the Declarant, nor any successor Declarant shall have any duty to take action to control, remove or eradicate any wildlife in the Properties nor shall they be liable or responsible for any personal injury, illness or any other loss or damage caused by the presence of such wildlife on the Properties. Each Owner of a Unit and all Persons within the Properties shall assume all risk of personal injury, illness, or other loss or damage arising from the presence of such wildlife and further acknowledges that the Association, the Board, the Declarant or any successor Declarant have made no representations or warranties, nor has any Owner relied upon any representations or warranties, expressed or implied, relative to the presence of such wildlife. As provided in Article XIII below, the Declarant may (but it is not required to) engage in wildlife and fishery management practices for the Properties.

4.14 Opportunities for Community Interaction. The Association may provide or contract for services and facilities. The Association may make use of computers, the internet, and expanding technology to facilitate interaction and encourage participation in Association activities. For example, the Association may sponsor a cable television channel, create and maintain a community intranet or internet home page, maintain an "online" newsletter or bulletin board, and offer other technology-related services and opportunities for Owners and occupants to interact and participate in Association-sponsored activities. To the extent South Carolina law permits, and unless otherwise specifically prohibited in the Governing Documents, the Association may send notices electronically, hold interactive web conferencing Board or Association meetings permitting attendance and voting by electronic means, and electronically send and collect assessments and other invoices.

4.15 Community Education and Training. The Association may provide or contract for services and facilities in recognition of the fact that Owners and other residents who are well-informed regarding their community's structure and governance and their rights and responsibilities in the community, have greater capacity to participate in civic life and in the affairs of the community, the Board may establish education, training, and orientation programs relating to community governance, including "continuing" education programs, for everyone in the Properties. The Board may utilize any appropriate method to achieve these education goals, including a community intranet, learning centers, computer centers, business centers, and coordinated activities with Association committees and Board members.

Community education may begin as early as the marketing stage or the point of sale of property within the Properties and may include orientation classes regarding community structure and governance, the nature, extent, and purpose of the covenants, rules, and regulations; and community-building issues such as the mission for Daniel Island, opportunities to participate in and affect the community's evolution and growth, and general community orientation.

Community governance education is an essential component of living in the Properties. Educating Owners regarding ownership rights, voting privileges, property use restrictions, assessment responsibility, community development, developer turn over or transition, and community activities, should be an ongoing innovative process geared toward including residents of all ages. Governance education may be offered in the form of seminars, simple question and answer pamphlets, audio/video recordings, through a community cable channel, or through an interactive website. The Board may also coordinate with nationally recognized organizations such as the Urban Land Institute or the Community Associations Institute to offer programs regarding community governance or coordinate with nationally recognized speakers in the field to provide community governance instruction and workshops.

4.16 Community Activities and Clubs. In recognition of the fact that volunteering activities benefit both Daniel Island and the larger community, the Association may promote a volunteer ethic and encourage and facilitate the organization of volunteer organizations within Daniel Island. To accomplish this end, the Association may grant incentives for volunteering, such as exemptions from specific program fees and public recognition of distinguished volunteers and their achievements. The Association also may cooperate with and support outside organizations, such as recreational leagues or cultural organizations, by making facilities available for the organization's use or sponsoring the organization's activities. Additionally, the Association may compile and maintain a data bank of Owners and occupants interested in volunteering and make such data available to other volunteer organizations.

The Association, in its sole discretion, may establish or support the establishment of "charter clubs" to encourage or facilitate the gathering of people to pursue common interests or hobbies. A charter shall confer privileges and impose responsibilities on the club and its members. For example, the Association may grant privileges including financial support, material support, facility use privileges, either with or without charge, priority for facility use, administrative and technical support, and liability insurance coverage.

The Association may grant charters to any group of individuals who share a particular field of interest. Any Owner or occupant may submit a written request to the Association for a charter. In its sole discretion, the Association may grant or deny such request. The Association may fund the charter club as a Common Expense and/or require that club members pay use or consumption fees for materials, facilities use, or other club expenses.

The Association may use computer bulletin boards, websites, and publications to assist charter clubs and other community groups, religious groups, civic groups, youth organizations, and support groups in publicizing meetings, events, and the need for volunteer assistance. However, the Association may not fund the specific advertising or promotion of a charter club's events or another volunteer group's

events, unless the Association, in its sole discretion, determines that such events or organizations benefit the entire community.

4.17 Municipal Services. The Association may, but is not obligated to, contribute funds to the City of Charleston or other applicable governmental authorities, for the purpose of increasing the city's capacity to provide municipal services, including, without limitation, enhanced infrastructure improvements (i.e., curbing, alternative paving surfaces, road and street improvements, traffic control devices, street and directional signage, etc.), and police and fire protection services, within Daniel Island. The Association may also enter into agreements with the City of Charleston or other applicable governmental authorities and/or the Town Association, for the purpose of maintaining or contributing to the costs of maintaining any roads, related drainage easements, and sidewalks within Daniel Island.

4.18 Governmental Permits. To the extent permitted by law, Declarant shall have the right in its discretion to assign, delegate, and/or otherwise transfer to the Association any of its continuing obligations and/or responsibilities under governmental permits and approvals with respect to the Properties, including, without limitation, its continuing obligations under any permit. The Association shall accept and assume such obligations and responsibilities without condition or consideration. Such assignment, delegation, or transfer and assumption shall be effective without the consent of, or any further action by the Association, but upon Declarant's request, the Association shall promptly execute any documents which Declarant requests to evidence the assignment, delegation, or transfer and assumption of such obligations and/or responsibilities. The Association shall comply in all respects with the terms of, and shall not undertake any activity inconsistent with, such permits and approvals. The Association shall indemnify, defend and hold Declarant harmless from and against any claims or losses arising out of the violation or failure to comply with any permit(s), or out of the operation, maintenance or use of any improvement or facility authorized by the permit(s), provided such claim or loss first occurs after the effective date of the assignment, delegation, transfer (or tender of the assignment, delegation, or transfer, if wrongfully refused by an Association).

ARTICLE V: MAINTENANCE

5.1 Association's Responsibility.

(a) The Association shall maintain and repair (in a manner that it deems reasonable and appropriate) the Area of Common Responsibility, which may include, but need not be limited to:

(i) all landscaping and other flora, parks, lakes, structures, and improvements, including any private streets, bike and pedestrian pathways/trails, situated upon the Common Area;

(ii) landscaping and other flora, parks, pedestrian pathways/trails, structures and improvements within public rights-of-way within or abutting the Properties or upon such other public land adjacent to the Properties as deemed necessary in the discretion of the Board;

(iii) such portions of any property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, the Share Costs Declaration, or any contract or agreement for maintenance thereof entered into by the Association;

(iv) all ponds, lakes, streams and/or wetlands located within the Properties which serve as part of the drainage and storm water retention system for the Properties, including any retaining walls, bulkheads or dams (earthen or otherwise) retaining water therein, and any fountains, lighting, pumps, conduits, and similar equipment installed therein or used in connection therewith, including ensuring compliance of the drainage system and the performance of all necessary inspections for the Properties with the South Carolina Department of Health and Environmental Control NPDES

General Permit for Stormwater Discharges from Construction Activities, as supplemented, amended, revised, and modified;

(v) any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to remain a part of the Area of Common Responsibility and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

(b) Declarant may establish specific minimum standards for the maintenance, operation and use of any Area of Common Responsibility in the Governing Documents and/or in the deed or other instrument transferring the property to the Association. Such standards shall become part of the Community-Wide Standard. These standards may contain general provisions applicable to all of the Area of Common Responsibility, as well as specific provisions which vary from one portion of the Area of Common Responsibility to another depending upon the nature of any improvements located thereon, intended use, location, and/or unique characteristics.

(c) The Association may, as a Common Expense, maintain other property which it does not own, including, without limitation, property dedicated to the public, or provide maintenance or services related to such property over and above the level being provided by the property owner, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

(d) There are hereby reserved to the Association easements over the Properties as necessary to enable the Association to fulfill such responsibilities. The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs, unless Members representing 67% of the Class "A" votes in the Association and the Class "B" Member, if any, agree in writing to discontinue such operation.

The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that (i) such maintenance responsibility is otherwise assumed by or assigned to an Owner in a Supplemental Declaration executed by such Owner; (ii) such maintenance responsibility is otherwise assumed by an owner or operator of a portion of an adjacent property pursuant to a Covenant to Share Costs entered into by the Association including, but not limited to the Share Costs Declaration; or (iii) such property is dedicated to any local, state, or federal governmental or quasi-governmental entity; provided however, that in connection with any such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means except with the prior written approval of the Declarant as long as the Declarant owns any property described on Exhibits "A" or "B" of this Declaration, or has the right to annex property pursuant to Section 7.1.

(e) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Units as part of the General Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to the Governing Documents, any recorded covenants, or any agreements with the owner(s) thereof. All costs associated with maintenance, repair and replacement

of Exclusive Common Areas shall be assessed as a Specific Assessment against the particular Units to which the Exclusive Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

5.2 Owner's Responsibility. Each Owner shall maintain his or her Unit, and all structures, parking areas, driveways, landscaping, fences, and other improvements comprising the Unit, in a manner consistent with the Community-Wide Standard, the Design Guidelines and the Zoning Ordinance and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association. Each Owner shall also maintain the driveway and mailbox serving his or her Unit and all landscaping, including street trees, located in any right-of-way immediately adjacent to the Owner's Unit. In the event that a street tree within a right-of-way is diseased, significantly damaged or destroyed, the Owner of the adjacent Unit shall be responsible for the installation of a replacement tree of the same variety with a minimum two and one-half inch (2½") caliper at a point six inches (6") above the root ball, unless otherwise approved or directed by the ARB. Such trees shall be similar in nature to the trees generally available through the City of Charleston street tree program. In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner in accordance with Section 8.7. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation. Entry by the Association or its designee under this Section shall not constitute a trespass.

5.3 Intentionally Omitted.

5.4 Standard of Performance. Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair, replacement, and irrigation as necessary. All maintenance shall be performed in a manner consistent with the Community-Wide Standard, the Zoning Ordinance, and all Governing Documents. Neither the Association nor an Owner shall be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

5.5 Party Walls and Similar Structures.

(a) General Rules of Law to Apply. Each wall, fence, driveway or similar structure built as a part of the original construction on the Units which serves and/or separates any two adjoining Units shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who make use of the party structure.

(c) Damage and Destruction. If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(e) Disputes. Any dispute arising concerning a party structure shall be handled in accordance with the provisions of Article XIV.

5.6 Office of Ocean and Coastal Resource Management. Each Owner acknowledges that any portion of any Unit which may contain submerged land, coastal waters or other critical areas, is subject to the jurisdiction of the Office of Ocean and Coastal Resource Management. Each Owner shall be liable, to the extent of such Owner's ownership, for any damages to, any inappropriate or unpermitted uses of, and any duties or responsibilities concerning any such submerged land, coastal waters or other critical areas.

ARTICLE VI: INSURANCE AND CASUALTY LOSSES

6.1 Association Insurance.

(a) Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area, if any, and on other portions of the Area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. The Association shall have the authority to and interest in insuring any property for which it has maintenance or repair responsibility, regardless of ownership. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements;

(ii) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, the commercial general liability coverage (including primary and any umbrella coverage) shall have a limit of at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits;

(iii) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

(iv) Directors and officers liability coverage;

(v) Fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's best business judgment but not less than an amount equal to one-sixth of the annual General Assessments on all Units plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(vi) Such additional insurance as the Board, in its best business judgment, determines advisable, which may include, without limitation, flood insurance, boiler and machinery insurance, and building ordinance coverage.

In the event that any portion of the Common Area is or shall become located in an area identified by the Federal Emergency Management Agency (FEMA) as an area having special flood hazards, a "blanket" policy of flood insurance on the Common Area must be maintained in the amount of 100% of current "replacement cost" of all effected improvements and other insurance property or the maximum limit of coverage available, whichever is less.

In addition, the Association will obtain and maintain property insurance on the insurable improvements within any Exclusive Common Areas in such amounts as deemed appropriate by the Association. Upon the request of an Owner owning a Unit with the right to use such Exclusive Common Area, then such Owner shall be entitled to evidence of the insurance conveyance for the applicable Exclusive Common Area.

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses and shall be included in the General Assessment; except that premiums for insurance on a particular Exclusive Common Area may be charged as a Specific Assessment to the Owners of Units to which such Exclusive Common Area is assigned, unless the Board of Directors reasonably determines that other treatment of the premiums is more appropriate. The Association shall have no insurance responsibility for any portion of the Private Amenities.

(b) Policy Requirements. The Association shall arrange for a periodic review of the sufficiency of insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the metropolitan Charleston, South Carolina area.

All Association policies shall provide for a certificate of insurance to be furnished to each Member insured and to the Association upon written request.

The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 6.1(a). In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Units pursuant to Section 8.7.

All insurance coverage obtained by the Board shall:

(i) be written with a company authorized to do business in the State of South Carolina which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(ii) be written in the name of the Association as trustee for the benefitted parties. Policies on the Common Areas shall be for the benefit of the Association and its Members. Policies secured on behalf of an Exclusive Common Area shall be for the benefit of the Owners of the Units to which the Exclusive Common Area is assigned and their Mortgagees, as their interests may appear;

(iii) not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(iv) contain an inflation guard endorsement; and

(v) include an agreed amount endorsement, if the policy contains a co-insurance clause.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

(i) a waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, the Owners and their tenants, servants, agents, and guests;

(ii) a waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(iii) an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

(iv) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(v) an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

(vi) a cross liability provision; and

(vii) a provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

(c) **Damage and Destruction.** Immediately after damage or destruction to all or any part of the Properties covered by insurance written in the name of the Association, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Any damage to or destruction of the Common Area shall be repaired or reconstructed unless the Members representing at least 67% of the total Class "A" votes in the Association, and the Class "B" Member, if any, decide within 60 days after the loss not to repair or reconstruct.

If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such 60-day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed 60 additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Unit.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 6.1(a).

6.2 Owners' Insurance. By virtue of taking title to a Unit, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Unit less a reasonable deductible. If the Association assumes responsibility for obtaining any insurance coverage on behalf of Owners, the premiums for such insurance shall be levied as a Specific Assessment against the benefitted Unit and the Owner thereof pursuant to Section 8.7.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures or landscaping on or comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged improvement, structure or landscaping consistent with the original construction or such other plans and specifications as are approved in accordance with Article IX. Alternatively, the Owner shall clear the Unit of all debris and ruins and maintain the Unit in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

Additional recorded covenants applicable to an Exclusive Common Area may establish more stringent requirements for insurance and more stringent standards for rebuilding or reconstructing such Exclusive Common Area.

6.3 Limitation of Liability. Notwithstanding the duty of the Association to maintain and repair portions of the Common Area, neither the Association, its Board of Directors, its successors or assigns, nor any officer or director or committee member, employee, agent, contractor (including the management company, if any) of any of them shall be liable to any Member or any occupant or their agents, servants, contractors or lessees for any injury or damage sustained in the Area of Common Responsibility, the Common Area or other area maintained by the Association, or for any injury or damage caused by the negligence or misconduct of any Members, occupants or any of their agents, servants, contractors or lessees, whether such loss occurs in the Common Area or in individual Units.

Each Owner, by virtue of the acceptance of title to his or her Unit, and each other Person having an interest in or right to use any portion of the Properties, by virtue of accepting such interest or right to use, shall be bound by this Section and shall be deemed to have automatically waived any and all rights, claims, demands, and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed under this Section.

ARTICLE VII: ANNEXATION AND WITHDRAWAL OF PROPERTY

7.1 Annexation Without Approval of Membership. Until all property described on Exhibit "B" has been subjected to this Declaration or 30 years after the recording of this Declaration in the Public Records, whichever is earlier, Declarant may from time to time unilaterally subject to the provisions of this Declaration all or any portion of the real property described in Exhibit "B." The Declarant may transfer or assign this right to annex property, provided that the transferee or assignee is the developer of at least a portion of the real property described in Exhibits "A" or "B" and that such transfer is memorialized in a written, recorded instrument executed by Declarant.

Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property being annexed. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

Nothing in this Declaration shall be construed to require the Declarant or any successor to annex or develop any of the property set forth in Exhibit "B" in any manner whatsoever.

7.2 Annexation With Approval of Membership. The Association may annex any real property to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of Members representing a majority of the Class "A" votes of the Association represented at a meeting duly called for such purpose, and the consent of the Declarant so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 7.1.

Such annexation shall be accomplished by filing a Supplemental Declaration describing the property being annexed in the Public Records. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the annexed property, and by the Declarant, if the Declarant's consent is required. Any such annexation shall be effective upon filing unless otherwise provided therein.

7.3 Withdrawal of Property. The Declarant reserves the right to amend this Declaration so long as it has a right to annex additional property pursuant to Section 7.1, for the purpose of removing any portion of the Properties from the coverage of this Declaration, provided such withdrawal is not contrary to the overall, uniform scheme of development for the Properties. Such amendment shall not require the consent of any Person other than the Owner of the property to be withdrawn, if not the Declarant. If the property is Common Area, the Association shall consent to such withdrawal.

7.4 Additional Covenants and Easements. The Declarant may unilaterally subject any portion of the Properties to additional covenants and easements, including without obligation, covenants obligating the Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association through General Assessments or as a Specific Assessment with respect to any Exclusive Common Area. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrently with or after the annexation of the subject property, and shall require the written consent of the owner(s) of the property affected by such additional covenants or easements, if other than the Declarant. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property for such purposes as deemed appropriate in the Declarant's sole discretion, including but not limited to, modifications to reflect the different character and intended use of such property.

7.5 Amendment. This Article shall not be amended without the prior written consent of Declarant so long as the Declarant owns any property described in Exhibit "A" or "B" or has the right to annex property pursuant to Section 7.1.

ARTICLE VIII: ASSESSMENTS

8.1 Creation of Assessments. There are hereby created assessments for Association expenses as the Board may specifically authorize from time to time. There shall be three types of assessments: (a) General Assessments to fund Common Expenses for the general benefit of all Units; (b) Special Assessments as described in Section 8.6; and (c) Specific Assessments as described in Section 8.7. Each Owner, by accepting a deed or entering into a contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments.

All assessments, together with interest at a rate to be set by the Board, (subject to the maximum interest rate limitations of South Carolina law), late charges in such amount as the Board may establish by resolution, costs, and reasonable attorneys' fees, shall be a charge and continuing lien upon each Unit against which the assessment is made until paid, as more particularly provided in Section 8.8. Each such assessment, together with interest, late charges, costs, and reasonable attorneys' fees, also shall be the

personal obligation of the Person who was the Owner of such Unit at the time the assessment arose. Upon a transfer of title to a Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no first Mortgagee who obtains title to a Unit by exercising the remedies provided in its Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a written statement or estoppel signed by an Association officer or designee setting forth whether such assessment has been paid. Such statement or estoppel shall be conclusive evidence of payment. The Association may require the advance payment (as a Specific Assessment) of a reasonable processing fee for the cost of responding to and issuing the statement or estoppel.

Assessments shall be paid in such manner and on such dates as the Board may establish, which may include discounts for early payment or similar time/price differentials. The Board may require advance payment of assessments at closing of the transfer of title to a Unit and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the General Assessments shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Unit, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately.

No Owner may exempt himself from liability for assessments by non-use of Common Area, including Exclusive Common Area reserved for such Owner's use, abandonment of his Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or a combination of services and materials with the Declarant or other entities for payment of Common Expenses.

8.2 Declarant's Obligation for Assessments. So long as the Declarant has the right unilaterally to annex additional property pursuant to Section 7.1, Declarant may annually elect either to pay regular assessments on all of its unsold Units or to pay the difference between the amount of assessments levied on all other Units subject to assessment and the amount of actual expenditures by the Association during the fiscal year. Unless the Declarant otherwise notifies the Board in writing at least 60 days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. The Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After termination of the Class "B" Control Period, the Declarant shall pay assessments on its unsold Units in the same manner as any other Owner.

8.3 Computation of General Assessment. At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses during the coming year, including a capital contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 8.5.

General Assessments shall be levied equally against all Units and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including reserves. In determining the level of General Assessments, the Board, in its discretion, may consider other sources of funds available to the Association, including any surplus from

prior years and any assessment income expected to be generated from any additional Units reasonably anticipated to become subject to assessment during the fiscal year, and any income or expense expected to be generated from any Covenant to Share Costs.

So long as the Declarant has the right unilaterally to annex additional property pursuant to Section 7.1, the Declarant may, but shall not be obligated to, reduce the General Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 8.2), which may be treated as either a contribution or an advance against future assessments due from the Declarant, or a loan, in the Declarant's discretion. Any such subsidy shall be conspicuously disclosed as a line item in the Common Expense budget and the treatment of such subsidy shall be made known to the membership. The payment of such subsidy in any year shall under no circumstances obligate the Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Declarant.

The Board shall send a copy of the budget and notice of the amount of the General Assessment for the following year to each Owner at least 30 days prior to the beginning of the fiscal year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting by Members representing at least 67% of the total Class "A" votes in the Association, and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in Section 2.4 of the By-Laws, which petition must be presented to the Board within 10 days after the date of the notice of assessments. If a meeting is requested, assessments pursuant to such proposed budget shall not become effective until after such meeting is held, provided such assessments shall be retroactive to the original effective date of the budget if the budget is not disapproved at such meeting.

If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. The Board shall send a copy of the revised budget to each Owner at least 30 days prior to its becoming effective. The revised budget shall become effective unless disapproved in accordance with the above procedure.

8.4 Intentionally Omitted.

8.5 Reserve Budget and Capital Contribution. The Board shall annually prepare a reserve budget for the Common Areas (including any Exclusive Common Areas) which take into account the number and nature of replaceable assets within the Area of Common Responsibility, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual General Assessments and Specific Assessments for Exclusive Common Areas, if any, as appropriate over the budget period.

8.6 Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses, or against specific Units authorized to use a specific Exclusive Common Area for which the unbudgeted expense is applicable.

Special Assessments shall become effective unless disapproved at a meeting by Members representing at least 67% of the total Class "A" votes in the Association which will be subject to the Special Assessment. There shall be no obligation to call a meeting for the purpose of considering any Special Assessment except on petition of the Members as provided for special meetings in Section 2.4 of the By-Laws, which petition must be presented to the Board within 10 days after delivery of the notice of

assessments. Any Special Assessment shall also require the written consent of the Class "B" Member, if such exists.

Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.7 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Unit or Units as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Unit(s) or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners and occupants (which might include, without limitation, landscape maintenance, janitorial service, pest control, etc.), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner;

(b) to cover costs of providing, insuring, maintaining and operating Exclusive Common Areas for the benefit of the Owners and occupants of Units which assessment shall become effective unless disapproved at a meeting by Owners representing at least 67% of the total number of Class "A" votes to which the Exclusive Common Area is assigned. There shall be no obligation to call a meeting for the purpose of considering any Specific Assessment under this subsection (b) except on petition of the Owners benefitted by such Exclusive Common Area as provided for special meetings in Section 2.4 of the By-Laws, which petition must be presented to the Board within 10 days after delivery of the notice of assessments. Any Specific Assessment under this subsection (b) shall also require the written consent of the Class "B" Member, if such exists. Specific Assessments under this subsection (b) shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Specific Assessment is approved; and

(c) to cover costs incurred in bringing the Unit(s) into compliance with the terms of this Declaration, any applicable Supplemental Declaration, the By-Laws or the Use Restrictions and Rules, or costs incurred as a consequence of the conduct of the Owner or occupants of the Unit, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Unit Owner prior written notice and an opportunity for a hearing, in accordance with the By-Laws, before levying any Specific Assessment under this subsection (c).

8.8 Lien for Assessments. The Association shall have a lien against each Unit to secure payment of delinquent assessments, as well as interest, late charges (subject to the limitations of South Carolina law), and costs of collection (including attorneys' fees). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any recorded Mortgage made in good faith for value. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure.

The Association may bid for the Unit, at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit. While a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such unit had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. However, the sale or transfer of any Unit pursuant to foreclosure of

any recorded Mortgage made in good faith and value shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A Mortgagee or other purchaser of a Unit who obtains title pursuant to foreclosure of a Mortgage as described herein shall not be personally liable for assessments on such Unit due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Units subject to assessment under Section 8.9, including such acquirer, its heirs, successors and assigns.

8.9 Date of Commencement of Assessments. The obligation to pay assessments shall commence as to each Unit on the first day of the month following the month in which the Board first determines a budget and levies assessments pursuant to this Article. The first annual General Assessment, if any, levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit.

8.10 Failure to Assess. Failure of the Board to establish assessment amounts or rates or to deliver by U.S. Mail or email each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay General Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

8.11 Exempt Property. The following property shall be exempt from payment of General Assessments and Special Assessments:

(a) All Common Area and such portions of the property owned by the Declarant as are included in the Area of Common Responsibility pursuant to Section 5.1; and

(b) Any property dedicated to and accepted by any governmental authority or public utility.

8.12 Capitalization of Association. Upon acquisition of record title to a Unit by the first Owner thereof other than the Declarant or a Builder, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-sixth of the annual General Assessment per Unit for that year. This amount shall be in addition to, not in lieu of, the annual General Assessment and shall not be considered an advance payment of such assessment. This amount shall be collected and disbursed to the Association at closing of the purchase and sale of the Unit for use in covering operating expenses and other expenses incurred by the Association pursuant to this Declaration and the By-Laws.

8.13 Community Enhancement Fee.

(a) Except for the "Excluded Transactions" (as defined below), upon the sale or transfer of title to any Unit, or any portion thereof, a community enhancement fee (the "Community Enhancement Fee") shall be due and payable at the time of closing for such sale or transfer. The Community Enhancement Fee shall be collected from the Purchaser of each Unit.

For all Units located in Fitiwan Park (as identified on Exhibit "F" attached hereto) and Codner's Ferry (as identified on Exhibit "F" attached hereto), the Community Enhancement Fee shall be equal to one-quarter of one percent (0.25%) of the total purchase price of such Unit, or portion thereof, and shall be paid to Daniel Island Community Fund, Inc., a South Carolina tax-exempt community service organization ("DICF"). For all Units in all other portions of Daniel Island Residential Zone, the Community Enhancement Fee shall be equal to one-half of one percent (0.5%) of the total purchase price of such Unit, or portion thereof, and shall be paid to DICF. Any Community Enhancement Fees paid to DICF may be used by DICF in its sole discretion in accordance with its articles

of incorporation and by-laws. DICF may require the purchasing and/or selling Owner to provide reasonable written proof of the applicable sales price, such as executed closing statements, contracts of sale, copies of deeds, the affidavit of consideration or other such evidence as is acceptable to DICF. Declarant and the Association hereby grant DICF a power-of-attorney, coupled with an interest, so as to provide DICF with the right, at no expense to Declarant or the Association, to collect the Community Enhancement Fee and enforce the provisions of this Section 8.13 against the Owner of the Unit, including, but not limited to, the right to seek collection of the Community Enhancement Fee and other sums payable pursuant to this Section 8.13 as well as the right to assess a Specific Assessment (as provided in Article VIII) against the Owner's Unit or portion thereof. In addition, DICF may collect its reasonable attorneys' fees and court costs in enforcing the provisions of this Section 8.13.

(b) There shall be a maximum Community Enhancement Fee for each year. The maximum Community Enhancement Fee for the fiscal year 2005 shall be five thousand dollars (\$5,000.00). The maximum Community Enhancement Fee shall automatically increase for each subsequent fiscal year by three percent (3%) over the maximum Community Enhancement Fee of the immediately preceding fiscal year.

(c) The purchaser or transferee of a Unit, or any portion thereof, shall be responsible for the payment of the Community Enhancement Fee at closing and the closing attorney shall be responsible for delivery of the Community Enhancement Fee to DICF as provided above. In the event that the Community Enhancement Fee is not paid at closing, the amount due shall be collectible by the Association on behalf of DICF as an assessment as set forth in this Article VIII, shall bear interest, and shall constitute a lien against the Unit.

(d) Notwithstanding the foregoing, the Community Enhancement Fee shall not be due and payable for the following transactions (collectively, the "Excluded Transactions"):

- (i) The first sale of any Unit, or portion thereof, by Declarant to an Owner;
- (ii) The first sale of any Unit, or portion thereof, by a Builder to an Owner;
- (iii) The transfer of a Unit, or portion thereof, to the spouse of an Owner or to a direct linear descendant of the Owner;
- (iv) The transfer of a Unit, or portion thereof, to a trust whose beneficiaries are solely the spouse and direct linear descendants of the Owner;
- (v) The transfer of a Unit, or portion thereof, to an entity in which the Owner owns, directly or indirectly, not less than 51% of the ownership interests in such entity;
- (vi) The transfer of a Unit, or portion thereof, to an entity that owns, directly or indirectly, not less than 51% of the ownership interests in Owner;
- (vii) A Mortgagee acquiring title to a Unit or portion thereof, pursuant to a foreclosure action;
- (viii) A Mortgagee acquiring title to a Unit or portion thereof, pursuant to a conveyance in lieu of foreclosure;
- (ix) Any transfer which the Declarant, in its sole discretion, waives in writing the Community Enhancement Fee; or
- (x) Any transfer of a Unit located in any portion of Daniel Island Residential Zone which DICF, in its sole discretion, waives in writing the Community Enhancement Fee.

Except for the Excluded Transactions permitted under subparagraphs (i) and (ii) above (for which no notice shall be required), the transferring Owner shall give DICF at least thirty (30) days prior written notice of any transfer which is an Excluded Transaction with sufficient documentation to establish that the transfer is an Excluded Transaction.

It is hereby acknowledged that, in the event a transfer of a Unit, or portion thereof, is deemed in that particular instance to be an "Excluded Transaction", the subsequent transfer of that Unit, or portion thereof, shall again be subject to the Community Enhancement Fee unless such subsequent transfer independently qualifies as a separate Excluded Transaction in accordance with this Section 8.13.

(e) This Section 8.13 shall inure to the benefit of DICF and its successors and assigns and shall not be amended by the Association without the prior written consent of DICF, which may be given or withheld in DICF's sole discretion. In addition, for a period of fifty (50) years following the termination of the Class "B" Control Period, this Section shall not be deleted, amended or modified without the prior written consent of the Declarant (including its successors, successors-in-title, and assigns), which may be given or withheld in the Declarant's sole discretion.

ARTICLE IX: ARCHITECTURAL STANDARDS

9.1 General. No structure shall be placed, erected, or installed upon any Unit or adjacent to any Unit where the purpose of the structure is to service such Unit, and no improvements (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials) shall take place except in compliance with this Article, and approval of the appropriate committee under Section 9.2, unless exempted from the application and approval requirements pursuant to Section 9.3.

Any Owner may remodel, paint or redecorate the interior of structures on his Unit without approval. However, modifications to the interior of screened porches, patios, and similar portions of a Unit visible from outside the structures on the Unit shall be subject to approval, and interior furnishings, decorations and maintenance of model houses owned by Builders shall also be subject to approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

All dwellings constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect or other qualified building designer.

This Article shall not apply to the activities of the Declarant, to any improvements to the Common Area by or on behalf of the Association, or to any improvements to any Private Amenity.

This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

9.2 Architectural Review. Responsibility for administration of the Design Guidelines and review of all applications for construction and modifications under this Article shall be handled by the Architectural Review Board ("ARB") and the Modification Committee (as discussed below). The members of the ARB and the Modification Committee need not be Members of the Association or representatives of Members. The majority of Persons serving on the ARB and the Modification Committee shall be architects, landscape architects, engineers or similar professionals. The compensation, if any, of any Person serving on the ARB and Modification Committee shall be established from time to time by the ARB with the approval of the Board. The ARB and the Modification Committee may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in

having any application reviewed by architects, engineers, or other professionals. In addition, the ARB and the Modification Committee may require the posting of deposits or bonds while construction is pending on any Unit to ensure completion of all work in compliance with plans approved by the ARB or the Modification Committee, as applicable, in conformance with all Design Guidelines, and without damage to the Properties. In addition, the Board may elect to retain the professional services of another Daniel Island association for the establishment and function of the ARB and Modification Committee.

(a) Architectural Review Board. The ARB shall consist of at least three, but not more than seven, persons and shall have exclusive jurisdiction over all original construction on any portion of the Properties. Until 100% of the Properties have been developed and conveyed to Owners other than Builders, the Declarant retains the right to appoint all members of the ARB who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board shall appoint the members of the ARB, who shall thereafter serve and may be removed in the Board's discretion.

(b) Modifications Committee. The Board of Directors may establish a Modifications Committee ("MC") to consist of at least three and no more than seven persons, all of whom shall be appointed by and shall serve at the discretion of the Board. If established, the MC shall have jurisdiction over modifications, additions, or alterations made on or to existing structures on Units or containing Units and the adjacent open space. The ARB shall have the right to veto any action taken by the MC which the ARB determines, in its sole discretion, to be inconsistent with the guidelines promulgated by the ARB. At any time following the expiration of the Declarant's right to appoint the members of the ARB, the Board may elect to eliminate the MC and have its duties assumed by the ARB.

9.3 Guidelines and Procedures.

(a) Design Guidelines. The Declarant shall prepare the initial Design Guidelines for the Properties. The Design Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary according to land use and from one portion of the Properties to another depending upon the location, unique characteristics, and intended use. The Design Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the committees in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the committees and compliance with the Design Guidelines does not guarantee approval of any application.

The ARB shall adopt such Design Guidelines at its initial organizational meeting and thereafter shall have sole and full authority to amend them. Any amendments to the Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines; the ARB is expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines less restrictive.

The ARB shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Properties. In the Declarant's discretion, such Design Guidelines may be recorded in the Public Records, in which event the recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

The MC may promulgate detailed procedures and standards governing its area of responsibility, consistent with those set forth in the Design Guidelines and subject to review and approval or disapproval

by the ARB. Any architectural guidelines and standards adopted by the MC may be more restrictive than the Design Guidelines, but under no circumstances shall they be inconsistent with the Design Guidelines.

(b) Procedures. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the appropriate committee for review and approval (or disapproval). In addition, information concerning irrigation systems, drainage, lighting, grading, landscaping and other features of proposed construction for the Unit and the area in front of the Unit in the right-of-way between the curb and sidewalk shall be submitted as applicable. In reviewing each submission, the committees may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other things.

Each application to the ARB shall be deemed to contain a representation and warranty by the Owner that use of the plans submitted does not violate any copyright associated with the plans. Neither the submission of the plans to the ARB, nor the distribution and review of the plans by the ARB shall be construed as publication in violation of the designer's copyright, if any. Each Owner submitting plans to the ARB shall hold the members of the ARB, the Association and the Declarant harmless and shall indemnify said parties against any and all damages, liabilities, and expenses incurred in connection with the review process of this Declaration.

In reviewing and acting upon any request for approval, the ARB shall be acting solely in Declarant's interest and shall owe no duty to any other Person. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary as committee members change over time.

In the event that the ARB or MC fails to approve or to disapprove any application within 30 days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the ARB pursuant to Section 9.5.

Notwithstanding the above, the ARB by resolution may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

9.4 No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

9.5 Variance. The ARB may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the ARB from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

9.6 Limitation of Liability. The standards and procedures established pursuant to this Article are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of the Properties only, and shall not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and neither the Declarant the

Association, the Board, the ARB nor the MC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, the adequacy of soils or drainage, nor for ensuring compliance with building codes and other governmental requirements. The Declarant, the Association, the Board, the ARB or MC, or any committee, and all members of any of the foregoing shall not be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Unit. In all matters, the committees and their members shall be defended and indemnified by the Association as provided in Section 4.6.

9.7 Enforcement. The Declarant, any member of the ARB, the MC or the Board, or the representatives of each shall have the right, during reasonable hours and after reasonable notice, to enter upon any Unit to inspect for the purpose of ascertaining whether any structure or improvement is in violation of this Article. Any structure or improvement or landscaping placed or made in violation of this Article shall be deemed to be nonconforming. Upon written notice from the ARB, the MC, Board or the Declarant, Owners shall, at their own cost and expense, cure any violation or nonconformance or remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to cure or remove and restore the property as required, any authorized agent of the Declarant, the ARB, MC, or the Board shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. Entry for such purpose and in compliance with this Section shall not constitute a trespass. In addition, the Board may enforce the decisions of the Declarant, the ARB and the MC by any means of enforcement described in Section 4.3. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefitted Unit and collected as a Specific Assessment.

Unless otherwise specified in writing by the committee granting approval, all approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Unit, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Unit and an opportunity to be heard in accordance with the By-Laws, to enter upon the Unit and remove or complete any incomplete work and to assess all costs incurred against the Unit and the Owner thereof as a Specific Assessment.

Neither the ARB, MC or any member of the foregoing nor the Association, the Declarant, or their members, officers or directors shall be held liable to any Person for exercising the rights granted by this Article. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines may be excluded by the ARB from the Properties, subject to the notice and hearing procedures contained in the By-Laws.

In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARB and MC.

9.8 Construction Period. The Declarant may, in the deed of conveyance for a Unit or by Supplemental Declaration, require that an Owner commence construction on a Unit within a stated period after the conveyance of the Unit to such Owner. Regardless of whether a building requirement is imposed, if the Owner does not commence construction of a dwelling within three (3) years after the date on which the Unit is first conveyed to a Person other than the Declarant, the Owner shall proceed to landscape the Unit in accordance with the landscaping requirements of the Design Guidelines, the Zoning Ordinance, and the Community Wide-Standard. The time period to proceed with landscaping with respect to each Unit is a fixed period that is binding upon each subsequent transferee from Owner. Such period shall not restart upon any subsequent transfer.

9.9 Stop Orders. During special events, including but not limited to, educational, cultural, entertainment, promotional, charitable, sporting and other similar events, held, hosted or otherwise conducted within the Daniel Island community, including but not limited to the Properties, the ARB may, and upon request of the Declarant shall, issue "stop work" orders. "Stop work" orders may prohibit the commencement of or suspend the work on any architectural change, construction, addition, alteration, change, maintenance, repair, reconstruction or other work that is visible or audible from outside a Unit or that may cause an increase in traffic flow, from being performed by an Owner or Builder within the Properties. Any stop work order shall be set forth in writing, shall identify the Unit or Units subject to the stop work order (if not applicable to all of the Properties), shall set forth the scope of the prohibited and suspended activities and shall specify the start and stop dates for such stop work order, which period of time shall not exceed seven (7) consecutive days.

ARTICLE X: USE RESTRICTIONS AND RULES

10.1 Plan of Development; Applicability; Effect. Declarant has established a general plan of development for the Properties as a master planned community in order to enhance all Owners' quality of life and collective interests, the aesthetics and environment within the Properties, and the vitality of and sense of community within the Properties, all subject to the Board's and the Members' ability to respond to changes in circumstances, conditions, needs, and desires within the master planned community and to regulate and control the Area of Common Responsibility. The Properties are subject to the Master Plan, the Design Guidelines, the land development, architectural, and design provisions described in Article IX, the other provisions of this Declaration governing individual conduct and uses of and actions upon the Properties, any applicable Supplemental Declaration, and the Use Restrictions and Rules promulgated pursuant to this Declaration, all of which establish affirmative and negative covenants, easements, and restrictions on the Properties, and which are enforceable by the Association as set forth in this Declaration.

The Properties shall be used only for such purposes permitted within the Daniel Island Residential Zone, as described in the Master Plan, and consistent with this Declaration and any Supplemental Declaration. As set forth in Article XIII, Declarant retains the right, in its discretion, as long as it owns any property described in Exhibit "A" or "B," or has the right to annex property pursuant to Section 7.1, to limit the uses permitted for any Unit or group of Units to one or more of the uses permitted within the Daniel Island Residential Zone, as described in the Master Plan. Such permitted use designation may be amended only as provided in Article XIII.

All provisions of this Declaration and any Use Restrictions and Rules shall apply to all Owners, occupants, tenants, guests and invitees of any Unit. Regardless of the terms stated in any lease of a Unit, the leases and all occupants of the leased Unit shall be bound by the terms of this Declaration, the By-Laws, and the Use Restrictions and Rules of the Association.

10.2 Authority to Promulgate Use Restrictions and Rules. The Use Restrictions and Rules applicable to all of the Properties are attached as Exhibit "C" to this Declaration. Subject to the terms of this Article, the initial Use Restrictions and Rules may be modified in whole or in part, repealed or expanded as follows:

(a) Subject to the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may adopt rules which modify, cancel, limit, create exceptions to, or expand the initial Use Restrictions and Rules. The Board shall send notice by U.S. mail or email to all Owners concerning any such proposed action at least five business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Such action shall become effective unless disapproved at a meeting by Members representing at least 51% of the total Class "A" votes in the Association; provided however, no action made after termination of the Class "B" Control Period shall be effective without prior notice to and the written approval of Declarant so long as the Declarant owns any portion of the Properties primarily for development and sale. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon petition of the Members as required for special meetings in the By-Laws. If the Members request a meeting to consider disapproval of a Board adopted rule prior to the effective date of such rule, the rule may not become effective until after such meeting is held.

(b) Alternatively, the Members, at a meeting duly called for such purpose as provided in the By-Laws, may adopt rules which modify, cancel, limit, create exceptions to, or expand the use restrictions and rules by a vote of Members representing 51% of the total Class "A" votes in the Association and the approval of the Class "B" Member, if any.

(c) At least 30 days prior to the effective date of any action taken under subsections (a) or (b) of this Section, the Board shall send a copy of the rule to each Owner. The Association shall provide, without cost, a copy of the Use Restrictions and Rules then in effect to any requesting Member or Mortgagee.

(d) Nothing in this Article shall authorize the Board or the Members to modify, repeal or expand the Design Guidelines. In the event of a conflict between the Design Guidelines and the Use Restrictions and Rules, the Design Guidelines shall control.

10.3 Owners' Acknowledgment and Notice to Purchasers. All Owners and occupants of Units and purchasers are given notice that use of the Units is limited by the Use Restrictions and Rules as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed or entering into a contract for the purchase of a Unit, acknowledges and agrees that the use and enjoyment and marketability of his or her Unit can be affected and that the Use Restrictions and Rules, including these attached as Exhibit "C," may change from time to time.

10.4 Rights of Owners. Except as may be specifically set forth in this Declaration (either initially or by amendment) or in Exhibit "C," neither the Board nor the Members may adopt any rule in violation of the following provisions:

(a) Equal Treatment. Similarly situated Owners and occupants shall be treated similarly.

(a) Speech. The rights of Owners and occupants to engage in political speech in or on their Units shall not be abridged, except that the Association may adopt time, place, and manner restrictions.

(b) Religious and Holiday Displays. The rights of Owners to display religious and holiday symbols, and decorations on the exterior portions of their Units of the kinds normally displayed in residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt time, place, and manner restrictions on such displays. All religious and holiday symbols and decorations must be removed within 30 days following the occurrence of the applicable holiday.

(c) Household Composition. No rule shall interfere with the freedom of occupants of Units to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total number of occupants permitted in each Unit on the basis of the size and facilities of the Unit and its fair use of the Common Area.

(d) Activities Within Dwellings. No rule shall interfere with the activities carried on within the confines of dwellings, except that the Association may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Units, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance.

(e) Alienation. No rule shall prohibit leasing or transfer of any Unit, or require consent of the Association or Board for leasing or transfer of any Unit. The Association may require that Owners use lease forms approved by the Association, but shall not impose any fee on the lease or transfer of any Unit greater than an amount reasonably based on the costs to the Association of administering that lease or transfer.

(f) Reasonable Rights to Develop. No rule or action by the Association or Board shall unreasonably impede the Declarant's right to develop the Properties.

(g) Abridging Existing Rights. If any rule would otherwise require Owners or occupants of Units to dispose of personal property which they maintained in or on the Unit prior to the effective date of such rule, or to vacate a Unit in which they resided prior to the effective date of such rule, and such property was maintained or such occupancy was in compliance with this Declaration and all rules previously in force, such rule shall not apply to any such Owners without their written consent unless the rule was in effect at the time such Owners or occupants acquired their interest in the Unit.

The limitations in this Section 10.4 shall apply to Use Restrictions and Rules only; they shall not apply to amendments to this Declaration adopted in accordance with Section 16.2 nor to Supplemental Declarations.

ARTICLE XI: EASEMENTS

11.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Area and between adjacent Units or any Unit and any Private Amenity due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

11.2 Easements for Utilities, Etc.

(a) There are hereby reserved to the Declarant, so long as the Declarant owns any property described on Exhibit "A" or "B" of this Declaration, or has the right to annex property pursuant to Section 7.1, the Association, and the designees of each (which may include, without limitation, any governmental or quasi-governmental entity and any utility company) perpetual non-exclusive easements upon, across, over, and under all of the Properties (but not through a structure) to the extent reasonably necessary for the purpose of installing, constructing, monitoring, replacing, repairing, maintaining and operating cable television systems, master television antenna systems, and other devices for sending or receiving data and/or other electronic signals; security and similar systems; roads, walkways, pathways and trails; lakes, ponds, wetlands, and drainage systems; street lights and signage; and all utilities, including, but not limited to, water, sewers, telephone, gas, and electricity, and utility meters; and for the purpose of installing any of the foregoing on property which the Declarant or the Association owns or within easements designated for such purposes on recorded plats of the Properties.

Declarant specifically grants to the local water supplier, electric company, telephone company, and natural gas supplier easements across the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining utility lines, meters and boxes, as applicable.

(b) There is hereby reserved to the Declarant, so long as the Declarant owns any property described on Exhibit "A" or "B" of this Declaration, or has the right to annex property pursuant to Section 7.1, the non-exclusive right and power to grant such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property described on Exhibits "A" or "B."

(c) Any damage to a Unit resulting from the exercise of the easements described in subsections (a) and (b) of this Section shall promptly be repaired by, and at the expense of, the Person exercising the easement. Nothing contained herein shall obligate the Declarant, the Association or the Board to pursue legal recourse against any Person damaging a Unit or any portion thereof as a result of the exercise of this easement. The exercise of these easements shall not extend to permitting entry into the structures on any Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

(d) Declarant reserves unto itself the right, in the exercise of its sole discretion, upon the request of any Person holding, or intending to hold, an interest in the Properties, or at any other time, (i) to release all or any portion of the Properties from the burden, effect, and encumbrance of any of the easements granted or reserved under this Section, or (ii) to define the limits of any such easements.

11.3 Easement for Slope Control, Drainage and Waterway Maintenance. The Declarant, for itself and the Association, and their respective representatives, successors and assigns, contractors and agents, hereby establishes and reserves a permanent and perpetual non-exclusive easement appurtenant over, across, under, through and upon each Unit for the purposes of:

(a) controlling soil erosion, including grading and planting with vegetation any areas of any Unit which are or may be subject to soil erosion;

(b) drainage of natural or man-made water flow and water areas from any portion of the Properties;

(c) changing, modifying or altering the natural flow of water, water courses or waterways on or adjacent to any Unit or Common Area;

(d) dredging, enlarging, reducing or maintaining any water areas or waterways within the Properties; and

(e) installing such pipes, lines, conduits or other equipment as may be necessary for slope control, drainage and waterway maintenance of any portion of the Properties.

11.4 Easements to Serve Additional Property. The Declarant hereby reserves for itself and its duly authorized agents, representatives, and employees, successors, assigns, licensees, and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of the property described in Exhibit "B," whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of such property. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof benefitting from such easement is not made subject to this Declaration, the Declarant, its successors or

assigns shall enter into a reasonable agreement with the Association to share the cost of any maintenance which the Association provides to or along any roadway providing access to such Property.

11.5 Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons, to perform maintenance pursuant to Article V hereof, and to inspect for the purpose of ensuring compliance with this Declaration, any Supplemental Declaration, By-Laws, and the Use Restrictions and Rules. Such right may be exercised by any member of the Board, the Association's officers, agents, employees, and managers, the members of the Architectural Review Board and the Modifications Committee pursuant to Article IX, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any single family detached dwelling without permission of the Owner, except by emergency personnel acting in their official capacities. Entry under this Section shall not constitute a trespass.

11.6 Easements for Golf Course.

(a) In the event that a golf course is located within or adjacent to any portion of the Properties, then every Unit and Common Area are burdened with an easement permitting golf balls unintentionally to come upon such Unit, Common Area and Exclusive Common Area, and for golfers at reasonable times and in a reasonable manner to come upon the Common Area, Exclusive Common Area, or the exterior portions of a Unit to retrieve errant golf balls; provided, however, if any Unit is fenced or walled, the golfer shall seek the Owner's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement: the Declarant; the Association or its Members (in their capacity as such); Daniel Island Development Company, Inc., its successors, successors-in-title or assigns; any successor Declarant; the golf course owner and operator; any Builder or contractor (in their capacities as such); any officer, director or partner of any of the foregoing, or any officer or director of any partner.

(b) In the event that a golf course is located within or adjacent to any portion of the Properties, then the owner of such golf course, its agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Areas reasonably necessary to the operation, maintenance, repair and replacement of its golf course.

(c) Any portion of the Properties immediately adjacent to any golf course is hereby burdened with a non-exclusive easement in favor of the adjacent golf course for overspray of water from the irrigation system serving such golf course. Under no circumstances shall the Association or the owner of such golf course be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

(d) The owner of any golf course within or adjacent to any portion of the Properties, its successors and assigns, shall have a perpetual, exclusive easement of access over the Properties for the purpose of retrieving golf balls from bodies of water within the Common Areas and Exclusive Common Areas lying reasonably within a range of golf balls hit from its golf course.

11.7 Easements for Maintenance and Enforcement. Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, appurtenant rights and easements for the Association to enter all portions of the Properties, including each Unit, to (a) perform its maintenance responsibilities under Article 5, and (b) make inspections to ensure compliance with the Governing Documents. Except in emergencies, entry onto a Unit shall be only during reasonable hours. This easement shall be exercised

with a minimum of interference to the quiet enjoyment to Owners' property, and any damage shall be repaired by the Association at its expense. Entry under this Section shall not constitute a trespass.

The Association also may enter a Unit to abate or remove, using such measures as may be reasonably necessary, any structure, thing or condition which violates the Governing Documents. All costs incurred, including reasonable attorneys fees, may be assessed against the violator as a Specific Assessment.

11.8 Easements for Lake and Pond Maintenance and Flood Water. Declarant reserves, creates, establishes, promulgates and declares for itself and its successors, assigns, and designees and the Association the nonexclusive, perpetual, appurtenant right and easement, but not the obligation, to enter upon the lakes, ponds, streams, and wetlands located within the Area of Common Responsibility to (a) install, keep, maintain, and replace pumps and irrigation systems in order to provide water for the irrigation of any of the Area of Common Responsibility or any Private Amenity; (b) draw water from such sources for purposes of irrigation; (c) construct, maintain, and repair any bulkhead, wall, dam, or other structure retaining water; and (d) remove trash and other debris therefrom and fulfill maintenance responsibilities as provided in this Declaration. The Declarant, the Association, and their designees shall have an access easement over and across any of the Properties abutting or containing any portion of any lake, pond, stream, or wetland to the extent reasonably necessary to exercise their rights under this Section.

Declarant further reserves, creates, establishes, promulgates and declares for itself and its successors, assigns and designees, and the Association the non-exclusive, perpetual, appurtenant right and easement of access and encroachment over the Common Area and Units (but not the dwellings thereon) adjacent to or within fifty (50) feet of lake beds, ponds, streams and wetlands in order to (a) temporarily flood and back water upon and maintain water over such portions of the Properties; (b) fill, drain, dredge, deepen, clean, fertilize, dye, and generally maintain the lakes, ponds, streams, and wetlands within the Area of Common Responsibility; (c) maintain and landscape the slopes and banks pertaining to such lakes, ponds, streams, and wetlands; (d) disturb existing landscaping; and (e) pile dirt and plant materials. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from the intentional exercise of such easements. All affected areas shall be restored to a neat and attractive condition to the extent practical, as soon as reasonably possible after completion of any construction or maintenance activities authorized in this Declaration. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to heavy rainfall or other natural disasters.

Declarant reserves unto itself the right, in the exercise of its sole discretion, upon the request of any Person holding, or intending to hold, an interest in the Properties, or at any other time, (a) to release all or any portion of the Properties from the burden, effect, and encumbrance of any of the easements granted or reserved under this Section, or (b) to define the limits of any such easements

11.9 Lateral Support. Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, reciprocal, appurtenant easements over every portion of the Common Area, every Unit, and any improvement which contributes to the lateral support of another portion of the Common Area, of another Unit, or of a Private Amenity shall be burdened with an easement for lateral support, and each shall also have the right to lateral support which shall be appurtenant to and pass with title to such property.

11.10 Easement for Special Events. Declarant reserves, creates, establishes, promulgates and declares for itself, its successors, assigns and designees a perpetual, non-exclusive appurtenant easement over the Common Area for the purpose of conducting or allowing its designees to conduct educational, cultural, entertainment, promotional or sporting events, and other activities of general community interest at such locations and times as Declarant, in its sole discretion, deems appropriate. Each Owner, by

accepting a deed or other instrument conveying any interest in a Unit, acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and the occupants of its Unit to take no action, legal or otherwise, which would interfere with the exercise of such easement or to recover damages for or as the result of any such activities.

11.11 Rights to Stormwater Runoff, Effluent and Water Reclamation. Declarant hereby reserves for itself and its designees, including but not limited to the owner of any Private Amenity, all rights to ground water, surface water, storm water runoff, and effluent located or produced within the Properties, and each Owner agrees, by acceptance of a deed to a Unit, that Declarant shall retain all such rights. Such right shall include an easement over the Properties for access, and for installation and maintenance of facilities and equipment to capture and transport such water, runoff and effluent.

11.12 Liability for Use of Easements. No Owner shall have a claim or cause of action against the Declarant, its successors or assigns, including without limitation the owner(s) of any Private Amenities, arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any subdivision plat for the Properties, except in cases of willful or wanton misconduct.

ARTICLE XII: MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Units in the Properties. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

12.1 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Unit to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Declaration or By-Laws relating to such Unit or the Owner or Occupant which is not cured within 60 days;

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

12.2 No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

12.3 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

12.4 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

12.5 Construction of Article XII. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or South Carolina law for any of the acts set out in this Article.

12.6 HUD/VA Approval. As long as there is a Class "B" membership, the following actions shall require the prior approval of the U.S. Department of Housing and Urban Development or the U.S. Department of Veterans Affairs, if either such agency is insuring or guaranteeing the mortgage on any Unit: merger, consolidation or dissolution of the Association; annexation of additional property other than that described on Exhibit "B;" dedication, conveyance or mortgaging of Common Area; or material amendment of this Declaration.

ARTICLE XIII: DECLARANT'S RIGHTS

Any or all of the special rights and obligations of the Declarant set forth in the Governing Documents may be transferred in whole or in part to the Association or to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the By-Laws. Upon any such transfer, the Declarant shall be automatically released from any and all liability arising with respect to such transferred rights and obligations. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records.

The Declarant, Builders and others authorized by Declarant may maintain and carry on upon portions of the Properties such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Units, including, but not limited to, business offices, signs, model units, and sales offices. The Declarant and authorized Builders shall have easements for access to and use of such facilities.

The Declarant and its employees, agents and designees shall also have a right and easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium, easements, or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records. No such instrument recorded by any Person, other than the Declarant pursuant to Section 7.4, may conflict with the Declaration, By-Laws, or Articles.

Notwithstanding any contrary provision of this Declaration, no amendment to or modification of any Design Guidelines made after termination of the Class "B" Control Period shall be effective without prior notice to and the written approval of Declarant so long as the Declarant owns any portion of the Properties primarily for development and sale.

The Declarant, acting in its sole and absolute discretion, retains the right, but not the obligation, as long as it owns any property described in Exhibit "A" or "B," or has the right to annex property pursuant to Section 7.1, to limit the use of any portion of the Properties, including any one Unit or group of Units, to one or more, but less than all, of the permitted uses within the Daniel Island Residential Zone.

By way of example, the Declarant may limit the use of certain Units to single family detached residential use. In the alternative, the use of a Unit or group of Units may be limited to a nonresidential use permitted under the Master Plan.

Such limitations on the use of a particular Unit or group of Units shall be set forth in Exhibit "A" to this Declaration or in a Supplemental Declaration filed in the Public Records either concurrent with or after the annexation of the subject property in accordance with Article VII, and shall require the written consent of the owner(s) of such property, if other than the Declarant. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

The limitations on use imposed by the Declarant may not be changed without the written consent of the Declarant as long as the Declarant owns any property described on Exhibit "A" or "B" or has the right to annex property pursuant to Section 7.1. Thereafter, or at such time as the Declarant assigns its rights in this regard to the Association, any change in the limitations on use shall require the consent of the Board and the Owner(s) of the affected Unit or Units set forth in a written instrument recorded in the Public Records. The procedure for amending Use Restrictions and Rules set forth in Article X shall not apply to the amendment of permitted use designations established by Exhibit "A" to this Declaration or by a Supplemental Declaration.

The Declarant, acting in its sole and absolute discretion, retains the right, but not the obligation, to engage in wildlife and fishery management plans and practices on the Properties to the extent that such practices are permitted by applicable state and federal law. For the purpose of illustration and not limitation, this includes the right to manage and control any populations of white-tailed deer, feral hogs, raccoons, alligators and other wildlife through a variety of techniques, including organized hunting, shooting, trapping, relocating, sterilization, and habitat manipulation. Declarant may, in its sole discretion, commission environmental studies and reports relating to the Properties and the wildlife habitats located thereon, and may elect to follow or disregard any recommendations resulting from such studies. The Declarant may assign these management rights to the Association in which event the expenses of such activities shall be funded by General Assessments.

This Article may not be amended without the written consent of the Declarant. The rights contained in this Article shall terminate upon the earlier of (a) 40 years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

ARTICLE XIV: DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

14.1 Agreement to Avoid Litigation. The Declarant, the Association, its officers, directors, and committee members, all Persons subject to this Declaration, any Builder, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Properties, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances or disputes described in Sections 14.2 ("Claims") shall be resolved using the procedures set forth in Section 14.3 in lieu of filing suit in any court.

14.2 Claims. Unless specifically exempted below, all claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of the Governing Documents, or the rights, obligations and duties of any Bound Party under the Governing Documents or relating to the design or construction of improvements on the Properties shall be subject to the provisions of Section 14.3.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 14.3:

(a) any suit by the Association against any Bound Party to enforce the provisions of Article VIII (Assessments);

(b) any suit by the Association to obtain a temporary restraining order, or other mandatory or prohibitive equitable relief, and such other ancillary relief as permitted to enforce the provisions of Article IX (Architectural Standards) or Article X (Use Restrictions and Rules);

(c) any suit by an Owner to challenge the actions of the Declarant, the Association, the ARB, the MC, or any other committee with respect to the approval or disapproval of plans and specifications in accordance with Article IX (Architectural Standards);

(d) any suit by an Owner to challenge the enforcement or application of specific use restrictions promulgated in accordance with the procedures set forth in Article X (Use Restrictions);

(e) any suit in which any indispensable party is not a Bound Party; and

(f) any suit which otherwise would be barred by any applicable statute of limitations.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 14.3.

14.3 Mandatory Procedures.

(a) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and Respondent's role in the Claim;

(ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(iii) Claimant's proposed remedy; and

(iv) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation and Mediation.

(i) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation.

(ii) If the Parties do not resolve the Claim within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have 30 additional days to submit the Claim to mediation under the auspices of any Berkeley County, South Carolina dispute resolution center or such other independent agency providing similar services upon which the Parties mutually agree.

(iii) If Claimant does not submit the Claim to mediation within 30 days after Termination of Negotiations, or does not appear for the mediation, Claimant shall be deemed to have

waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

(iv) Any settlement of the Claim through mediation shall be documented in writing by the mediator. If the Parties do not settle the Claim within 30 days after submission of the matter to the mediation process, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

(v) Within five days after the Termination of Mediation, the Claimant shall make a final written settlement demand ("Settlement Demand") to the Respondent and the Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Notice shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer.

(c) Final and Binding Arbitration.

(i) If the Parties do not agree in writing to a settlement of the Claim within 15 days of the Termination of Mediation, the Claimant shall have 15 additional days to submit the Claim to arbitration in accordance with the Rules of Arbitration contained in Exhibit "D" or such rules as may be required by the agency providing the arbitrator. If not timely submitted to arbitration or if the Claimant fails to appear for the arbitration proceeding, the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons other than Claimant.

(ii) This subsection (c) is an agreement to arbitrate and is specifically enforceable under the applicable arbitration laws of the State of South Carolina. The arbitration award (the "Award") shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of South Carolina.

14.4 Allocation of Costs of Resolving Claims.

(a) Subject to Section 14.4(b), each Party shall bear its own costs, including any attorneys fees incurred, and each Party shall share equally all charges rendered by the mediator(s) and all filing fees and costs of conducting the arbitration proceeding ("Post Mediation Costs").

(b) Any Award which is equal to or more favorable to Claimant than Claimant's Settlement Demand shall add Claimant's Post Mediation Costs to the Award, such costs to be borne equally by all Respondents. Any Award which is equal to or less favorable to Claimant than any Respondent's Settlement Offer shall award to such Respondent its Post Mediation Costs.

14.5 Enforcement of Resolution. After resolution of any Claim, if any Party fails to abide by the terms of any agreement or Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 14.3. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' fees and court costs.

14.6 Consent of Declarant. The terms of Article XIV of the Declaration cannot be deleted, amended or modified without the written consent of the Declarant, which restriction shall survive the termination of the Class "B" Control Period and the termination of the Class "B" membership.

ARTICLE XV: PRIVATE AMENITIES

15.1 General. Neither membership in the Association nor ownership or occupancy of a Unit shall confer any ownership interest in or right to use any Private Amenity. Rights to use the Private Amenities will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the respective owners of the Private Amenities. The owners of the Private Amenities shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective Private Amenities, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether, subject to the terms of any written agreements with their respective members.

15.2 Conveyance of Private Amenities. All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant, the Association, any Builder, or by any Person acting on behalf of any of the foregoing, with regard to the continuing ownership or operation of any Private Amenity, and no purported representation or warranty in such regard, either written or oral, shall be effective unless specifically set forth in a written instrument executed by the record owner of the Private Amenity. Further, the ownership or operation of the Private Amenities may change at any time by virtue of, but without limitation, (a) the sale to or assumption of operations of any Private Amenity by a Person other than the current owner or operator; (b) the establishment of, or conversion of the membership structure to, an "equity" club or similar arrangement whereby the members of the Private Amenity or an entity owned or controlled by its members become the owner(s) and/or operator(s) of the Private Amenity; or (c) the conveyance of any Private Amenity to one or more affiliates, shareholders, employees, or independent contractors of the Declarant. No consent of the Association, any Member, or any Owner shall be required to effectuate any change in ownership or operation of any Private Amenity, for or without consideration and subject to or free of any mortgage, covenant, lien or other encumbrance.

15.3 View Impairment. Neither the Declarant, the Association, nor the owner of any Private Amenity, guarantees or represents that any view over and across any Private Amenity, the Common Area or any public facilities from Units will be preserved without impairment. The owners of such property, shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in their sole and absolute discretion, to add trees and other landscaping to the Private Amenities, the Common Area or the public facilities from time to time. In addition, the owner of any Private Amenity which includes a golf course may, in its sole and absolute discretion, change the location, configuration, size and elevation of the trees, bunkers, fairways and greens from time to time. Any such additions or changes may diminish or obstruct any view from the Units and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

15.4 Rights of Access and Parking. There is hereby established for the benefit of the Private Amenities and their members (regardless of whether such members are Owners hereunder), guests, invitees, employees, agents, contractors, and designees, a right and nonexclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel between the entrance to the Properties and the Private Amenities and over those portions of the Properties (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Private Amenities. Without limiting the generality of the foregoing, members of the Private Amenities and guests and invitees of the Private Amenities shall have the right to park their vehicles on the roadways located within the Properties at reasonable times before, during, and after tournaments and

other similar functions held by or at the Private Amenities to the extent that the Private Amenity has insufficient parking to accommodate such vehicles.

15.5 Covenant to Share Costs. The Association may enter into a contractual arrangement or covenant to share costs with any Private Amenity obligating the Private Amenity to contribute funds for, among other things, shared property or services and/or a higher level of Common Area maintenance.

15.6 Jurisdiction and Cooperation. It is Declarant's intention that the Association and the Private Amenities shall cooperate to the maximum extent possible in the operation of the Properties and the Private Amenities. Each shall reasonably assist the other in upholding the Community-Wide Standard as it pertains to maintenance and the Design Guidelines. The Association shall have no power to promulgate Use Restrictions or Rules other than those set forth on Exhibit "C" affecting activities on or use of the Private Amenities without the prior written consent of the owners of the Private Amenities affected thereby.

ARTICLE XVI: GENERAL PROVISIONS

16.1 Duration.

(a) Unless terminated as provided in Section 16.1(b), this Declaration shall have perpetual duration. If South Carolina law hereafter limits the period during which covenants may run with the land, then to the extent consistent with such law, this Declaration shall automatically be extended at the expiration of such period for successive periods of 10 years each, unless terminated as provided herein. Notwithstanding the above, if any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

(b) Unless otherwise provided by South Carolina law, in which case such law shall control, this Declaration may not be terminated within 30 years of the date of recording without the consent of all Owners. Thereafter, it may be terminated only by an instrument signed by Owners of at least 75% of the total Units within the Properties and by the Declarant, if the Declarant owns any portion of the Properties, which instrument is recorded in the Public Records. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

16.2 Amendment.

(a) By Declarant. Prior to the conveyance of the first Unit to a Person other than a Builder, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration or any Supplemental Declaration if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent in writing. In addition, so long as the Declarant owns property described in Exhibits "A" or "B" for development as part of the Properties, or has the right to annex property pursuant to Section 7.1, it may unilaterally amend this Declaration or any Supplemental Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

(b) By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members holding 67% of the total Class "A" votes in the Association, and the consent of the Declarant, so long as the Declarant has an option to subject additional property to this Declaration pursuant to Section 7.1. In addition, the approval requirements set forth in Article XII shall be met, if applicable.

Unless a higher percentage is required by Supplemental Declaration, any Supplemental Declaration may be amended by the vote of Members representing 67% of the total Class "A" votes subject to such Supplemental Declaration with the consent of the Board, and so long as the Declarant has an option to subject additional property to this Declaration pursuant to Section 7.1, the consent of the Declarant. Any amendment of the Use Restrictions and Rules shall comply with the procedure set forth in Section 10.2 and shall not be subject to the requirements set forth in this Section.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of the Declarant or the Class "B" Member without the written consent of the Declarant or the Class "B" Member, respectively (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

16.3 Severability. Invalidation of any provision of this Declaration, in whole or in part, or any application of a provision of this Declaration by judgment or court order shall in no way affect other provisions or applications.

16.4 Litigation. Except as provided below, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of Members holding at 75% of the total Class "A" votes in the Association. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article VIII; (c) proceedings involving challenges to ad valorem taxation; (d) counter-claims brought by the Association in proceedings instituted against it or (e) actions brought by the Association against any contractor, vendor, or supplier of goods and services arising out of a contract for services or supplies. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above. This Section shall apply in addition to the provisions of Article XIV, if applicable.

16.5 Cumulative Effect; Conflict. The provisions of this Declaration shall be cumulative with any additional recorded covenants, restrictions, and declarations applicable to any Exclusive Common Area, and the Association may, but shall not be required to, enforce the covenants, conditions, and provisions applicable to any Exclusive Common Area; provided, however, in the event of a conflict between or among this Declaration and such covenants or restrictions, and/or the provisions of any

articles of incorporation, by-laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, this Declaration, the By-Laws, Articles, and Use Restrictions and Rules of the Association shall prevail over any covenants, restrictions, and declarations applicable to any Exclusive Common Area. The foregoing priorities shall apply, but not be limited to, the lien for assessments created in favor of the Association. Nothing in this Section shall preclude any Supplemental Declaration or other recorded declaration, covenants and restrictions applicable to any portion of the Properties from containing additional restrictions or provisions which are more restrictive than the provisions of this Declaration, and the Association shall have the standing and authority to enforce the same.

16.6 Use of the Words "Daniel Island". No Person shall use the words "Daniel Island" or any derivative in any printed or promotional material without the Declarant's prior written consent. However, Owners may use the terms "Daniel Island" in printed or promotional matter where such term is used solely to specify that particular property is located within Daniel Island and the Association and any other community association located on Daniel Island shall be entitled to use the words "Daniel Island" in its name.

16.7 Use of the "Daniel Island" Marks. Use of any trademarks, symbols, signs, logos, or other marks associated with "Daniel Island" is strictly prohibited. No Person shall use any such mark without the prior written consent of the Declarant or other owner.

16.8 Compliance. Every Owner and occupant of any Unit shall comply with the Governing Documents. Subject to the terms of Article XIV, failure to comply shall be grounds for an action by the Association, the Declarant or, in a proper case, by any aggrieved Unit Owner(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association in Section 4.3.

16.9 Notice of Sale or Transfer of Title. Any Owner desiring to sell or otherwise transfer title to his or her Unit shall give the Board at least seven days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Unit, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

16.10 Exhibits. Exhibits "A," "B," and "D" attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by the provisions of Section 16.2. All other exhibits are attached for informational purposes and may be amended as provided therein or in the provisions of this Declaration which refer to such exhibits.

16.11 Use of New Technology. Notwithstanding any provisions contained herein to the contrary, due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by law now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent or approval required to be obtained; or (3) any payment required to be made may be accomplished using the most advanced technology available at that time if such use is a generally accepted business practice. This provision shall govern the use of technology in implementing the provisions of the Declaration and the accompanying By-Laws when dealing with notices, payments, signatures, votes, consents or approvals

[CONTINUED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of this 13th day of MARCH, 2018.

DANIEL ISLAND ASSOCIATES L.L.C., a Delaware limited liability company

IN THE PRESENCE OF:

By: [Signature] (SEAL)
Matthew R. Sloan, its President

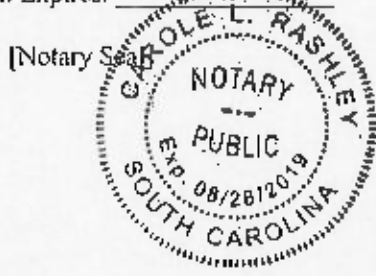
Witness
[Signature]
Witness

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY) ACKNOWLEDGMENT

I, CAROLE L. RASHLEY the undersigned Notary Public for the State of South Carolina, do hereby certify that Daniel Island Associates L.L.C. by Matthew R. Sloan, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 13th day of March, 2018.

[Signature]
Notary Public for the State of South Carolina
My Commission Expires:



IN WITNESS WHEREOF, the undersigned Association hereby consents to the Amended and Restated Declaration (including the provisions of Section 8.13) as stated herein and hereby evidences its consent by its signature below as of this date and year first written above.

DANIEL ISLAND COMMUNITY ASSOCIATION, INC., a South Carolina nonprofit corporation

IN THE PRESENCE OF:

By: [Signature] (SEAL)
Matthew R. Sloan, its President


[Signature]
Witness

[Signature]
Witness

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF Berkley)

I, Carole L. Rashley the undersigned Notary Public for the State of South Carolina, do hereby certify that Daniel Island Community Association, Inc., by Matthew R. Sloan, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 15th day of March, 2018.

[Signature]
Notary Public for the State of South Carolina
My Commission Expires: _____
[Notary Seal]


IN WITNESS WHEREOF, the undersigned Daniel Island Community Fund, Inc. hereby consents to the Amended and Restated Declaration (including the provisions of Section 8.13) as stated herein and hereby evidences its consent by its signature below as of this date and year first written above.

DANIEL ISLAND COMMUNITY FUND, INC., a South Carolina tax-exempt corporation

IN THE PRESENCE OF:

By: [Signature] (SEAL)
Matthew R. Sloan, its President

[Signature]
Witness

[Signature]
Witness

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BERKELEY)

I, CAROLE L. RASHLEY the undersigned Notary Public for the State of South Carolina, do hereby certify that Daniel Island Community Fund, Inc., by Matthew R. Sloan, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 13th day of March, 2018.

[Signature]
Notary Public for the State of South Carolina
My Commission Expires: _____

[Notary Seal]



EXHIBIT "A"

Property Subject to the Declaration

All that certain piece, parcel or tract of land located on Daniel Island situate, lying and being in Berkeley County, South Carolina, known as Tract N containing 71.888 acres, more or less, as shown and designated on a plat by Southeastern Surveying, Inc. entitled "A SUBDIVISION PLAT OF PARCELS N & O CONTAINING 141.513 ACRES OWNED BY DANIEL ISLAND DEVELOPMENT COMPANY, LOCATED ON DANIEL ISLAND, CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA", Sheets 1 and 2, dated June 20, 1995, last revised August 8 & 9, 1995, and recorded in the Berkeley County RMC Office in Plat Cabinet L, Pages 225 and 225; the said tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear. Saving and excepting all that certain piece, parcel or tract of land located on Daniel Island, situate, lying and being in Berkeley county, South Carolina, known as Etiwan Park, containing approximately 6.727 acres, more or less, as shown and designated on a plat by Southeastern Surveying, Inc. entitled "A BOUNDARY SURVEY OF A 6.727 ACRE TRACT OF LAND, DANIEL ISLAND, OWNED BY SCOTT DEVELOPMENT, LLC, LOCATED IN THE CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA", dated March 20, 1996, and recorded in the Berkeley County RMC Office in Plat Cabinet M, Page 330; the said tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

ALSO

All that certain piece, parcel or tract of land located on Daniel Island situate, lying and being in Berkeley County, South Carolina, known as Tract O containing 69.625 acres, more or less, as shown and designated on a plat by Southeastern Surveying, Inc. entitled "A SUBDIVISION PLAT OF PARCELS N & O CONTAINING 141.513 ACRES OWNED BY DANIEL ISLAND DEVELOPMENT COMPANY, LOCATED ON DANIEL ISLAND, CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA", Sheets 1 and 2, dated June 20, 1995, last revised August 8 & 9, 1995, and recorded in the Berkeley County RMC Office in Plat Cabinet L, Pages 225 and 226; the said tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

The above described Tract N ("Tract N") and Tract O ("Tract O") (collectively, "Tracts N & O") shall be subject to the following additional covenants, conditions and restrictions.

1. Site Plan Approval. The Declarant shall have the right to review and approve any further subdivision of Tracts N & O, including the right to approve all preliminary or final site plans and subdivision plats, Unit lay-outs and street locations. The Declarant shall also have the right to approve the size, density and configuration of any subdivided Units or parcels within Tracts N & O.

2. Use of Units in Tracts N & O. Except as permitted by Sections 2.1, 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7 of this Exhibit "A", each Unit within Tracts N & O shall be used for detached single-family residential purposes only, and no trade or business of any kind may be carried on therein.

2.1 The use of a portion of a Unit as an office by an Owner shall not be considered to be a violation of this covenant if such use does not create regular customer, client or employee traffic.

2.2 The use of a portion of a Unit for home occupations as set forth in the Master Plan shall not be considered to be a violation of this covenant provided (i) such home occupation is approved in writing by the Declarant, (ii) the Owner of such Unit complies with all requirements for home occupations as forth in the Master Plan, including, but not limited to, the requirement that such Owner obtain a special zoning permit therefor from the City of Charleston Zoning Administrator, and (iii) such home occupation shall be clearly incidental to the residential use of the Unit and shall not change the essential residential character of the Unit.

2.3 Nothing contained herein shall be construed to prevent the Declarant or any Builder from maintaining one or more model homes and/or sales offices in Tracts N & O for the purpose of selling, leasing or managing Units within Tracts N & O or other property in or near Tracts N & O.

2.4 Nothing contained herein shall be construed to prevent the development, operation or use of any Common Areas, Private Amenities, parks, playgrounds, open spaces or other similar uses as approved by the Declarant.

2.5 Nothing contained herein shall be construed to prevent the use of accessory buildings approved in accordance with the provisions of Article IX of this Declaration.

2.6 The lease or rental of a Unit shall not be considered to be a violation of this covenant so long as the lease is in compliance with rules and regulations as may be promulgated and published from time to time by the Board and approved by the Declarant.

2.7 Any such home occupation shall not be detectable from the exterior of the home and shall not constitute a nuisance.

3. Docks. No dock may be constructed as an appurtenance to any Unit within Tracts N & O unless approved in writing by the Declarant and the ARB and unless the following conditions are met:

3.1 Any such dock shall be consistent with the Declarant's Dock Master Plan for Daniel Island, on file with the South Carolina Office of Ocean and Coastal Resource Management, as the same may be amended from time to time;

3.2 The Owner of such Unit shall comply with all provisions of Article IX of the Declaration with respect to such dock;

3.3 All provisions of the Master Plan relating to docks and all provisions of the Master Plan relating to Visual Buffer Zones (as defined in the Master Plan) are complied with by such Owner; and

3.4 The Owner has obtained all necessary permits and approvals from all local, state or federal governmental departments or agencies which have jurisdiction over construction in or near marshlands and other critical areas. Neither the Declarant, the ARB, the MC nor the Association warrants or guarantees that any governmental agencies or other approving authority will approve any dock permits required for the construction of docks aforesaid.

Property Subject to the Declaration (continued)

THE FOLLOWING DESCRIBED ADDITIONAL REAL PROPERTY IS SUBJECT TO THE TERMS HEREOF.

- A. The residential homesites or lots identified on Schedule A attached hereto.
- B. The common areas or open spaces identified on Schedule B attached hereto and any other common areas or open spaces owned by the Association.
- C. Daniel Island Master Plan Parcel BB - 74.08 acres - Portion of TMS # 277-00-00-116, as depicted on Schedule C attached hereto
- D. Daniel Island Master Plan Parcel CC - 29.20 acres; Daniel Island Master Plan Parcel Z; and Daniel Island Master Plan Parcel Y - Portions of TMS # 277-00-00-116, as depicted on Schedule D attached hereto
- E. Daniel Island Master Plan Parcel CC, Phase 1 - 58.75 acres - Portion of TMS # 275-00-00-203, as depicted on Schedule E attached hereto
- F. Daniel Island Parcel X - 2.46 acres - TMS # 275-00-00-117, as depicted on Schedule F attached hereto

To the extent that any portion of the Property Subject to the Declaration is unintentionally modified by or omitted from this Amended and Restated Declaration, such modification or omission shall not affect the Property Subject to the Declaration and the Declaration shall remain in full force and effect as to such property which was unintentionally modified or omitted from this Amended and Restated Declaration.

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Property Unit Listing
Daniel Island Commun
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Schedule H

Page: 1

DI-CA Daniel Island Commun
130 River Landing Drive
Unit Unit Address
Lot/Bk % Ownership

BA01 2481 Daniel Island Dr
BA01 Smythe Park

ba02 2485 Daniel Island Dr
BA02 Smythe Park

ba03 2489 Daniel Island Dr
BA03

BA04 1608 Oak Leaf Street
BA04 Smythe Park

ba05 1612 Oak Leaf Street

ba06 1618 Oak Leaf Street
BA06 DICA

ba07 1620 Oak Leaf Street
BA07 DICA

BA08 1624 Oak Leaf Street
BA08 DICA

BA09 1628 Oak Leaf Street
BA09 DICA

BA10 1632 Oak Leaf Street
BA10 DICA

ba11 1638 Oak Leaf Street
BA11 DICA

BA12 1640 Oak Leaf Street

BB01 2401 Louisville Street
BB01 Smythe Park

BB02 2405 Louisville Street
BB02 Smythe Park

BB03 2409 Louisville Street
BB03 Smythe Park

BB04 2490 Daniel Island Dr
BB04 Smythe Park

BB05 2485 Daniel Island Drive
BB05 Smythe Park

BB06 2487 Daniel Island Dr
BB06 Smythe Park

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Property Unit Listing
 Daniel Island Commnun
 03/12/2018

Unit	Unit Address
BB07	2494 Daniel Island Dr Smythe Park
BB08	2498 Daniel Island Dr Smythe Park
BB09	2502 Daniel Island Dr Smythe Park
BB10	2506 Daniel Island Dr Smythe Park
BB11	2510 Daniel Island Dr Smythe Park
BB12	2514 Daniel Island Dr Smythe Park
BB13	2518 Daniel Island Dr Smythe Park
BB14	2413 Louisville St Smythe Park
BB15	2417 Louisville St Smythe Park
BB16	2421 Louisville St Smythe Park
BB17	2425 Louisville St Smythe Park
BB18	2429 Louisville St Smythe Park
BB19	2433 Louisville St Smythe Park
BB20	2437 Louisville St Smythe Park
BB21	2441 Louisville St Smythe Park
BBB1	130 River Landing Dr 1-C Non-resident payment
BC01	2497 Daniel Island Dr Smythe Park
BC02	2501 Daniel Island Dr Smythe Park
BC03	2505 Daniel Island Dr Smythe Park

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Property Unit Listing
Daniel Island Commun
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DI-CA	Daniel Island Commun
130 River Landing Drive	
Unit	Unit Address
Lot/Bk	% Ownership
BC04	2509 Daniel Island Dr
BC04	Smythe Park
BC06	2513 Daniel Island Dr
BC06	Smythe Park
BC06	2517 Daniel Island Dr
BC06	Smythe Park
BC07	2536 Josiah Street
BC07	DICA
BC08	2532 Josiah Street
BC08	DICA
BC09	2528 Josiah Street
BC09	DICA
BC10	2524 Josiah Street
BC10	DICA
bc11	2520 Josiah Street
BC11	DICA
BC12	2514 Josiah Street
BC12	DICA
bc13	2510 Josiah Street
BC13	DICA
bc14	2506 Josiah Street
BC15	2502 Josiah Street
bd01	2521 Daniel Island Dr
BD01	Smythe Park
BD02	2525 Daniel Island Dr
BD02	Smythe Park
bd03	2529 Daniel Island Dr
BD03	Smythe Park
bd04	2533 Daniel Island Dr
BD04	Smythe Park
bd05	2537 Daniel Island Drive
BD05	
bd06	2558 Josiah Street
BD06	DICA
BD07	2556 Josiah Street

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 Property Unit Listing
 Daniel Island Commun
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DI-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

BD07	DICA
BD08	2554 Josiah Street
BD08	DICA
BD09	2552 Josiah Street
BD09	DICA
BD10	2550 Josiah Street
BD10	DICA
BD11	2548 Josiah Street
BD11	DICA
BD12	2546 Josiah Street
BD12	DICA
BD13	2544 Josiah Street
BD13	DICA
BD14	2542 Josiah Street
BD14	DICA
be01	2522 Daniel Island Dr
BE01	Smythe Park
be02	2526 Daniel Island Dr
BE02	Smythe Park
be03	2530 Daniel Island Dr
BE03	Smythe Park
be04	2534 Daniel Island Dr
BE04	Smythe Park
BE05	2447 Louisville St
BE05	
BE06	2451 Louisville St
BE06	
be07	2457 Louisville St
BE07	
be08	2461 Louisville Street
BE08	
be09	2465 Louisville Street
BE09	
BE10	2538 Daniel Island Drive
BE10	
bf01	2545 Daniel Island Drive
BFG1	
BF02	2549 Daniel Island Drive

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Property Unit Listing
Daniel Island Commun
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DI CA Daniel Island Commun
130 River Landing Drive
Unit Unit Address
Lot/Bk % Ownership

BF04 2557 Daniel Island Drive

BF06 2585 Daniel Island Drive

BF07 2569 Daniel Island Drive

BF08 2573 Daniel Island Drive

BF09 2577 Daniel Island Drive

bf13 2610 Josiah Street
2610 Josiah Streetbf14 2604 Josiah Street
BBF14 2604 Josiah Streetbf15 2600 Josiah Street
BBF15 2600 Josiah StreetBF16 2596 Josiah Street
BBF16 2596 Josiah Streetbf17 2592 Josiah Street
BBF17 2592 Josiah Streetbf18 2588 Josiah Street
BBF18 2588 Josiah Street

BF19 2584 Josiah Street

bf20 2580 Josiah Street

bf21 2578 Josiah Street

bf22 2572 Josiah Street

bf23 2568 Josiah Street

BF24 2564 Josiah Street

BF25 2560 Josiah Street

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Property Unit Listing
 Daniel Island Commun
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DI-CA Daniel Island Commun
 130 River Landing Drive
 Unit Unit Address
 Lot/Bk % Ownership
 BF25 DICA

BG01 2544 Daniel Island Drive
 BG01

BG02 2548 Daniel Island Drive

BG03 2552 Daniel Island Drive

BG06 1831 Village Crossing Drive
 BG06

BG07 1835 Village Crossing Drive
 BG07

BG08 1839 Village Crossing Drive
 BG08

BG09 1843 Village Crossing Drive
 BG09

BG10 1847 Village Crossing Drive
 BG10

BG11 1851 Village Crossing Drive
 BG11

bg12 1857 Village Crossing Drive
 BG12

bg13 1861 Village Crossing Drive
 BG13

bg14 1865 Village Crossing Drive

BG14

bg15 1869 Village Crossing Drive
 BG15

BG17 1838 Juliana Street

BG18 1832 Juliana Street

BG19 1628 Juliana Street

BG20 1624 Juliana Street

BG21 1620 Juliana Street

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Property Unit Listing
Daniel Island Commun
03/12/2018

DI-CA Daniel Island Commun
130 River Landing Drive
Unit Unit Address
Lot/Bk % Ownership

BG22 1616 Juliana Street

BG23 1612 Juliana Street

BG24 1608 Juliana Street

BH01 2543 Josiah Street
BH01 DICABH02 2547 Josiah Street
BH02 DICA

BH03 2551 Josiah Street

bh04 2555 Josiah Street
BH04 DICABH05 1469 Willtown Street
BH05 DICABH06 1463 Willtown Street
BH06 DICA

BH07 1455 Willtown Street

bh08 1449 Willtown Street
BH08 DICA

BH09 1443 Willtown Street

BH10 1435 Willtown Street

BI01 2513 Josiah Street

BI02 2517 Josiah Street

BI03 2521 Josiah Street
BI03 DICABI04 2525 Josiah Street
BI04 DICABI05 2529 Josiah Street
BI05 DICABI06 2533 Josiah Street
BI06 DICA

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Property Unit Listing
Daniel Island Commun
03/12/2018

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DI-CA Daniel Island Commun
130 River Landing Drive
Unit Unit Address
Lot/Bk % Ownership

BI07	2537 Josiah Street
BI07	DICA
BI08	1452 Willtown Street
BI08	DICA
BI09	1448 Willtown Street
BI09	DICA
BI10	1444 Willtown Street
BI10	DICA
BI11	1440 Willtown Street
BI11	DICA
BI12	1436 Willtown Street
BI12	DICA
BI13	1432 Willtown Street
BI13	DICA
BI14	1637 Oak Leaf Street
BI14	DICA
BI15	1633 Oak Leaf Street
BI15	DICA
BI16	1629 Oak Leaf Street
BI16	DICA
BI17	1625 Oak Leaf Street
BB-117	
BI18	1621 Oak Leaf Street
BB-118	
BI19	1617 Oak Leaf Street
BB-119	
BJ02	1405 Tidal Mill Place
BBJ02	1405 Tidal Mill Place
BJ03	1409 Tidal Mill Place
BJ04	1413 Tidal Mill Place
BJ05	1417 Tidal Mill Place
BJ06	1421 Tidal Mill Place
BJ07	1425 Tidal Mill Place

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Property Unit Listing
Daniel Island Commun
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DI-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

BJ08 1429 Tidal Mill Place

BJ09 1433 Tidal Mill Place

BJ10 2805 Josiah Street

BJ11 2609 Josiah Street

BJ12 2613 Josiah Street

BJ13 2617 Josiah Street

BJ14 2589 Daniel Island Drive

BJ15 2593 Daniel Island Drive

BJ16 2597 Daniel Island Drive

BJ17 2601 Daniel Island Drive

BJ18 2605 Daniel Island Drive

BJ19 2609 Daniel Island Drive

BJ20 2615 Daniel Island Drive

BJ21 2621 Daniel Island Drive

BJ22 2620 Daniel Island Drive

BJ23 2614 Daniel Island Drive

BJ24 2610 Daniel Island Drive

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Property Unit Listing
 Daniel Island Commun
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DI-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

BJ25 2606 Daniel Island Drive

BJ26 2602 Daniel Island Drive

BJ27 2598 Daniel Island Drive

BJ28 1738 Trewin Court

BJ29 1734 Trewin Court

BJ30 1730 Trewin Court

BJ31 1728 Trewin Court

BJ32 1722 Trewin Court

BJ33 1718 Trewin Court

BJ34 1714 Trewin Court

BJ35 1710 Trewin Court

BJ36 1706 Trewin Court

BJ37 1702 Trewin Court

BJ38 2586 Daniel Island Drive

BJ39 2602 Daniel Island Drive

CA01 1445 Wando Landing St

CA01 Smythe Park

CA02 1451 Wando Landing Street

CA02 Smythe Park

CA03 1455 Wando Landing St

CA03 Smythe Park

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Property Unit Listing
Daniel Island Communit
03/12/2018

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DI-CA	Daniel Island Communit
130 River	Landing Drive
Unit	Unit Address
Lot/Bk	% Ownership
ca04	1459 Wando Landing Street
CA04	Smythe Park
CA05	1483 Wando Landing St
CA05	Smythe Park
ca06	1467 Wando Landing St
CA06	Smytho Park
CA07	1471 Wando Landing St
CA07	Smtire Park
ca08	1475 Wando Landing St
CA08	Smtie Park
CA09	1478 Wando Landing St
CA09	Smythe Park
ca10	1483 Wando Landing Street
CA10	Smythe Park
ca11	2544 Gatewood St
CA11	Smythe Park
ca12	2540 Gatewood St
CA12	Smythe Park
ca13	2536 Gatewood St
CA13	Smythe Park
ca14	2532 Gatewood St
CA14	Smythe Park
CA15	2528 Gatewood St
CA15	Smythe Park
CA16	2524 Gatewood St
CA16	Smythe Park
CA17	2520 Gatewood St
CA17	Smythe Park
CA18	2516 Gatewood St
CA18	Smythe Park
CA19	2512 Gatewood St
CA19	Smythe Park
CA20	2506 Gatewood St
CA20	Smythe Park
ca21	2502 Gatewood St
CA21	Smythe Park
CB01	2600 Augustus St
CB01	Smythe Park

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Property Unit Listing
Daniel Island Commun
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DI-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

CB02 2604 Augustus St

CB02 Smythe Park

CB03 1682 Pierce St

CB03 Smythe Park

CB04 1686 Pierce St

CB04 Smythe Park

CB05 2608 Augustus St

CB05 Smythe Park

cb06 2612 Augustus St

CB06 Smythe Park

CB07 2616 Augustus St

CB07 Smythe Park

CB08 2620 Augustus St

CB08

CB09 2624 Augustus St

CB09

CB10 2628 Augustus St

CB10

cb11 2634 Augustus St

CB11

CB12 2638 Augustus St

CB12

cb13 1654 Pierce Street

CB13

CB14 1658 Pierce Street

CB14

cb15 1662 Pierce Street

CB15

cb16 1666 Pierce Street

CB16

cb17 1670 Pierce Street

CB17

cb18 1674 Pierce Street

CB18

cb19 1678 Pierce Street

CB19

cc01 1683 Pierce St

CC01 Smythe Park

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Property Unit Listing
Daniel Island Commun
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DI-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

cc02 1679 Pierce Street

CC02

cc03 1675 Pierce Street

CC03

cc04 1671 Pierce Street

CC04

cc05 1667 Pierce Street

CC05

CC06 1906 Bellona Street

CC07 1910 Bellona Street

CC08 1914 Bellona Street

CC09 1918 Bellona Street

CC10 1922 Bellona Street

cc11 1926 Bellona Street

CC12 1930 Bellona Street

CC13 1934 Bellona Street

CC14 1938 Bellona Street

cc15 1942 Bellona Street

CC16 1946 Bellona Street

CC17 1950 Bellona Street

CC18 1954 Bellona Street

cc19 1635 Pierce Street

CC19

cc20 1631 Pierce Street

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Property Unit Listing
Daniel Island Commun
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DI-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

CC20

CC21 1958 Bellona Street

CC22 1962 Bellona Street

CC23 1966 Bellona Street

CC24 1970 Bellona Street

cd01 2621 Townsend Place
CD01cd02 2623 Townsend Place
CD02cd03 2625 Townsend Place
CD03cd04 2627 Townsend Place
CD04cd05 2629 Townsend Place
CD05cd06 2631 Townsend Place
CD06

cd07 2633 Townsend Place

cd08 2635 Townsend Place

cd09 2637 Townsend Place

cd10 2639 Townsend Place

cd11 1530 Wiltown St
CD11cd12 1526 Wiltown St
CD12cd13 1522 Wiltown St
CD13CD14 1518 Wiltown St
CD14

CD15 1514 Wiltown St

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Property Unit Listing
Daniel Island Communi
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DI-CA Daniel Island Communi
130 River Landing Drive

Unit	Unit Address
Lot/Bk	% Ownership

CD15

CD16 2501 Gatewood St

CD16 Smythe Park

cd17 2505 Gatewood St

CD17 Smythe Park

cd18 2511 Gatewood St

CD18 Smythe Park

cd19 2515 Gatewood St

CD19 Smythe Park

cd20 2519 Gatewood St

CD20 Smythe Park

CE01 1513 Willtown Street

CE01 Smythe Park

ce02 1517 Willtown St

CE02 Smythe Park

ce03 1521 Willtown St

CE03 Smythe Park

ce04 1525 Willtown St

CE04 Smythe Park

CE05 1529 Willtown St

CE05

CE06 1533 Willtown St

CE06

CE07 1537 Willtown St

CF07

CE08 1541 Willtown St

CE08

CF09 1545 Willtown St

CE09

CE10 1549 Willtown St

CE10

CE11 1555 Willtown St

CE11

CE12 1894 Village Crossing Drive

CE12

CE13 1868 Village Crossing Drive

CF13

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Property Unit Listing
 Daniel Island Commun
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Unit	Unit Address
Lot/Bk	% Ownership
DI-CA	Daniel Island Commun
	130 River Landing Drive
CE14	1884 Village Crossing Drive
CE14	
ce15	1880 Village Crossing Drive
CE15	
CE16	1876 Village Crossing Drive
CE16	
ce17	1872 Village Crossing Drive
CE17	
CE18	1868 Village Crossing Drive
CE18	
CE19	1864 Village Crossing Drive
CE19	
CE20	1860 Village Crossing Drive
CE20	
CE21	1856 Village Crossing Drive
CE21	
ce22	1850 Village Crossing Drive
CE22	
ce23	1846 Village Crossing Drive
CE23	
cf01	2644 Augustus Street
CF01	
cf02	2648 Augustus Street
CF02	
cf03	1900 Village Crossing Drive
CF03	
cf04	1904 Village Crossing Drive
CF04	
cf05	1908 Village Crossing Drive
CF05	
CF06	1812 Village Crossing Drive
CF06	
cf07	1638 Pierce Street
CF07	
cf08	1642 Pierce Street
CF08	
CG01	1659 Pierce Street
CG01	

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Property Unit Listing
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DI-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

CG02 1655 Pierce Street
 CG02

CG03 1651 Pierce Street
 CG03

CG04 1647 Pierce Street
 CG04

CG05 1643 Pierce Street
 CG05

cg06 1639 Pierce Street
 CG06

CG07 1717 Frissel Street

CG08 1715 Frissel Street

CG09 1713 Frissel Street

CG10 1711 Frissel Street

CG11 1709 Frissel Street

CG12 1707 Frissel Street

CG13 1705 Frissel Street

CG14 1703 Frissel Street

cg15 1701 Frissel Street

CH01 1905 Village Crossing Drive
 CH01

CH02 1899 Village Crossing Drive
 CH02

CH03 1895 Village Crossing Drive
 CH03

CH04 1887 Village Crossing Drive
 CH04

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Property Unit Listing
Daniel Island Commun
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DI-CA Daniel Island Commun
130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

CH05 1881 Village Crossing Drive
CH05

CH06 2508 Waverly Street

CH07 2510 Waverly Street

CH08 2514 Waverly Street

CH09 2518 Waverly Street

CH10 2522 Waverly Street

CH11 2526 Waverly Street

CH12 2530 Waverly Street

CH13 2534 Waverly Street

CH14 2538 Waverly Street

CH15 2722 Waker Street

CH16 2726 Waker Street

CH17 2730 Waker Street

CH18 2734 Waker Street

CH28 1609 Juliana Street

CH29 1605 Juliana Street

E10A 1117 Thrower Street

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 Property Unit Listing
 Daniel Island Commun
 03/12/2018

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DI-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

E10A	Barfield Park
E19A	1145 Thrower Street
E19A	Barfield Park
E23A	1170 Barfield Street
E23A	Barfield Park
E41A	1945 Pierce Street
E41A	Barfield Park
E41B	1947 Pierce Street
E41B	Barfield Park
MA01	1007 Cochran Street
MA01	Cochran Park
MA02	1001 Cochran Street
MA02	Cochran Park
MA03	997 Cochran Street
MA03	Cochran Park
MA04	996 Cochran Street
MA04	Cochran Park
MA05	1000 Cochran Street
MA05	Cochran Park
MA06	1002 Cochran Street
MA06	Cochran Park
MA07	1004 Cochran Street
MA07	Cochran Park
MA08	1006 Cochran Street
MA08	Cochran Park
ma09	1008 Cochran Street
MA09	Cochran Park
MB01	308 South Ladd Court
MB01	Cochran Park
MB02	306 South Ladd Court
MB02	Cochran Park
mb03	304 South Ladd Court
MB03	Cochran Park
MB04	302 South Ladd Court
MB04	Cochran Park
mb05	301 South Ladd Court
MB05	Cochran Park

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Unit	Unit Address
Lot/Bk	% Ownership
MB06	303 South Ladd Court
MB06	Cochran Park
MB07	305 South Ladd Court
MB07	Cochran Park
MB08	307 South Ladd Court
MB08	Cochran Park
MC01	212 North Ladd Court
MC01	Cochran Park
MCC2	208 North Ladd Court
MC02	Cochran Park
MC03	206 North Ladd Court
MC03	Cochran Park
MC04	200 North Ladd Court
MC04	Cochran Park
MC05	201 North Ladd Court
MC05	Cochran Park
MC06	203 North Ladd Court
MC06	Cochran Park
MC07	205 North Ladd Court
MC07	Cochran Park
MC08	207 North Ladd Court
MC08	Cochran Park
MC09	209 North Ladd Court
MC09	Cochran Park
MC10	211 North Ladd Court
MC10	Cochran Park
MD01	408 Milner Court
MD01	Cochran Park
MD02	406 Milner Court
MD02	Cochran Park
MD03	404 Milner Court
MD03	Cochran Park
MD04	402 Milner Court
MD04	Cochran Park
MD05	401 Milner Court
MD05	Cochran Park
MD06	403 Milner Court
MD06	Cochran Park

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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

MD07 405 Milner Court
MD07 Cochran ParkMD08 407 Milner Court
MD08 Cochran ParkME01 608 South Leavitt Court
ME01 Cochran ParkME02 606 South Leavitt Court
ME02 Cochran ParkME03 602 South Leavitt Court
ME03 Cochran ParkME04 601 South Leavitt Court
ME04 Cochran Parkme05 605 South Leavitt Court
ME05 Cochran Parkme06 607 South Leavitt Court
ME06 Cochran Parkmf01 968 Cochran Street
MF01 Cochran ParkMF02 962 Cochran Street
MF02 Cochran Parkmf03 508 North Leavitt Court
MF03 Cochran ParkMF04 506 North Leavitt Court
MF04 Cochran ParkMF05 504 North Leavitt Court
MF05 Cochran ParkMF06 502 North Leavitt Court
MF06 Cochran Parkmf07 501 North Leavitt Court
MF07 Cochran ParkMF08 505 North Leavitt Court
MF08 Cochran ParkMF09 954 Cochran Street
MF09 Cochran ParkMF10 952 Cochran Street
MF10 Cochran Park

MF11 950 Cochran Street

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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

MF11 Cochran Park

MF12 948 Cochran Street

MF12 Cochran Park

MF13 946 Cochran Street

MF13 Cochran Park

MF14 942 Cochran Street

MF14 Cochran Park

MG01 706 Netherton Court

MG01 Cochran Park

MG02 704 Netherton Court

MG02 Cochran Park

MG03 702 Netherton Court

MG03 Cochran Park

MG04 701 Netherton Court

MG04 Cochran Park

MI01 932 Cochran Street

MI01 Cochran Park

MI02 930 Cochran Street

MI02 Cochran Park

MI03 926 Cochran Street

MI03 Cochran Park

MI04 842 Dunham Street

MI04 Cochran Park

MI05 844 Dunham Street

MI05 Cochran Park

MI06 846 Dunham Street

MI06 Cochran Park

MI07 848 Dunham Street

MI07 Cochran Park

MI08 850 Dunham Street

MI08 Cochran Park

MI09 856 Dunham Street

MI09 Cochran Park

MJ01 935 Cochran Street

MJ01 Cochran Park

MJ02 933 Cochran Street

MJ02 Cochran Park

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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

MJ03 931 Cochran Street
MJ03 Cochran ParkMJ04 929 Cochran Street
MJ04 Cochran ParkMJ05 927 Cochran Street
MJ05 Cochran ParkMJ06 925 Cochran Street
MJ06 Cochran ParkMK01 841 Dunham Street
MK01 Cochran Parkmk02 843 Dunham Street
MK02 Cochran ParkMK03 845 Dunham Street
MK03 Cochran ParkMK04 847 Dunham Street
MK04 Cochran ParkMK05 849 Dunham Street
MK05 Cochran ParkMK06 851 Dunham Street
MK06 Cochran ParkMK07 853 Dunham Street
MK07 Cochran ParkMK08 855 Dunham Street
MK08 Cochran ParkMK09 857 Dunham Street
MK09 Cochran Parkmk10 859 Dunham Street
MK10 Cochran Parkmk11 861 Dunham Street
MK11 Cochran ParkMK12 863 Dunham Street
MK12 Cochran ParkMK13 865 Dunham Street
MK13 Cochran ParkML01 839 Dunham Street
ML01 Cochran ParkML02 837 Dunham Street
ML02 Cochran Park

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Unit	Unit Address	% Ownership
DI-CA Daniel Island Commun	130 River Landing Drive	
NA01	158 Corn Planters Street	
NA01	Etiwan Park	
NA02	154 Corn Planters Street	
NA02	Etiwan Park	
NA03	150 Corn Planters Street	
NA03	Etiwan Park	
NA04	146 Corn Planters Street	
NA04	Etiwan Park	
na05	142 Corn Planters Street	
NA05	Etiwan Park	
NB01	110 Scott Street	
NB01	Etiwan Park	
NB02	114 Scott Street	
NB02	Etiwan Park	
NB03	118 Scott Street	
NB03	Etiwan Park	
NB04	122 Scott Street	
NB04	Etiwan Park	
NB05	126 Scott Street	
NB05	Etiwan Park	
NB06	130 Scott Street	
NB06	Etiwan Park	
NB07	138 Scott Street	
NB07	Etiwan Park	
nb08	142 Scott Street	
NB08	Etiwan Park	
NB09	146 Scott Street	
NB09	Etiwan Park	
NB10	150 Scott Street	
NB10	Etiwan Park	
NB11	154 Scott Street	
NB11	Etiwan Park	
NB12	158 Scott Street	
NB12	Etiwan Park	
NB13	162 Scott Street	
NB13	Etiwan Park	
NB14	166 Scott Street	
NB14	Etiwan Park	

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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

NB15 172 Scott Street

NB15 Etiwan Park

NB16 176 Scott Street

NB16 Etiwan Park

NB17 180 Scott Street

NB17 Etiwan Park

NB18 184 Scott Street

NB18 Etiwan Park

NB19 188 Scott Street

NB19 Etiwan Park

NB20 192 Scott Street

NB20 Etiwan Park

NB21 155 Bounty Street

NB21 Etiwan Park

NB22 151 Bounty Street

NB22 Etiwan Park

NB23 147 Bounty Street

NB23 Etiwan Park

NB24 143 Bounty Street

NB24 Etiwan Park

NB25 139 Bounty Street

NB25 Etiwan Park

NB26 135 Bounty Street

NB26 Etiwan Park

NB27 131 Bounty Street

NB27 Etiwan Park

NB28 127 Bounty Street

NB28 Etiwan Park

NB29 123 Bounty Street

NB29 Etiwan Park

NC01 137 Scott Street

NC01 Etiwan Park

NC02 141 Scott Street

NC02 Etiwan Park

NC03 145 Scott Street

NC03 Etiwan Park

nc04 149 Scott Street

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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

NC04	Etiwan Park
NC05	153 Scott Street
NC05	Etiwan Park
NC06	157 Scott Street
NC06	Etiwan Park
NC18	166 Brady Street
NC18	Etiwan Park
NC19	162 Brady Street
NC19	Etiwan Park
NC20	158 Brady Street
NC20	Etiwan Park
NC21	154 Brady Street
NC21	Etiwan Park
NC22	150 Brady Street
NC22	Etiwan Park
NC23	148 Brady Street
NC23	Etiwan Park
ND01	101 Scott Street
ND01	Etiwan Park
ND02	105 Scott Street
ND02	Etiwan Park
ND03	109 Scott Street
ND03	Etiwan Park
ND04	113 Scott Street
ND04	Etiwan Park
ND05	117 Scott Street
ND05	Etiwan Park
ND06	121 Scott Street
ND06	Etiwan Park
ND07	125 Scott Street
ND07	Etiwan Park
ND08	129 Scott Street
ND08	Etiwan Park
ND09	140 Brady Street
ND09	Etiwan Park
ND10	136 Brady Street
ND10	Etiwan Park
ND11	132 Brady Street

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DI-CA Daniel Island Commuon

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

ND11	Etiwan Park
ND12	128 Brady Street
ND12	Etiwan Park
nd13	124 Brady Street
ND13	Etiwan Park
nd14	120 Brady Street
ND14	Etiwan Park
ND15	141 Corn Planters Street
ND15	Etiwan Park
ND16	145 Corn Planters Street
ND16	Etiwan Park
NE01	111 Brady Street
NE01	Etiwan Park
NE02	115 Brady Street
NE02	Etiwan Park
NE03	119 Brady Street
NE03	Etiwan Park
nc04	123 Brady Street
NE04	Etiwan Park
NE05	127 Brady Street
NE05	Etiwan Park
NE06	131 Brady Street
NE06	Etiwan Park
ne07	135 Brady Street
NE07	Etiwan Park
NE08	122 Burnham Street
NE08	Etiwan Park
NE09	116 Burnham Street
NE09	Etiwan Park
NE10	124 Cartright Street
NE10	Etiwan Park
NE11	120 Cartright Street
NE11	Etiwan Park
NE12	118 Cartright Street
NE12	Etiwan Park
NE13	112 Cartright Street
NE13	Etiwan Park

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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

ne14 108 Cartright Street
NE14 Etiwan Parkne15 104 Cartright Street
NE15 Etiwan ParkNE16 100 Cartright Street
NE16 Etiwan ParkNF01 145 Brady Street
NF01 Etiwan ParkNF02 147 Brady Street
NF02 Etiwan ParkNF03 151 Brady Street
NF03 Etiwan ParkNF04 155 Brady Street
NF04 Etiwan ParkNF05 159 Brady Street
NF05 Etiwan ParkNF19 154 Cartright Street
NF19 Etiwan ParkNF20 150 Cartright Street
NF20 Etiwan ParkNF21 146 Cartright Street
NF21 Etiwan ParkNF22 142 Cartright Street
NF22 Etiwan ParkNF23 138 Cartright Street
NF23 Etiwan ParkNG01 177 Brady Street
NG01 Etiwan Parkng02 179 Brady Street
NG02 Etiwan ParkNG03 181 Brady Street
NG03 Etiwan ParkNG04 183 Brady Street
NG04 Etiwan ParkNG05 185 Brady Street
NG05 Etiwan ParkNG06 120 Bounty Street
NG06 Etiwan Park

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Unit Unit Address

Lot/Bk % Ownership

ng07	118 Bounty Street
NG07	Etiwan Park
NG08	104 Jordan Court
NG08	Etiwan Park
ng09	102 Jordan Court
NG09	Etiwan Park
ng10	100 Jordan Court
NG10	Etiwan Park
NG11	101 Jordan Court
NG11	Etiwan Park
NG12	103 Jordan Court
NG12	Etiwan Park
NG13	105 Jordan Court
NG13	Etiwan Park
ng14	104 Bounty Street
NG14	Etiwan Park
NG15	100 Bounty Street
NG15	Etiwan Park
ng16	186 Cartright Street
NG16	Etiwan Park
NG17	184 Cartright Street
NG17	Etiwan Park
NG18	182 Cartright Street
NG18	Etiwan Park
NG19	112 Mellish Court
NG19	Etiwan Park
NG20	110 Mellish Court
NG20	Etiwan Park
NG21	108 Mellish Court
NG21	Etiwan Park
ng22	106 Mellish Court
NG22	Etiwan Park
NG23	104 Mellish Court
NG23	Etiwan Park
NG24	102 Mellish Court
NG24	Etiwan Park
NG25	100 Mellish Court
NG25	Etiwan Park

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Unit	Unit Address
Lot/Bk	% Ownership

NG26	101 Cooke Street
NG26	Etiwan Park

NG27	103 Cooke Street
NG27	Etiwan Park

NG28	105 Cooke Street
NG28	Etiwan Park

ng29	107 Cooke Street
NG29	Etiwan Park

NG30	109 Cooke Street
NG30	Etiwan Park

NH01	141 Cartright Street
NH01	Etiwan Park

NH02	145 Cartright Street
NH02	Etiwan Park

NH03	149 Cartright Street
NH03	Etiwan Park

NH04	153 Cartright Street
NH04	Etiwan Park

NH05	157 Cartright Street
NH05	Etiwan Park

NI01	101 Cartright Street
NI01	Etiwan Park

ni02	103 Cartright Street
NI02	Etiwan Park

NI03	107 Cartright Street
NI03	Etiwan Park

NI04	111 Cartright Street
NI04	Etiwan Park

NI05	115 Cartright Street
NI05	Etiwan Park

NI06	119 Cartright Street
NI06	Etiwan Park

N-07	123 Cartright Street
NI07	Etiwan Park

NI08	127 Cartright Street
NI08	Etiwan Park

NI09	131 Cartright Street
NI09	Etiwan Park

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Unit: Unit Address

Lot/Bk: % Ownership

NI15	118 Cape Street
NI15	Etiwan Park
NI16	114 Cape Street
NI16	Etiwan Park
NI17	110 Cape Street
NI17	Etiwan Park
NI18	108 Cape Street
NI18	Etiwan Park
NI19	101 Corn Planters Street
NI19	Etiwan Park
NI20	105 Corn Planters Street
NI20	Etiwan Park
NI21	109 Corn Planters Street
NI21	Etiwan Park
NI22	113 Corn Planters Street
NI22	Etiwan Park
NJ01	132 Corn Planters Street
NJ01	Etiwan Park
NJ02	128 Corn Planters Street
NJ02	Etiwan Park
NJ03	124 Corn Planters Street
NJ03	Etiwan Park
NJ04	120 Corn Planters Street
NJ04	Etiwan Park
NJ05	116 Corn Planters Street
NJ05	Etiwan Park
NJ06	112 Corn Planters Street
NJ06	Etiwan Park
NJ07	108 Corn Planters Street
NJ07	Etiwan Park
NJ08	104 Corn Planters Street
NJ08	Etiwan Park
NJ09	102 Corn Planters Street
NJ09	Etiwan Park
NK01	179 Scott Street
NK01	Etiwan Park
NK02	183 Scott Street

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Unit	Unit Address
NK02	Etiwan Park
NK03	187 Scott Street Etiwan Park
NK04	136 Bounty Street Etiwan Park
nk05	132 Bounty Street Etiwan Park
NK06	128 Bounty Street Etiwan Park
NK07	124 Bounty Street Etiwan Park
NK08	182 Brady Street Etiwan Park
NK09	180 Brady Street Etiwan Park
NK10	178 Brady Street Etiwan Park
NK11	176 Brady Street Etiwan Park
NK12	113 Cooke Street Etiwan Park
NK13	115 Cooke Street Etiwan Park
NK14	117 Cooke Street Etiwan Park
NK15	119 Cooke Street Etiwan Park
NK16	121 Cooke Street Etiwan Park
NL01	169 Cartright Street Etiwan Park
nl02	171 Cartright Street Etiwan Park
NL03	173 Cartright Street Etiwan Park
nl04	175 Cartright Street Etiwan Park
NL05	177 Cartright Street

Lot/Bk	% Ownership
NK02	Etiwan Park
NK03	187 Scott Street Etiwan Park
NK04	136 Bounty Street Etiwan Park
nk05	132 Bounty Street Etiwan Park
NK06	128 Bounty Street Etiwan Park
NK07	124 Bounty Street Etiwan Park
NK08	182 Brady Street Etiwan Park
NK09	180 Brady Street Etiwan Park
NK10	178 Brady Street Etiwan Park
NK11	176 Brady Street Etiwan Park
NK12	113 Cooke Street Etiwan Park
NK13	115 Cooke Street Etiwan Park
NK14	117 Cooke Street Etiwan Park
NK15	119 Cooke Street Etiwan Park
NK16	121 Cooke Street Etiwan Park
NL01	169 Cartright Street Etiwan Park
nl02	171 Cartright Street Etiwan Park
NL03	173 Cartright Street Etiwan Park
nl04	175 Cartright Street Etiwan Park
NL05	177 Cartright Street

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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

NL05	Etiwan Park
NL06	179 Cartright Street Etiwan Park
NL07	181 Cartright Street Etiwan Park
NL08	183 Cartright Street Etiwan Park
NL09	185 Cartright Street Etiwan Park
NL10	187 Cartright Street Etiwan Park
NM01	106 Etiwan Park Street Etiwan Park
NM02	110 Etiwan Park Street Etiwan Park
NM03	112 Etiwan Park Street Etiwan Park
NM04	114 Etiwan Park Street Etiwan Park
NM05	116 Etiwan Park Street Etiwan Park
NM06	118 Etiwan Park Street Etiwan Park
NM07	120 Etiwan Park Street Etiwan Park
NM08	124 Etiwan Park Street Etiwan Park
NM09	126 Etiwan Park Street Etiwan Park
NM10	128 Etiwan Park Street Etiwan Park
NM11	130 Etiwan Park Street Etiwan Park
NM12	132 Etiwan Park Street Etiwan Park
NM13	134 Etiwan Park Street Etiwan Park
NM14	136 Etiwan Park Street

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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

NM14	Etiwan Park
NM15	138 Etiwan Park Street
NM15	Etiwan Park
nm16	140 Etiwan Park Street
NM16	Etiwan Park
NM17	144 Etiwan Park Street
NM17	Etiwan Park
NM18	146 Etiwan Park Street
NM18	Etiwan Park
nm19	148 Etiwan Park Street
NM19	Etiwan Park
NM20	150 Etiwan Park Street
NM20	Etiwan Park
NM21	152 Etiwan Park Street
NM21	Etiwan Park
NM22	154 Etiwan Park Street
NM22	Etiwan Park
NM23	156 Etiwan Park Street
NM23	Etiwan Park
NM24	162 Etiwan Park Street
NM24	Etiwan Park
NM25	164 Etiwan Park Street
NM25	Etiwan Park
nm26	166 Etiwan Park Street
NM26	Etiwan Park
NM27	168 Etiwan Park Street
NM27	Etiwan Park
NM28	170 Etiwan Park Street
NM28	Etiwan Park
NM29	172 Etiwan Park Street
NM29	Etiwan Park
NM30	174 Etiwan Park Street
NM30	Etiwan Park
NN01	101 Bounty Street
NN01	Etiwan Park
NN02	103 Bounty Street
NN02	Etiwan Park

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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

NN03 105 Bounty Street
 NN03 Etiwan Park

NN04 107 Bounty Street
 NN04 Etiwan Park

NN05 109 Bounty Street
 NN05 Etiwan Park

NN06 111 Bounty Street
 NN06 Etiwan Park

NN07 113 Bounty Street
 NN07 Etiwan Park

NN08 115 Bounty Street
 NN08 Etiwan Park

NN09 117 Bounty Street
 NN09 Etiwan Park

NN10 119 Bounty Street
 NN10 Etiwan Park

OA01 100 Beresford Creek Street
 OA01 Codners Ferry Park

OA02 104 Beresford Creek Street
 OA02 Codners Ferry Park

OA03 108 Beresford Creek Street
 OA03 Codners Ferry Park

OA04 112 Beresford Creek Street
 OA04 Codners Ferry Park

OA05 116 Beresford Creek Street
 OA05 Codners Ferry Park

OA06 120 Beresford Creek Street
 OA06 Codners Ferry Park

OA07 124 Beresford Creek Street
 OA07 Codners Ferry Park

OA08 128 Beresford Creek Street
 OA08 Codners Ferry Park

OA09 132 Beresford Creek Street
 OA09 Codners Ferry Park

OA10 142 Beresford Creek Street
 OA10 Codners Ferry Park

OA11 146 Beresford Creek Street
 OA11 Codners Ferry Park

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Unit Unit Address

Lot/Bk % Ownership

QA12 150 Beresford Creek Street

QA12 Codners Ferry Park

QA13 154 Beresford Creek Street

QA13 Codners Ferry Park

oa14 158 Beresford Creek Street

QA14 Codners Ferry Park

QA15 162 Beresford Creek Street

QA15 Codners Ferry Park

QA16 166 Beresford Creek Street

QA16 Codners Ferry Park

QA17 170 Beresford Creek Street

QA17 Codners Ferry Park

QA18 174 Beresford Creek Street

QA18 Codners Ferry Park

QA19 178 Beresford Creek Street

QA19 Codners Ferry Park

oa20 182 Beresford Creek Street

QA20 Codners Ferry Park

oa21 186 Beresford Creek Street

QA21 Codners Ferry Park

QA22 190 Beresford Creek Street

QA22 Codners Ferry Park

QA23 194 Beresford Creek Street

QA23 Codners Ferry Park

QA24 198 Beresford Creek Street

QA24 Codners Ferry Park

QA25 202 Beresford Creek Street

QA25 Codners Ferry Park

QA26 206 Beresford Creek Street

QA26 Codners Ferry Park

QA27 210 Beresford Creek Street

QA27 Codners Ferry Park

QA28 216 Beresford Creek Street

QA28 Codners Ferry Park

QA29 220 Beresford Creek Street

QA29 Codners Ferry Park

QA30 224 Beresford Creek Street

QA30 Codners Ferry Park

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Unit Unit Address

Lot/Bk % Ownership

OA31 228 Beresford Creek Street

OA31 Codners Ferry Park

OA32 232 Beresford Creek Street

OA32 Codners Ferry Park

OA33 236 Beresford Creek Street

OA33 Codners Ferry Park

OA34 242 Beresford Creek Street

OA34 Codners Ferry Park

OA35 246 Beresford Creek Street

OA35 Codners Ferry Park

OA36 250 Beresford Creek Street

OA36 Codners Ferry Park

OA37 254 Beresford Creek Street

OA37 Codners Ferry Park

OA38 258 Beresford Creek Street

OA38 Codners Ferry Park

OA39 264 Beresford Creek Street

OA39 Codners Ferry Park

oa40 268 Beresford Creek Street

OA40 Codners Ferry Park

OA41 272 Beresford Creek Street

OA41 Codners Ferry Park

OA42 276 Beresford Creek Street

OA42 Codners Ferry Park

OA43 280 Beresford Creek Street

OA43 Codners Ferry Park

OA44 284 Beresford Creek Street

OA44 Codners Ferry Park

OA46 294 Beresford Creek Street

OA46 Codners Ferry Park

OA47 298 Beresford Creek Street

OA47 Codners Ferry Park

OA48 302 Beresford Creek Street

OA48 Codners Ferry Park

OA49 306 Beresford Creek Street

OA49 Codners Ferry Park

OA50 310 Beresford Creek Street

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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

OA50	Codners Ferry Park
OB01	192 Fairchild Street
OB01	Codners Ferry Park
OB02	107 Beresford Creek Street
OB02	Codners Ferry Park
OB03	111 Beresford Creek Street
OB03	Codners Ferry Park
OB04	115 Beresford Creek Street
OB04	Codners Ferry Park
OB05	119 Beresford Creek Street
OB05	Codners Ferry Park
OB06	123 Beresford Creek Street
OB06	Codners Ferry Park
OB07	127 Beresford Creek Street
OB07	Codners Ferry Park
OB08	133 Beresford Creek Street
OB08	Codners Ferry Park
OB09	139 Beresford Creek Street
OB09	Codners Ferry Park
OB10	145 Beresford Creek Street
OB10	Codners Ferry Park
OB11	126 Codner's Ferry Street
OB11	Codners Ferry Park
OB12	122 Codner's Ferry Street
OB12	Codners Ferry Park
OB13	118 Codner's Ferry Street
OB13	Codners Ferry Park
OB14	114 Codner's Ferry Street
OB14	Codners Ferry Park
OB15	110 Codner's Ferry Street
OB15	Codners Ferry Park
OB16	106 Codner's Ferry Street
OB16	Codners Ferry Park
OB17	102 Codner's Ferry Street
OB17	Codners Ferry Park
OB18	196 Fairchild Street
OB18	Codners Ferry Park
OC01	117 Codner's Ferry Street

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Unit Unit Address

Lot/Bk % Ownership

OC01 Codners Ferry Park

OC02 121 Codner's Ferry Street

OC02 Codners Ferry Park

OC03 153 Beresford Creek Street

OC03 Codners Ferry Park

OC04 157 Beresford Creek Street

OC04 Codners Ferry Park

OC05 161 Beresford Creek Street

OC05 Codners Ferry Park

OC06 122 Shipwright Street

OC06 Codners Ferry Park

oc08 112 Barnaby Street

OC08 Codners Ferry Park

OC09 110 Barnaby Street

OC09 Codners Ferry Park

OC10 108 Barnaby Street

OC10 Codners Ferry Park

OC11 106 Barnaby Street

OC11 Codners Ferry Park

OC12 104 Barnaby Street

OC12 Codners Ferry Park

OC13 102 Barnaby Street

OC13 Codners Ferry Park

oc14 100 Barnaby Street

OC14 Codners Ferry Park

OD01 111 Shipwright Street

OD01 Codners Ferry Park

OD02 113 Shipwright Street

OD02 Codners Ferry Park

OD03 115 Shipwright Street

OD03 Codners Ferry Park

OD04 117 Shipwright Street

OD04 Codners Ferry Park

OD05 119 Shipwright Street

OD05 Codners Ferry Park

OD06 123 Shipwright Street

OD06 Codners Ferry Park

OD07 118 Lucia Street

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DI-CA	Daniel Island Commun
130 River	Landing Drive
Unit	Unit Address
Lot/Bk	% Ownership
OD07	Codners Ferry Park
OD08	171 Beresford Creek Street
OD08	Codners Ferry Park
OD09	175 Beresford Creek Street
OD09	Codners Ferry Park
OD10	122 Lucia Street
OD10	Codners Ferry Park
OD11	167 Beresford Creek Street
OD11	Codners Ferry Park
OD12	114 Lucia Street
OD12	Codners Ferry Park
OD13	110 Lucia Street
OD13	Codners Ferry Park
OD14	106 Lucia Street
OD14	Codners Ferry Park
OD15	102 Lucia Street
OD15	Codners Ferry Park
OD17	105 Shipwright Street
OD17	Codners Ferry Park
OD18	107 Shipwright Street
OD18	Codners Ferry Park
OD19	109 Shipwright Street
OD19	Codners Ferry Park
OE01	101 Lucia Street
OE01	Codners Ferry Park
OE02	105 Lucia Street
OE02	Codners Ferry Park
OE03	109 Lucia Street
OE03	Codners Ferry Park
OE04	113 Lucia Street
OE04	Codners Ferry Park
OE05	117 Lucia Street
OE05	Codners Ferry Park
OE06	121 Lucia Street
OE06	Codners Ferry Park
OE07	181 Beresford Creek Street
OE07	Codners Ferry Park

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DI-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

OE08 185 Beresford Creek Street

OE08 Codners Ferry Park

OE09 189 Beresford Creek Street

OE09 Codners Ferry Park

oe10 193 Beresford Creek Street

OE10 Codners Ferry Park

OE11 128 Bellinger Street

OE11 Codners Ferry Park

oe12 124 Bellinger Street

OE12 Codners Ferry Park

OE13 120 Bellinger Street

OE13 Codners Ferry Park

OE14 116 Bellinger Street

OE14 Codners Ferry Park

OF01 118 Currier Street

OF01 Codners Ferry Park

OF02 116 Currier Street

OF02 Codners Ferry Park

of03 114 Currier Street

OF03 Codners Ferry Park

OF04 112 Currier Street

OF04 Codners Ferry Park

of05 110 Currier Street

OF05 Codners Ferry Park

of06 108 Currier Street

OF06 Codners Ferry Park

OF07 106 Currier Street

OF07 Codners Ferry Park

OF08 104 Currier Street

OF08 Codners Ferry Park

OF09 102 Currier Street

OF09 Codners Ferry Park

OF10 133 Bellinger Street

OF10 Codners Ferry Park

OF11 128 Bellinger Street

OF11 Codners Ferry Park

OF12 125 Bellinger Street

OF12 Codners Ferry Park

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DI-CA Daniel Island Commun
130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

OF13 121 Bellinger Street
OF13 Codners Ferry ParkOF14 117 Bellinger Street
OF14 Codners Ferry ParkOF15 111 Bellinger Street
OF15 Codners Ferry ParkOF16 107 Bellinger Street
OF16 Codners Ferry ParkOF17 103 Bellinger Street
OF17 Codners Ferry ParkOG01 197 Corn Planters Street
OG01 Codners Ferry ParkOG02 197 Fairchild Street
OG02 Codners Ferry ParkOG03 201 Fairchild Street
OG03 Codners Ferry ParkOG04 205 Fairchild Street
OG04 Codners Ferry ParkOG05 209 Fairchild Street
OG05 Codners Ferry ParkOG06 213 Fairchild Street
OG06 Codners Ferry ParkOG07 217 Fairchild Street
OG07 Codners Ferry ParkOG08 223 Fairchild Street
OG08 Codners Ferry ParkOG09 227 Fairchild Street
OG09 Codners Ferry ParkOG10 231 Fairchild Street
OG10 Codners Ferry ParkOG11 235 Fairchild Street
OG11 Codners Ferry ParkOG12 239 Fairchild Street
OG12 Codners Ferry ParkOG13 110 Bellinger Street
OG13 Codners Ferry ParkOG14 106 Bellinger Street
OG14 Codners Ferry Park

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DI-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

OG15 102 Bellinger Street

OG16 Codners Ferry Park

OG16 271 Beresford Creek Street

OG16 Codners Ferry Park

og17 275 Beresford Creek Street

OG17 Codners Ferry Park

OG18 279 Beresford Creek Street

OG18 Codners Ferry Park

og19 283 Beresford Creek Street

OG19 Codners Ferry Park

OG20 287 Beresford Creek Street

OG20 Codners Ferry Park

og21 291 Beresford Creek Street

OG21 Codners Ferry Park

OG22 295 Beresford Creek Street

OG22 Codners Ferry Park

OG23 299 Beresford Creek Street

OG23 Codners Ferry Park

OG24 301 Beresford Creek Street

OG24 Codners Ferry Park

OG25 305 Beresford Creek Street

OG25 Codners Ferry Park

OG26 307 Beresford Creek Street

OG26 Codners Ferry Park

OG27 311 Beresford Creek Street

OG27 Codners Ferry Park

OG28 193 Corn Planters Street

OG28 Codners Ferry Park

OG29 189 Corn Planters Street

OG29 Codners Ferry Park

OH01 194 Corn Planters Street

OH01 Codners Ferry Park

OH02 190 Corn Planters Street

OH02 Codners Ferry Park

OH03 186 Corn Planters Street

OH03 Codners Ferry Park

OH04 182 Corn Planters Street

OH04 Codners Ferry Park

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DI-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

OH05 178 Corn Planters Street

OH05 Codners Ferry Park

OH06 174 Corn Planters Street

OH06 Codners Ferry Park

SA01 6050 Grand Council Street

SA01 Center Park

sa02 6054 Grand Council Street

SA02 Center Park

sa03 6060 Grand Council Street

SA03 Center Park

sa04 6064 Grand Council Street

SA04 Center Park

SA05 6070 Grand Council Street

SA05 Center Park

TA01 1010 Blakeway Street

TA01 Center Park

TA02 1014 Blakeway Street

TA02 Center Park

TA03 1018 Blakeway Street

TA03 Center Park

TA04 1022 Blakeway Street

TA04 Center Park

TA05 1026 Blakeway Street

TA05 Center Park

TA06 1030 Blakeway Street

TA06 Center Park

TA07 1034 Blakeway Street

TA07 Center Park

ta08 1038 Blakeway Street

TA08 Center Park

TA09 1042 Blakeway Street

TA09 Center Park

TA10 1046 Blakeway Street

TA10 Center Park

TA11 1050 Blakeway Street

TA11 Center Park

TA12 1054 Blakeway Street

TA12 Center Park

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DI-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

TA13 1058 Blakeway Street
TA13 Center ParkTA14 1062 Blakeway Street
TA14 Center ParkTA15 1066 Blakeway Street
TA15 Center ParkTA16 1070 Blakeway Street
TA16 Center ParkTA17 1074 Blakeway Street
TA17 Center ParkTA18 1078 Blakeway Street
TA18 Center ParkTA19 1082 Blakeway Street
TA19 Center ParkTA20 1086 Blakeway Street
TA20 Center ParkTA21 1090 Blakeway Street
TA21 Center ParkTA22 1094 Blakeway Street
TA22 Center ParkTA23 1098 Blakeway Street
TA23 Center ParkTA24 1102 Blakeway Street
TA24 Center ParkTA25 1106 Blakeway Street
TA25 Center ParkTA26 1110 Blakeway Street
TA26 Center ParkTA27 1118 Blakeway Street
TA27 Center ParkTA28 1124 Blakeway Street
TA28 Center ParkTA29 1128 Blakeway Street
TA29 Center ParkTA30 1132 Blakeway Street
TA30 Center Park

TA31 1136 Blakeway Street

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DI-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

TA31	Center Park
TA32	1140 Blakeway Street Center Park
TA33	1144 Blakeway Street Center Park
TA34	1148 Blakeway Street Center Park
TA35	1152 Blakeway Street Center Park
TA36	1156 Blakeway Street Center Park
TA37	1160 Blakeway Street Center Park
TA38	1164 Blakeway Street Center Park
TA39	1168 Blakeway Street Center Park
TB01	1089 Blakeway Street Center Park
TB02	1085 Blakeway Street Center Park
TB03	1081 Blakeway Street Center Park
TB04	1077 Blakeway Street Center Park
TB05	1071 Blakeway Street Center Park
TB06	1067 Blakeway Street Center Park
TB07	1063 Blakeway Street Center Park
TB08	1059 Blakeway Street Center Park
TB09	1057 Blakeway Street Center Park
TB10	1025 Blakeway Street Center Park

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DI-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

TB11 1021 Blakeway Street

TB11 Center Park

TB12 1017 Blakeway Street

TB12 Center Park

TB13 7009 Schooner Street

TB13 Center Park

TB14 7013 Schooner Street

TB14 Center Park

TB15 7017 Schooner Street

TB15 Center Park

TB16 7021 Schooner Street

TB16 Center Park

TB17 7031 Schooner Street

TB17 Center Park

TB18 7039 Schooner Street

TB18 Center Park

TB19 7045 Schooner Street

TB19 Center Park

TB20 7049 Schooner Street

TB20 Center Park

TB21 7053 Schooner Street

TB21 Center Park

TB22 7057 Schooner Street

TB22 Center Park

TB23 7061 Schooner Street

TB23 Center Park

TB24 7065 Schooner Street

TB24 Center Park

TC01 1001 Blakeway Street

TC01 Center Park

TC02 969 Etiwan Park Street

TC02 Center Park

TC03 965 Etiwan Park Street

TC03 Center Park

TC04 961 Etiwan Park Street

TC04 Center Park

TC05 957 Etiwan Park Street

TC05 Center Park

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Property Unit Listing
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DI-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/BK % Ownership

TC06 1049 Barfield Street

TC06 Center Park

TC07 1047 Barfield Street

TC07 Center Park

TC08 1045 Barfield Street

TC08 Center Park

TC09 1043 Barfield Street

TC09 Center Park

TC10 1041 Barfield Street

TC10 Center Park

TC11 1037 Barfield Street

TC11 Center Park

TC12 6006 Grand Council Street

TC12 Center Park

TC13 6010 Grand Council Street

TC13 Center Park

TC14 6014 Grand Council Street

TC14 Center Park

TC15 6018 Grand Council Street

TC15 Center Park

TC16 6022 Grand Council Street

TC16 Center Park

TC17 6026 Grand Council Street

TC17 Center Park

TC18 6030 Grand Council Street

TC18 Center Park

TC19 1107 Blakeway Street

TC19 Center Park

TC20 1103 Blakeway Street

TC20 Center Park

TC21 1097 Blakeway Street

TC21 Center Park

TC22 7064 Schooner Street

TC22 Center Park

TC23 7060 Schooner Street

TC23 Center Park

TC24 7056 Schooner Street

TC24 Center Park

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DI-CA Daniel Island Commu

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

TC25 7052 Schooner Street
TC25 Center ParkTC26 7048 Schooner Street
TC26 Center ParkTC27 7044 Schooner Street
TC27 Center ParkTC28 7040 Schooner Street
TC28 Center ParkTC29 7036 Schooner Street
TC29 Center ParkTC30 7032 Schooner Street
TC30 Center ParkTC31 7028 Schooner Street
TC31 Center ParkTC32 7024 Schooner Street
TC32 Center Parktc33 7020 Schooner Street
TC33 Center ParkTC34 7016 Schooner Street
TC34 Center ParkTC35 7012 Schooner Street
TC35 Center Parktc36 7008 Schooner Street
TC36 Center Parktc37 1009 Blakeway Street
TC37 Center ParkTC38 1005 Blakeway Street
TC38 Center ParkTD01 1123 Blakeway Street
TD01 Center ParkTD02 1119 Blakeway Street
TD02 Center ParkTD03 1115 Blakeway Street
TD03 Center ParkTD04 6035 Grand Council Street
TD04 Center ParkTD05 6031 Grand Council Street
TD05 Center Park

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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

TD06 6027 Grand Council Street
TD06 Center ParkTD07 6023 Grand Council Street
TD07 Center ParkTD08 6019 Grand Council Street
TD08 Center ParkTD09 6015 Grand Council Street
TD09 Center ParkTD10 1035 Barfield Street
TD10 Center ParkTD11 1031 Barfield Street
TD11 Center ParkTD12 1029 Barfield Street
TD12 Center ParkTD13 5008 Despestre Street
TD13 Center ParkTD14 5012 Despestre Street
TD14 Center ParkTD15 5016 Despestre Street
TD15 Center ParkTD16 5020 Despestre Street
TD16 Center ParkTD17 5024 Despestre Street
TD17 Center ParkTE01 1137 Blakeway Street
TE01 Center ParkTE02 1133 Blakeway Street
TE02 Center ParkTE03 1129 Blakeway Street
TE03 Center ParkTE04 5029 Despestre Street
TE04 Center ParkTE05 5023 Despestre Street
TE05 Center ParkTE06 5019 Despestre Street
TE06 Center ParkTE07 5013 Despestre Street
TE07 Center Park

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DI-CA Daniel Island Communit
130 River Landing Drive
Unit Unit Address
Lot/Bk % Ownership

TE08	5009 Despestre Street
TE08	Center Park
TE09	1025 Barfield Street
TE09	Center Park
TE10	1023 Barfield Street
TE10	Center Park
TE11	1021 Barfield Street
TE11	Center Park
TE12	4006 Crown Pointe Street
TE12	Center Park
TE13	4010 Crown Pointe Street
TE13	Center Park
TE14	4014 Crown Pointe Street
TE14	Center Park
TE15	4018 Crown Pointe Street
TE15	Center Park
TE16	4022 Crown Pointe Street
TE16	Center Park
TE17	4026 Crown Pointe Street
TE17	Center Park
TE18	4030 Crown Pointe Street
TE18	Center Park
TF01	1151 Blakeway Street
TF01	Center Park
TF02	1147 Blakeway Street
TF02	Center Park
TF03	1143 Blakeway Street
TF03	Center Park
TF04	4025 Crown Pointe Street
TF04	Center Park
TF05	4021 Crown Pointe Street
TF05	Center Park
TF06	4017 Crown Pointe Street
TF06	Center Park
TF07	4013 Crown Pointe Street
TF07	Center Park
TF08	4009 Crown Pointe Street

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DI-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

TF08	Center Park
TF09	4005 Crown Pointe Street
TF09	Center Park
TF10	1017 Barfield Street
TF10	Center Park
TF11	1015 Barfield Street
TF11	Center Park
TF12	1013 Barfield Street
TF12	Center Park
TF13	3006 Baltimore Street
TF13	Center Park
TF14	3010 Baltimore Street
TF14	Center Park
TF15	3014 Baltimore Street
TF15	Center Park
TF16	3018 Baltimore Street
TF16	Center Park
TF17	3022 Baltimore Street
TF17	Center Park
TF18	3026 Baltimore Street
TF18	Center Park
TF19	3030 Baltimore Street
TF19	Center Park
TF20	3034 Baltimore Street
TF20	Center Park
TF21	3038 Baltimore Street
TF21	Center Park
TG01	1169 Blakeway Street
TG01	Center Park
TG02	1165 Blakeway Street
TG02	Center Park
TG03	1159 Blakeway Street
TG03	Center Park
TG04	3039 Baltimore Street
TG04	Center Park
TG05	3035 Baltimore Street
TG05	Center Park
TG06	3031 Baltimore Street

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DI-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

TG06	Center Park
TG07	3027 Baltimore Street
TG07	Center Park
TG08	3023 Baltimore Street
TG08	Center Park
TG09	3017 Baltimore Street
TG09	Center Park
tg10	3013 Baltimore Street
TG10	Center Park
TG11	3009 Baltimore Street
TG11	Center Park
TG12	3005 Baltimore Street
TG12	Center Park
TG13	1009 Barfield Street
TG13	Center Park
TG14	1005 Barfield Street
TG14	Center Park
TG15	1001 Barfield Street
TG15	Center Park
TG16	2006 Pierce Street
TG16	Center Park
TG17	2010 Pierce Street
TG17	Center Park
TG18	2014 Pierce Street
TG18	Center Park
TG19	2018 Pierce Street
TG19	Center Park
TG20	2022 Pierce Street
TG20	Center Park
TG21	2026 Pierce Street
TG21	Center Park
tg22	2030 Pierce Street
TG22	Center Park
TG23	2034 Pierce Street
TG23	Center Park
TG24	2038 Pierce Street
TG24	Center Park
TG25	2042 Pierce Street

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DI-CA Daniel Island Commu

130 River Landing Drive

Unit Unit Address

Lot/Bk: % Ownership

TG25 Center Park

TG26 2046 Pierce Street

TG26 Center Park

UA01 2205 Daniel Island Drive

UA01 Center Park

UA02 2209 Daniel Island Drive

UA02 Center Park

UA03 2213 Daniel Island Drive

UA03 Center Park

UA04 1081 Barfield Street

UA04 Center Park

UA05 1079 Barfield Street

UA05 Center Park

UA06 1077 Barfield Street

UA06 Center Park

UA07 1075 Barfield Street

UA07 Center Park

UA08 1073 Barfield Street

UA08 Center Park

ua09 1071 Barfield Street

UA09 Center Park

UA10 1069 Barfield Street

UA10 Center Park

UA11 1067 Barfield Street

UA11 Center Park

UA12 1065 Barfield Street

UA12 Center Park

UA13 1063 Barfield Street

UA13 Center Park

UA14 1061 Barfield Street

UA14 Center Park

UA15 1057 Barfield Street

UA15 Center Park

UA16 964 Eliwan Park Street

UA16 Center Park

UA17 968 Eliwan Park Street

UA17 Center Park

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Property Unit Listing
 Daniel Island Commun
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Unit	Address
DI-GA Daniel Island Commun	130 River Landing Drive
Unit	Unit Address
Lot/Bk	% Ownership
UA18	972 Etiwan Park Street
UA18	Center Park
UA19	976 Etiwan Park Street
UA19	Center Park
UA20	980 Etiwan Park Street
UA20	Center Park
UB01	2217 Daniel Island Drive
UB01	Center Park
UB02	2221 Daniel Island Drive
UB02	Center Park
UB03	1088 Barfield Street
UB03	Center Park
UB04	1084 Barfield Street
UB04	Center Park
UB05	1080 Barfield Street
UB05	Center Park
UB06	1076 Barfield Street
UB06	Center Park
UB07	1072 Barfield Street
UB07	Center Park
UB08	1068 Barfield Street
UB08	Center Park
ub09	1064 Barfield Street
UB09	Center Park
UB10	954 Crossing Street
UB10	Center Park
UB11	950 Crossing Street
UB11	Center Park
UB12	946 Crossing Street
UB12	Center Park
UB13	944 Crossing Street
UB13	Center Park
ub14	836 Center Park Street
UB14	Center Park
UB15	831 Center Park Street
UB15	Center Park
UB16	829 Center Park Street
UB16	Center Park

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Property Unit Listing
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DI-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

UB17 827 Center Park Street
 UB17 Center Park

ub18 825 Center Park Street
 UB18 Center Park

UB19 821 Center Park Street
 UB19 Center Park

UB20 819 Center Park Street
 UB20 Center Park

UB21 817 Center Park Street
 UB21 Center Park

UB22 813 Center Park Street
 UB22 Center Park

UB23 811 Center Park Street
 UB23 Center Park

ub24 809 Center Park Street
 UB24 Center Park

UB25 807 Center Park Street
 UB25 Center Park

UB26 805 Center Park Street
 UB26 Center Park

UB27 803 Center Park Street
 UB27 Center Park

UB28 801 Center Park Street
 UB28 Center Park

UC09 873 Center Park Street
 UC09 Center Park

UC10 871 Center Park Street
 UC10 Center Park

UC11 869 Center Park Street
 UC11 Center Park

uc12 867 Center Park Street
 UC12 Center Park

UC13 865 Center Park Street
 UC13 Center Park

UC14 863 Center Park Street
 UC14 Center Park

UC15 861 Center Park Street
 UC15 Center Park

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DI-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

uc16 667 Center Park Street
UC16 Center Park

UC17 855 Center Park Street
UC17 Center Park

uc18 853 Center Park Street
UC18 Center Park

uc19 849 Center Park Street
UC19 Center Park

UC1A 2275 Daniel Island Drive
UC1A Center Park

UC1B 2273 Daniel Island Drive
UC1B Center Park

UC1C 2271 Daniel Island Drive
UC1C Center Park

uc20 847 Center Park Street
UC20 Center Park

UC21 845 Center Park Street
UC21 Center Park

UC22 843 Center Park Street
UC22 Center Park

UC23 841 Center Park Street
UC23 Center Park

UC24 938 Etiwan Park Street
UC24 Center Park

UC25 936 Etiwan Park Street
UC25 Center Park

UC26 934 Etiwan Park Street

UC26 Center Park

UC27 932 Etiwan Park Street
UC27 Center Park

uc28 930 Etiwan Park Street
UC28 Center Park

UC29 928 Etiwan Park Street
UC29 Center Park

UC2A 2269 Daniel Island Drive
UC2A Center Park

UC2B 2267 Daniel Island Drive

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Property Unit Listing
Daniel Island Communi
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DI CA	Daniel Island Commun
130 River Landing Drive	
Unit	Unit Address
Lot/Bk	% Ownership
UC2B	Center Park
UC2C	2263 Daniel Island Drive
UC2C	Center Park
UC30	926 Etiwan Park Street
UC30	Center Park
UC31	1920 Mahone Court
UC31	Center Park
UC32	1918 Mahone Court
UC32	Center Park
UC33	1916 Mahone Court
UC33	Center Park
UC34	1914 Mahone Court
UC34	Center Park
UC35	1912 Mahone Court
UC35	Center Park
uc36	1908 Mahone Court
UC36	Center Park
UC37	1974 Pierce Street
UC37	Center Park
UC38	1970 Pierce Street
UC38	Center Park
UC3A	2261 Daniel Island Drive
UC3A	Center Park
UC3B	2259 Daniel Island Drive
UC3B	Center Park
UC3C	2257 Daniel Island Drive
UC3C	Center Park
UC4A	2253 Daniel Island Drive
UC4A	Center Park
UC4B	2251 Daniel Island Drive
UC4B	Center Park
UC4C	2249 Daniel Island Drive
UC4C	Center Park
UC5A	2247 Daniel Island Drive
UC5A	Center Park
UC5B	2243 Daniel Island Drive
UC5B	Center Park
UC5C	2241 Daniel Island Drive

Property Unit Listing
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Unit	Unit Address	% Ownership
DI-CA	Daniel Island Commun 130 River Landing Drive	
UC5C	Center Park	
UC6A	2239 Daniel Island Drive	
UC6A	Center Park	
UC6B	2237 Daniel Island Drive	
UC6B	Center Park	
UC7A	2233 Daniel Island Drive	
UC7A	Center Park	
UC7B	2231 Daniel Island Drive	
UC7B	Center Park	
UC8A	2229 Daniel Island Drive	
UC8A	Center Park	
UC8B	2227 Daniel Island Drive	
UC8B	Center Park	
UD01	949 Etiwan Park Street	
UD01	Center Park	
UD02	945 Etiwan Park Street	
UD02	Center Park	
UD03	941 Etiwan Park Street	
UD03	Center Park	
UD04	937 Etiwan Park Street	
UD04	Center Park	
UD05	935 Etiwan Park Street	
UD05	Center Park	
UD06	933 Etiwan Park Street	
UD06	Center Park	
UD07	931 Etiwan Park Street	
UD07	Center Park	
UD08	929 Etiwan Park Street	
UD08	Center Park	
UD09	927 Etiwan Park Street	
UD09	Center Park	
UD10	925 Etiwan Park Street	
UD10	Center Park	
UD11	923 Etiwan Park Street	
UD11	Center Park	
UD12	921 Etiwan Park Street	
UD12	Center Park	
UD13	919 Etiwan Park Street	

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Property Unit Listing
Daniel Island Commun
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DI-CA Daniel Island Commun

130 River Landing Drive

Unit	Unit Address
UD13	Center Park
UD14	917 Etiwan Park Street Center Park
UD15	915 Etiwan Park Street Center Park
UD16	913 Etiwan Park Street Center Park
UD17	911 Etiwan Park Street Center Park
UD18	1978 Pierce Street Center Park
UD19	1900 Pierce Street Center Park
UD20	1984 Pierce Street Center Park
UD21	1988 Pierce Street Center Park
UD22	1992 Pierce Street Center Park
UD23	1996 Pierce Street Center Park
UD24	1004 Barfield Street Center Park
UD25	1006 Barfield Street Center Park
UD26	1008 Barfield Street Center Park
UD27	1010 Barfield Street Center Park
UD28	1012 Barfield Street Center Park
UD29	1014 Barfield Street Center Park
UD30	1016 Barfield Street Center Park
UD31	1018 Barfield Street Center Park

Lot/Bk	% Ownership
UD13	Center Park
UD14	917 Etiwan Park Street Center Park
UD15	915 Etiwan Park Street Center Park
UD16	913 Etiwan Park Street Center Park
UD17	911 Etiwan Park Street Center Park
UD18	1978 Pierce Street Center Park
UD19	1900 Pierce Street Center Park
UD20	1984 Pierce Street Center Park
UD21	1988 Pierce Street Center Park
UD22	1992 Pierce Street Center Park
UD23	1996 Pierce Street Center Park
UD24	1004 Barfield Street Center Park
UD25	1006 Barfield Street Center Park
UD26	1008 Barfield Street Center Park
UD27	1010 Barfield Street Center Park
UD28	1012 Barfield Street Center Park
UD29	1014 Barfield Street Center Park
UD30	1016 Barfield Street Center Park
UD31	1018 Barfield Street Center Park

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DI-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

UD32 1020 Barfield Street
 UD32 Center Park

UD33 1022 Barfield Street
 UD33 Center Park

UD34 1024 Barfield Street
 UD34 Center Park

UD35 1026 Barfield Street
 UD35 Center Park

UD36 1030 Barfield Street
 UD36 Center Park

UD37 1034 Barfield Street
 UD37 Center Park

UD38 1036 Barfield Street
 UD38 Center Park

UD39 1038 Barfield Street
 UD39 Center Park

UD40 1040 Barfield Street
 UD40 Center Park

UD41 1042 Barfield Street
 UD41 Center Park

VA01 2210 Daniel Island Drive
 VA01 Barfield Park

VA02 2212 Daniel Island Drive
 VA02 Barfield Park

VA03 2214 Daniel Island Drive
 VA03 Barfield Park

VA04 1095 Barfield Street
 VA04 Barfield Park

VA05 1097 Barfield Street
 VA05 Barfield Park

VA06 1099 Barfield Street
 VA06 Barfield Park

VA07 1101 Barfield Street
 VA07 Barfield Park

VA08 1103 Barfield Street
 VA08 Barfield Park

VA09 1105 Barfield Street
 VA09 Barfield Park

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Property Unit Listing
 Daniel Island Commun
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DI-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

va10	1107 Barfield Street
VA10	Barfield Park
VA11	1109 Barfield Street
VA11	Barfield Park
VA12	1111 Barfield Street
VA12	Barfield Park
VA13	1115 Barfield Street
VA13	Barfield Park
VA14	1119 Barfield Street
VA14	Barfield Park
VA15	1125 Barfield Street
VA15	Barfield Park
VB01	2230 Daniel Island Drive
VB01	Barfield Park
vb02	2228 Daniel Island Drive
VB02	Barfield Park
VB03	2226 Daniel Island Drive
VB03	Barfield Park
VB04	2224 Daniel Island Drive
VB04	Barfield Park
VB05	2222 Daniel Island Drive
VB05	Barfield Park
vb06	2220 Daniel Island Drive
VB06	Barfield Park
VB07	2218 Daniel Island Drive
VB07	Barfield Park
VB08	1098 Barfield Street
VB08	Barfield Park
VB09	1100 Barfield Street
VB09	Barfield Park
VB10	1102 Barfield Street
VB10	Barfield Park
vb11	1106 Barfield Street
VB11	Barfield Park
VB12	1108 Barfield Street
VB12	Barfield Park
VB13	1114 Barfield Street
VB13	Barfield Park

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Property Unit Listing
 Daniel Island Commun
 03/12/2018

DI-CA Daniel Island Commun
 130 River Landing Drive
 Unit Unit Address
 Lot/Bk % Ownership

vb14	1118 Barfield Street
VB14	Barfield Park
VB15	1120 Barfield Street
VB15	Barfield Park
VB16	1122 Barfield Street
VB16	Barfield Park
vb17	1124 Barfield Street
VB17	Barfield Park
VB19	1323 Elfe Street
VB19	Barfield Park
VB20	1321 Elfe Street
VB20	Barfield Park
VB21	1319 Elfe Street
VB21	Barfield Park
VB22	1317 Elfe Street
VB22	Barfield Park
VB23	1315 Elfe Street
VB23	Barfield Park
VB24	1313 Elfe Street
VB24	Barfield Park
VB25	1311 Elfe Street
VB25	Barfield Park
VB26	1309 Elfe Street
VB26	Barfield Park
VB27	1307 Elfe Street
VB27	Barfield Park
VB28	1305 Elfe Street
VB28	Barfield Park
VB29	1303 Elfe Street
VB29	Barfield Park
VB30	1301 Elfe Street
VB30	Barfield Park
VC01	2248 Daniel Island Drive
VC01	Barfield Park
VC02	2246 Daniel Island Drive
VC02	Barfield Park
VC03	2244 Daniel Island Drive

Property Unit Listing
Daniel Island Commun
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DI-CA Daniel Island Commun

130 River Landing Drive
Unit Unit Address

Lot/Bk % Ownership

VC03	Barfield Park
VC04	2242 Daniel Island Drive
VC04	Barfield Park
VC05	2240 Daniel Island Drive
VC05	Barfield Park
vc06	2238 Daniel Island Drive
VC06	Barfield Park
VC07	2236 Daniel Island Drive
VC07	Barfield Park
vc08	2234 Daniel Island Drive
VC08	Barfield Park
vc09	1415 Elfe Street
VC09	Barfield Park
VC10	1413 Elfe Street
VC10	Barfield Park
VC11	1411 Elfe Street
VC11	Barfield Park
VC12	1409 Elfe Street
VC12	Barfield Park
VC13	1407 Elfe Street
VC13	Barfield Park
vc14	1405 Elfe Street
VC14	Barfield Park
VC15	1403 Elfe Street
VC15	Barfield Park
VC16	1401 Elfe Street
VC16	Barfield Park
VD01	1400 Elfe Street
VD01	Barfield Park
VD02	1402 Elfe Street
VD02	Barfield Park
VD03	1404 Elfe Street
VD03	Barfield Park
VD04	1406 Elfe Street
VD04	Barfield Park
VD05	1408 Elfe Street
VD05	Barfield Park

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Property Unit Listing
Daniel Island Commun
03/12/2018

DS-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk: % Ownership

VD06	1410 Elfe Street
VD06	Barfield Park
VD07	1412 Elfe Street
VD07	Barfield Park
VD08	1414 Elfe Street
VD08	Barfield Park
VD09	1418 Elfe Street
VD09	Barfield Park
VD10	1418 Elfe Street
VD10	Barfield Park
VD12	1128 Barfield Street
VD12	Barfield Park
VD13	1130 Barfield Street
VD13	Barfield Park
VD14	1132 Barfield Street
VD14	Barfield Park
VD15	1134 Barfield Street
VD15	Barfield Park
VD16	1136 Barfield Street
VD16	Barfield Park
VD17	1138 Barfield Street
VD17	Barfield Park
VD18	1140 Barfield Street
VD18	Barfield Park
VD19	1142 Barfield Street
VD19	Barfield Park
VD20	1144 Barfield Street
VD20	Barfield Park
VD21	1146 Barfield Street
VD21	Barfield Park
VD22	1148 Barfield Street
VD22	Barfield Park
VD23	1152 Barfield Street
VD23	Barfield Park
VE01	2276 Daniel Island Drive
VE01	Barfield Park
VE02	2274 Daniel Island Drive
VE02	Barfield Park

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Property Unit Listing
 Daniel Island Commn
 03/12/2018

DI-CA Daniel Island Commn

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

VE03 2272 Daniel Island Drive
 VE03 Barfield Park

ve04 2270 Daniel Island Drive
 VE04 Barfield Park

VE05 2262 Daniel Island Drive
 VE05 Barfield Park

VE06 2260 Daniel Island Drive
 VE06 Barfield Park

VE07 2258 Daniel Island Drive
 VE07 Barfield Park

VE08 2254 Daniel Island Drive
 VE08 Barfield Park

VE09 2252 Daniel Island Drive
 VE09 Barfield Park

ve10 1115 Thrower Street
 VE10 Barfield Park

VE11 1119 Thrower Street
 VE11 Barfield Park

VE12 1121 Thrower Street
 VE12 Barfield Park

VE13 1127 Thrower Street
 VE13 Barfield Park

VE14 1129 Thrower Street
 VE14 Barfield Park

VE15 1131 Thrower Street
 VE15 Barfield Park

VE16 1133 Thrower Street
 VE16 Barfield Park

VE17 1135 Thrower Street
 VE17 Barfield Park

VE18 1141 Thrower Street
 VE18 Barfield Park

VE19 1143 Thrower Street
 VE19 Barfield Park

VE20 1160 Barfield Street
 VE20 Barfield Park

VE21 1162 Barfield Street

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Property Unit Listing
 Daniel Island Commun
 03/12/2018

DI-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

VE21	Barfield Park
VE22	1184 Barfield Street
VE22	Barfield Park
VE23	1168 Barfield Street
VE23	Barfield Park
VE24	1174 Barfield Street
VE24	Barfield Park
VE25	1176 Barfield Street
VE25	Barfield Park
VE26	1178 Barfield Street
VE26	Barfield Park
VE28	1186 Barfield Street
VE28	Barfield Park
ve29	1188 Barfield Street
VE29	Barfield Park
VE30	1190 Barfield Street
VE30	Barfield Park
VE31	1917 Pierce Street
VE31	Barfield Park
ve32	1919 Pierce Street
VE32	Barfield Park
VE33	1921 Pierce Street
VE33	Barfield Park
VE34	1923 Pierce Street
VE34	Barfield Park
VE35	1929 Pierce Street
VE35	Barfield Park
VE36	1931 Pierce Street
VE36	Barfield Park
ve37	1933 Pierce Street
VE37	Barfield Park
VE38	1935 Pierce Street
VE38	Barfield Park
VE39	1937 Pierce Street
VE39	Barfield Park
VE40	1941 Pierce Street
VE40	Barfield Park
VE41	1943 Pierce Street

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Property Unit Listing
 Daniel Island Commun
 03/12/2018

DI-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

Unit	Address	Lot/Bk	% Ownership
VE41	Barfield Park		
VE4A	2268 Daniel Island Drive		
VE4A	Barfield Park		
VF01	1899 Pierce Street		
VF01	Pierce Park		
vf02	1897 Pierce Street		
VF02	Pierce Park		
VF03	1895 Pierce Street		
VF03	Pierce Park		
VF04	1893 Pierce Street		
VF04	Pierce Park		
VF05	1889 Pierce Street		
VF05	PrcPrk-Marshwalk TH		
VF06	1887 Pierce Street		
VF06	Pierce Park		
VF07	1885 Pierce Street		
VF07	Pierce Park		
VF08	1881 Pierce Street		
VF08	Pierce Park		
VF09	1879 Pierce Street		
VF09	Pierce Park		
VF10	1877 Pierce Street		
VF10	Pierce Park		
VF11	1875 Pierce Street		
VF11	Pierce Park		
VF12	1871 Pierce Street		
VF12	Pierce Park		
vf13	1869 Pierce Street		
VF13	Pierce Park		
VF14	1867 Pierce Street		
VF14	Pierce Park		
VF15	1863 Pierce Street		
VF15	Pierce Park		
VF16	1861 Pierce Street		
VF16	Pierce Park		
VF17	1859 Pierce Street		
VF17	Pierce Park		

Property Unit Listing
Daniel Island Commun
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DI-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

VF18 1857 Pierce Street

VF18 Pierce Park

VG01 1898 Pierce Street

VG01 Pierce Park

VG02 1896 Pierce Street

VG02 Pierce Park

VG03 1894 Pierce Street

VG03 Pierce Park

VG04 1892 Pierce Street

VG04 Pierce Park

VG05 1890 Pierce Street

VG05 Pierce Park

vg06 1886 Pierce Street

VG06 Pierce Park

VG07 1884 Pierce Street

VG07 Pierce Park

VG08 1882 Pierce Street

VG08 Pierce Park

VG09 1880 Pierce Street

VG09 Pierce Park

VG10 1874 Pierce Street

VG10 Pierce Park

VG11 1872 Pierce Street

VG11 Pierce Park

VG12 1870 Pierce Street

VG12 Pierce Park

vg13 1868 Pierce Street

VG13 Pierce Park

VG14 1864 Pierce Street

VG14 Pierce Park

VG15 1860 Pierce Street

VG15 Pierce Park

VG16 1858 Pierce Street

VG16 Pierce Park

VG17 1856 Pierce Street

VG17 Pierce Park

VG18 1854 Pierce Street

VG18 Pierce Park

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Property Unit Listing
Daniel Island Commun
03/12/2018

DI-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

VG19 1852 Pierce Street
VG19 Pierce ParkVG20 1850 Pierce Street
VG20 Pierce ParkVG21 1620 Bullfine Street
VG21 Pierce ParkVG22 1616 Bullfine Street
VG22 Pierce Parkvg23 1612 Bullfine Street
VG23 Pierce ParkVG24 1608 Bullfine Street
VG24 Pierce Parkvg25 1604 Bullfine Street
VG25 Pierce ParkVG26 1600 Bullfine Street
VG26 Pierce ParkVG27 2320 Daniel Island Drive
VG27 Pierce ParkVG28 2318 Daniel Island Drive
VG28 Pierce ParkVG29 2316 Daniel Island Drive
VG29 Pierce ParkVG30 2314 Daniel Island Drive
VG30 Pierce ParkVG31 2312 Daniel Island Drive
VG31 Pierce ParkVG32 2308 Daniel Island Drive
VG32 Pierce ParkVG33 2306 Daniel Island Drive
VG33 Pierce ParkVG34 2304 Daniel Island Drive
VG34 Pierce ParkVG35 2302 Daniel Island Drive
VG35 Pierce ParkVG36 2300 Daniel Island Drive
VG36 Pierce ParkVG37 1601 Jenys Street
VG37 Pierce Park

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Property Unit Listing
Daniel Island Commun
03/12/2018

DI-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

VG38	1503 Jenys Street
VG38	Pierce Park
vg39	1505 Jenys Street
VG39	Pierce Park
VG40	1507 Jenys Street
VG40	Pierce Park
vg41	1509 Jenys Street
VG41	Pierce Park
VG42	1513 Jenys Street
VG42	Pierce Park
VG43	1515 Jenys Street
VG43	Pierce Park
VG44	1517 Jenys Street
VG44	Pierce Park
VG45	1519 Jenys Street
VG45	Pierce Park
VH01	2348 Daniel Island Drive
VH01	Pierce Park
VH02	2346 Daniel Island Drive
VH02	Pierce Park
VH03	2344 Daniel Island Drive
VH03	Pierce Park
VH04	2340 Daniel Island Drive
VH04	Pierce Park
VH05	2338 Daniel Island Drive
VH05	Pierce Park
VH06	2336 Daniel Island Drive
VH06	Pierce Park
VH07	2332 Daniel Island Drive
VH07	Pierce Park
VH08	2330 Daniel Island Drive
VH08	Pierce Park
vh09	2328 Daniel Island Drive
VH09	Pierce Park
VH10	2326 Daniel Island Drive
VH10	Pierce Park
VH11	2324 Daniel Island Drive
VH11	Pierce Park

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Property Unit Listing
Daniel Island Commun
03/12/2018

DI-CA Daniel Island Commun
130 River Landing Drive
Unit Unit Address
Lot/Bk % Ownership

VH12	1601 Bulline Street
VH12	Pierce Park
VH13	1605 Bulline Street
VH13	Pierce Park
vh14	1609 Bulline Street
VH14	Pierce Park
VH15	1613 Bulline Street
VH15	Pierce Park
VH16	1617 Bulline Street
VH16	Pierce Park
VH17	1621 Bulline Street
VH17	Pierce Park
VH18	1846 Pierce Street
VH18	Pierce Park
VH19	1844 Pierce Street
VH19	Pierce Park
VH20	1842 Pierce Street
VH20	Pierce Park
VH21	1840 Pierce Street
VH21	Pierce Park
VH22	1838 Pierce Street
VH22	Pierce Park
VH23	1834 Pierce Street
VH23	Pierce Park
VH24	1832 Pierce Street
VH24	Pierce Park
VH25	1830 Pierce Street
VH25	Pierce Park
VH26	1828 Pierce Street
VH26	Pierce Park
VH27	1824 Pierce Street
VH27	Pierce Park
VH28	1822 Pierce Street
VH28	Pierce Park
VH29	1720 Goldridge Street
VH29	Pierce Park
VH30	1716 Goldridge Street

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Property Unit Listing
 Daniel Island Commun
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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

Unit	Address
VH30	Pierce Park
VH31	1712 Doldridge Street
VH31	Pierce Park
VH32	1708 Doldridge Street
VH32	Pierce Park
VH33	1704 Doldridge Street
VH33	Pierce Park
VH34	1700 Doldridge Street
VH34	Pierce Park
VI01	2374 Daniel Island Drive
VI01	Pierce Park
VI02	2372 Daniel Island Drive
VI02	Pierce Park
VI03	2370 Daniel Island Drive
VI03	Pierce Park
VI04	2368 Daniel Island Drive
VI04	Pierce Park
VI05	2366 Daniel Island Drive
VI05	Pierce Park
VI07	2360 Daniel Island Drive
VI07	Pierce Park
VI08	2358 Daniel Island Drive
VI08	Pierce Park
VI09	2358 Daniel Island Drive
VI09	Pierce Park
VI10	2354 Daniel Island Drive
VI10	Pierce Park
VI11	2352 Daniel Island Drive
VI11	Pierce Park
VI12	1701 Doldridge Street
VI12	Pierce Park
VI13	1705 Doldridge Street
VI13	Pierce Park
VI14	1709 Doldridge Street
VI14	Pierce Park
VI15	1713 Doldridge Street
VI15	Pierce Park
VI16	1717 Doldridge Street

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Property Unit Listing
 Daniel Island Communi
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DI-CA Daniel Island Communi
 130 River Landing Drive

Unit	Unit Address
VI16	Pierce Park
VI17	1721 Doldridge Street Pierce Park
VI18	1818 Pierce Street Pierce Park
VI19	1816 Pierce Street Pierce Park
VI20	1814 Pierce Street Pierce Park
VI21	1812 Pierce Street Pierce Park
VI22	1810 Pierce Street Pierce Park
VI23	1802 Pierce Street Pierce Park
VI24	1800 Pierce Street Pierce Park
VI25	1798 Pierce Street Pierce Park
VI26	1796 Pierce Street Pierce Park
VI27	1794 Pierce Street Pierce Park
VI28	1820 Beekman Street Pierce Park
VI29	1816 Beekman Street Pierce Park
VI30	1812 Beekman Street Pierce Park
VI31	1808 Beekman Street Pierce Park
VI32	1804 Beekman Street Pierce Park
VI33	1800 Beekman Street Pierce Park
XA01	8001 Gibbon Street Center Park
XA02	8005 Gibbon Street

Lot/Bk	% Ownership
VI16	Pierce Park
VI17	1721 Doldridge Street Pierce Park
VI18	1818 Pierce Street Pierce Park
VI19	1816 Pierce Street Pierce Park
VI20	1814 Pierce Street Pierce Park
VI21	1812 Pierce Street Pierce Park
VI22	1810 Pierce Street Pierce Park
VI23	1802 Pierce Street Pierce Park
VI24	1800 Pierce Street Pierce Park
VI25	1798 Pierce Street Pierce Park
VI26	1796 Pierce Street Pierce Park
VI27	1794 Pierce Street Pierce Park
VI28	1820 Beekman Street Pierce Park
VI29	1816 Beekman Street Pierce Park
VI30	1812 Beekman Street Pierce Park
VI31	1808 Beekman Street Pierce Park
VI32	1804 Beekman Street Pierce Park
VI33	1800 Beekman Street Pierce Park
XA01	8001 Gibbon Street Center Park
XA02	8005 Gibbon Street

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DI-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

XA02	Center Park
xa03	8009 Gibbon Street
XA03	Center Park
XA04	8013 Gibbon Street
XA04	Center Park
XA05	8017 Gibbon Street
XA05	Center Park
XA06	8021 Gibbon Street
XA06	Center Park
xa07	8025 Gibbon Street
XA07	Center Park
XA08	8029 Gibbon Street
XA08	Center Park
XA09	8033 Gibbon Street
XA09	Center Park
xa10	8037 Gibbon Street
XA10	Center Park
XA11	8041 Gibbon Street
XA11	Center Park
XA12	8047 Gibbon Street
XA12	Center Park
XA13	8051 Gibbon Street
XA13	Center Park
xa14	8055 Gibbon Street
XA14	Center Park
XA15	8059 Gibbon Street
XA15	Center Park
XA16	8063 Gibbon Street
XA16	Center Park
XB01	5116 Grand Council Street
XB01	Center Park
XB02	5120 Grand Council Street
XB02	Center Park
XB03	5115 Grand Council Street
XB03	Center Park
XB04	7836 Farr Street
XB04	Center Park

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Property Unit Listing
 Daniel Island Commuon
 03/12/2018

DI CA Daniel Island Commuon

130 River Landing Drive

Unit	Unit Address
XB05	7840 Farr Street
XB05	Center Park
XB06	7844 Farr Street
XB06	Center Park
XB07	7848 Farr Street
XB07	Center Park
XB08	7852 Farr Street
XB08	Center Park
XB09	7856 Farr Street
XB09	Center Park
XB10	7860 Farr Street
XB10	Center Park
XB11	7864 Farr Street
XB11	Center Park
XB12	7870 Farr Street
XB12	Center Park
XB13	7874 Farr Street
XB13	Center Park
XB14	7882 Farr Street
XB14	Center Park
XB15	7886 Farr Street
XB15	Center Park
xc01	6075 Grand Council Street
XC01	Center Park
XC02	6071 Grand Council Street
XC02	Center Park
XC03	6067 Grand Council Street
XC03	Center Park
XC04	6063 Grand Council Street
XC04	Center Park
XC05	6059 Grand Council Street
XC05	Center Park
XC06	6055 Grand Council Street
XC06	Center Park
XC07	6051 Grand Council Street
XC07	Center Park
xc08	9002 Merchant Street
XC08	Center Park

Lot/Bk	% Ownership
XB05	7840 Farr Street
XB05	Center Park
XB06	7844 Farr Street
XB06	Center Park
XB07	7848 Farr Street
XB07	Center Park
XB08	7852 Farr Street
XB08	Center Park
XB09	7856 Farr Street
XB09	Center Park
XB10	7860 Farr Street
XB10	Center Park
XB11	7864 Farr Street
XB11	Center Park
XB12	7870 Farr Street
XB12	Center Park
XB13	7874 Farr Street
XB13	Center Park
XB14	7882 Farr Street
XB14	Center Park
XB15	7886 Farr Street
XB15	Center Park
xc01	6075 Grand Council Street
XC01	Center Park
XC02	6071 Grand Council Street
XC02	Center Park
XC03	6067 Grand Council Street
XC03	Center Park
XC04	6063 Grand Council Street
XC04	Center Park
XC05	6059 Grand Council Street
XC05	Center Park
XC06	6055 Grand Council Street
XC06	Center Park
XC07	6051 Grand Council Street
XC07	Center Park
xc08	9002 Merchant Street
XC08	Center Park

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Property Unit Listing
Daniel Island Commun
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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

xc09 9006 Merchant Street
XC09 Center ParkXC10 9010 Merchant Street
XC10 Center Parkxc11 9014 Merchant Street
XC11 Center ParkXC12 9018 Merchant Street
XC12 Center ParkXC13 9022 Merchant Street
XC13 Center ParkXD01 9021 Merchant Street
XD01 Center ParkXD02 9017 Merchant Street
XD02 Center Parkxd03 9013 Merchant Street
XD03 Center ParkXD04 9009 Merchant Street
XD04 Center ParkXD05 9005 Merchant Street
XD05 Center ParkXD06 9001 Merchant Street
XD06 Center Parkxd07 8034 Gibbon Street
XD07 Center ParkXD08 8040 Gibbon Street
XD08 Center Parkxd09 3011 Viscount Street
XD09 Center ParkXD10 3015 Viscount Street
XD10 Center Parkxd11 3019 Viscount Street
XD11 Center ParkXD12 3023 Viscount Street
XD12 Center ParkXD13 3027 Viscount Street
XD13 Center ParkXD14 7879 Fair Street
XD14 Center Park

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Property Unit Listing
 Daniel Island Commun
 03/12/2018

DX-CA Daniel Island Commun

130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

XD15	7875 Farr Street
XD15	Center Park
XD16	7871 Farr Street
XD16	Center Park
XE01	1248 Blakeway Street
XE01	Smythe Park
XE02	1244 Blakeway Street
XE02	Smythe Park
xe03	1240 Blakeway Street
XE03	Smythe Park
XE04	1107 Oak Overhang Street
XE04	Smythe Park
XE05	1113 Oak Overhang Street
XE05	Smythe Park
XE06	1119 Oak Overhang Street
XE06	Smythe Park
XE07	1123 Oak Overhang Street
XE07	Smythe Park
XE08	1127 Oak Overhang Street
XE08	Smythe Park
XE09	1135 Oak Overhang Street
XE09	Smythe Park
xe10	1145 Oak Overhang Street
XE10	Smythe Park
XE11	1149 Oak Overhang Street
XE11	Smythe Park
XE12	1140 Oak Overhang Street
XE12	Smythe Park
XE13	1136 Oak Overhang Street
XE13	Smythe Park
XE14	1132 Oak Overhang Street
XE14	Smythe Park
XE15	1128 Oak Overhang Street
XE15	Smythe Park
XE16	1124 Oak Overhang Street
XE16	Smythe Park
xe17	1120 Oak Overhang Street

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Property Unit Listing
Daniel Island Communi
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130 River Landing Drive

Unit Unit Address

Lot/Bk %Ownership

XE17	Smythe Park
XE18	1116 Oak Overhang Street
XE18	Smythe Park
xe19	1112 Oak Overhang Street
XE19	Smythe Park
xe20	1108 Oak Overhang Street
XE20	Smythe Park
XE21	1236 Blakeway Street
XE21	Smythe Park
XE22	1232 Blakeway Street
XE22	Smythe Park
XF11	1243 Smythe Street
XF11	Smythe Park
XF12	1239 Smythe Street
XF12	Smythe Park
XF13	1235 Smythe Street
XF13	Smythe Park
XF14	1231 Smythe Street
XF14	Smythe Park
XF15	1225 Smythe Street
XF15	Smythe Park
XF16	1219 Smythe Street
XF16	Smythe Park
XF17	1215 Smythe Street
XF17	Smythe Park
XF18	1209 Smythe Street
XF18	Smythe Park
x119	1203 Smythe Street
XF19	Smythe Park
XF20	1201 Smythe Street
XF20	Smythe Park
XF21	1204 Smythe Street
XF21	Smythe Park
XF22	1210 Smythe Street
XF22	Smythe Park
XF23	1214 Smythe Street
XF23	Smythe Park

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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

XF24 1218 Smythe Street

XF24 Smythe Park

XF25 1222 Smythe Street

XF25 Smythe Park

XF26 1226 Smythe St

XF26 Smythe Park

XF27 1230 Smythe St

XF27 Smythe Park

XF28 1234 Smythe Street

XF28 Smythe Park

XF29 1238 Smythe Street

XF29 Smythe Park

XF30 1242 Smythe Street

XF30 Smythe Park

XF31 1246 Smythe Street

XF31 Smythe Park

Y05

Y05

y101 1225 Blakeway Street #1001

Y101 Smythe Park

Y102 1225 Blakeway Street #1002

Y102 Smythe Park

Y103 1225 Blakeway Street #1003

Y103 Smythe Park

Y104 1225 Blakeway Street #1004

Y104 Smythe Park

Y110 1225 Blakeway Street #1101

Y110 Smythe Park

Y111 1225 Blakeway Street #1101

Y111 Smythe Park

Y112 1225 Blakeway Street #1102

Y112 Smythe Park

Y113 1225 Blakeway Street #1103

Y113 Smythe Park

Y114 1225 Blakeway Street #1104

Y114 Smythe Park

Y115 1225 Blakeway Street #1105

Y115 Smythe Park

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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

Y116	1225 Blakway Street #1106
Y116	Smythe Park
Y117	1225 Blakeway Street #1107
Y117	Smythe Park
Y118	1225 Blakeway Street #1108
Y118	Smythe Park
Y120	1225 Blakeway Street #1102
Y120	Smythe Park
Y121	1225 Blakeway Street #1201
Y121	Smythe Park
Y122	1225 Blakeway Street #1202
Y122	Smythe Park
Y123	1225 Blakeway Street #1203
Y123	Smythe Park
Y124	1225 Blakeway Street #1204
Y124	Smythe Park
Y125	1225 Blakeway Street #1205
Y125	Smythe Park
Y126	1225 Blakeway Street #1206
Y126	Smythe Park
Y127	1225 Blakeway Street #1207
Y127	Smythe Park
Y128	1225 Blakeway Street #1208
Y128	Smythe Park
Y130	1225 Blakeway Street #1300
Y130	Smythe Park
Y131	1225 Blakeway Street #1301
Y131	Smythe Park
Y132	1225 Blakeway Street #1302
Y132	Smythe Park
Y133	1225 Blakeway Street #1303
Y133	Smythe Park
Y134	1225 Blakeway Street #1304
Y134	Smythe Park
Y135	1225 Blakeway Street #1305
Y135	Smythe Park

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130 River Landing Drive

Unit	Unit Address
Lot/Bk	% Ownership

y136	1225 Blakeway Street #1306
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Y136	Smythe Park
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Y137	1225 Blakeway Street #1307
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Y137	Smythe Park
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Y138	1225 Blakeway Street #1308
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Y138	Smythe Park
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Y140	1225 Blakeway Street #104
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Y140	Smythe Park
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y141	1225 Blakeway Street #1401
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Y141	Smythe Park
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Y142	1225 Blakeway Street #1402
------	----------------------------

Y142	Smythe Park
------	-------------

Y143	1225 Blakeway Street #1403
------	----------------------------

Y143	Smythe Park
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y144	1225 Blakeway Street #1404
------	----------------------------

Y144	Smythe Park
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Y150	1225 Blakeway Street #105
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Y150	Smythe Park
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Y151	1225 Blakeway Street #1501
------	----------------------------

Y151	Smythe Park
------	-------------

Y152	1225 Blakeway Street #1502
------	----------------------------

Y152	Smythe Park
------	-------------

Y153	1225 Blakeway Street #1503
------	----------------------------

Y153	Smythe Park
------	-------------

Y154	1225 Blakeway Street #1504
------	----------------------------

Y154	Smythe Park
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Y160	1225 Blakeway Street #106
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Y160	Smythe Park
------	-------------

Y161	1225 Blakeway Street #1601
------	----------------------------

Y161	Smythe Park
------	-------------

Y162	1225 Blakeway Street #1602
------	----------------------------

Y162	Smythe Park
------	-------------

Y163	1225 Blakeway Street #1603
------	----------------------------

Y163	Smythe Park
------	-------------

y164	1225 Blakeway Street #1604
------	----------------------------

Y164	Smythe Park
------	-------------

Y170	1225 Blakeway Street #107
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Y170	Smythe Park
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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

Y171 1225 Blakeway Street #1701

Y171 Smythe Park

Y172 1225 Blakeway Street #1702

Y172 Smythe Park

Y173 1225 Blakeway Street #1703

Y173 Smythe Park

Y174 1225 Blakeway Street #1704

Y174 Smythe Park

Y180 1225 Blakeway Street #180

Y180 Smythe Park

Y181 1225 Blakeway Street #1801

Y181 Smythe Park

Y182 1225 Blakeway Street #1802

Y182 Smythe Park

Y183 1225 Blakeway Street #1803

Y183 Smythe Park

Y184 1225 Blakeway Street #1804

Y184 Smythe Park

Y185 1225 Blakeway Street #1805

Y185 Smythe Park

Y186 1225 Blakeway Street #1806

Y186 Smythe Park

Y187 1225 Blakeway Street #1807

Y187 Smythe Park

Y188 1225 Blakeway Street #1808

Y188 Smythe Park

Y201 1225 Blakeway Street #201

Y201 Smythe Park

Y202 1225 Blakeway Street #202

Y202 Smythe Park

Y203 1225 Blakeway Street #203

Y203 Smythe Park

Y204 1225 Blakeway Street #204

Y204 Smythe Park

Y205 1225 Blakeway Street #205

Y205 Smythe Park

Y206 1225 Blakeway Street #206

Y206 Smythe Park

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Unit	Unit Address
Lot/Bk	% Ownership
Y207	1225 Blakeway Street #207
Y207	Smythe Park
Y208	1225 Blakeway Street #208
Y208	Smythe Park
Y301	1225 Blakeway Street #301
Y301	Smythe Park
Y302	1225 Blakeway Street #302
Y302	Smythe Park
Y303	1225 Blakeway Street #303
Y303	Smythe Park
Y304	1225 Blakeway Street #304
Y304	Smythe Park
Y401	1225 Blakeway Street #401
Y401	Smythe Park
Y402	1225 Blakeway Street #402
Y402	Smythe Park
Y403	1225 Blakeway Street #403
Y403	Smythe Park
Y404	1225 Blakeway Street #404
Y404	Smythe Park
Y405	1225 Blakeway Street #405
Y405	Smythe Park
Y406	1225 Blakeway Street #406
Y406	Smythe Park
Y407	1225 Blakeway Street #407
Y407	Smythe Park
Y408	1225 Blakeway Street #408
Y408	Smythe Park
Y501	1225 Blakeway Street #501
Y501	Smythe Park
Y502	1225 Blakeway Street #502
Y502	Smythe Park
Y503	1225 Blakeway Street #503
Y503	Smythe Park
Y504	1225 Blakeway Street #504
Y504	Smythe Park
Y601	1225 Blakeway Street #601

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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

Y601	Smythe Park
y602	1225 Blakeway Street #602
Y602	Smythe Park
Y603	1225 Blakeway Street #603
Y603	Smythe Park
y604	1225 Blakeway Street #604
Y604	Smythe Park
Y605	1225 Blakeway Street #605
Y605	Smythe Park
Y606	1225 Blakeway Street #606
Y606	Smythe Park
Y607	1225 Blakeway Street #607
Y607	Smythe Park
y608	1225 Blakeway Street #608
Y608	Smythe Park
Y701	1225 Blakeway Street #701
Y701	Smythe Park
Y702	1225 Blakeway Street #702
Y702	Smythe Park
Y703	1225 Blakeway Street #703
Y703	Smythe Park
Y704	1225 Blakeway Street #704
Y704	Smythe Park
Y801	1225 Blakeway Street #801
Y801	Smythe Park
Y802	1225 Blakeway Street #802
Y802	Smythe Park
Y803	1225 Blakeway Street #803
Y803	Smythe Park
Y804	1225 Blakeway Street #804
Y804	Smythe Park
Y805	1225 Blakeway Street #805
Y805	Smythe Park
Y806	1225 Blakeway Street #806
Y806	Smythe Park
Y807	1225 Blakeway Street #807
Y807	Smythe Park

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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

Y808 1225 Blakeway Street #808

Y808 Smythe Park

Y901 1225 Blakeway Street #901

Y901 Smythe Park

Y902 1225 Blakeway Street #902

Y902 Smythe Park

Y903 1225 Blakeway Street #903

Y903 Smythe Park

Y904 1225 Blakeway Street #904

Y904 Smythe Park

Y905 1225 Blakeway Street #905

Y905 Smythe Park

Y906 1225 Blakeway Street #906

Y906 Smythe Park

Y907 1225 Blakeway Street #907

Y907 Smythe Park

Y908 1225 Blakeway Street #908

Y908 Smythe Park

YA01 2281 Daniel Island Drive

YA01 Center Park

YA02 2277 Daniel Island Drive

YA02 Center Park

YA03 1969 Pierce Street

YA03 Center Park

YA04 1973 Pierce Street

YA04 Center Park

YA05 1977 Pierce Street

YA05 Center Park

YA06 1981 Pierce Street

YA06 Center Park

YA07 1985 Pierce Street

YA07 Center Park

YA08 1989 Pierce Street

YA08 Center Park

YA09 1993 Pierce Street

YA09 Center Park

YB01 2001 Pierce Street

YB01 Center Park

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Unit Unit Address

Lot/Bk % Ownership

YB02	2005 Pierce Street
YB02	Center Park
YB03	2009 Pierce Street
YB03	Center Park
YB04	2013 Pierce Street
YB04	Center Park
YB05	2017 Pierce Street
YB05	Center Park
YB06	2021 Pierce Street
YB06	Center Park
YB07	2025 Pierce Street
YB07	Center Park
YB08	2029 Pierce Street
YB08	Center Park
YB09	2033 Pierce Street
YB09	Center Park
YB10	2037 Pierce Street
YB10	Center Park
YB11	2041 Pierce Street
YB11	Center Park
YB12	2045 Pierce Street
YB12	Center Park
YB13	2051 Pierce Street
YB13	Center Park
YC01	2055 Pierce Street
YC01	Center Park
YD01	2393 Daniel Island Drive
YD01	Smythe Park
YD02	2397 Daniel Island Drive
YD02	Smythe Park
YD03	2401 Daniel Island Drive
YD03	Smythe Park
YD04	2405 Daniel Island Drive
YD04	Smythe Park
YD05	2409 Daniel Island Drive
YD05	Smythe Park
YD06	2413 Daniel Island Drive

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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

YD06 Smythe Park

YD07 2417 Daniel Island Drive

YD07 Smythe Park

YD08 2421 Daniel Island Drive

YD08 Smythe Park

YD09 1275 Blakeway Street

YD09 Smythe Park

YD10 1271 Blakeway Street

YD10 Smythe Park

YD11 1267 Blakeway Street

YD11 Smythe Park

YD12 2430 Settlers Street

YD12 Smythe Park

YD13 2426 Settlers Street

YD13 Smythe Park

YD14 2422 Settlers Street

YD14 Smythe Park

YD15 2418 Settlers Street

YD15 Smythe Park

YD16 2414 Settlers Street

YD16 Smythe Park

YD17 2410 Settlers Street

YD17 Smythe Park

YD18 2406 Settlers Street

YD18 Smythe Park

YD19 2402 Settlers Street

YD19 Smythe Park

YE01 2429 Daniel Island Drive

YE01 Smythe Park

YE02 2433 Daniel Island Drive

YE02 Smythe Park

YF03 2437 Daniel Island Drive

YF03 Smythe Park

YE04 2441 Daniel Island Drive

YE04 Smythe Park

YE05 2445 Daniel Island Drive

YE05 Smythe Park

YF06 2449 Daniel Island Drive

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130 River	Landing Drive
Unit	Unit Address
Lot/Bk	% Ownership
YE06	Smythe Park
YE07	2453 Daniel Island Drive Smythe Park
YE08	2457 Daniel Island Drive Smythe Park
YE09	1268 Smythe Street Smythe Park
YE10	1264 Smythe Street Smythe Park
YE11	1260 Smythe Street Smythe Park
YE12	2484 Settlers Street Smythe Park
YE13	2480 Settlers Street Smythe Park
YE14	2456 Settlers Street Smythe Park
YE15	2452 Settlers Street Smythe Park
YE16	1266 Blakeway Street Smythe Park
YE17	1270 Blakeway Street Smythe Park
YE18	1274 Blakeway Street Smythe Park
YF01	2477 Daniel Island Drive Smythe Park
YF02	2473 Daniel Island Drive Smythe Park
YF03	2469 Daniel Island Drive Smythe Park
YF04	2465 Daniel Island Drive Smythe Park
YF05	1269 Smythe Street Smythe Park
YF06	1265 Smythe Street Smythe Park
YF07	1261 Smythe Street

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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

Unit	Address
YF07	Smythe Park
YF08	1257 Smythe Street Smythe Park
YF09	1253 Smythe Street Smythe Park
YF10	1247 Smythe Street
YF10	Smythe Park
YG01	1256 Blakeway Street Smythe Park
YG02	1260 Blakeway Street Smythe Park
YG03	2451 Settlers Street Smythe Park
YG04	2455 Settlers Street Smythe Park
YG05	2459 Settlers Street Smythe Park
YG06	2463 Settlers Street Smythe Park
YG07	1254 Smythe Street Smythe Park
YG08	1250 Smythe Street Smythe Park
YH01	2405 Settlers Street Smythe Park
YH02	2413 Settlers Street Smythe Park
YH03	2419 Settlers Street Smythe Park
YH04	2425 Settlers Street Smythe Park
YH05	2431 Settlers Street Smythe Park
YH06	1261 Blakeway Street Smythe Park
YH07	1257 Blakeway Street Smythe Park

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130 River Landing Drive	
Unit	Unit Address
Lot/Bk	% Ownership
Z131	1440 Wando Landing St
Z131	Smythe Park
Z132	1436 Wando Landing St
Z132	Smythe Park
ZA01	2390 Daniel Island Drive
ZA01	Pierce Park
za02	2386 Daniel Island Drive
ZA02	Pierce Park
ZA03	2382 Daniel Island Drive
ZA03	Pierce Park
ZA04	2378 Daniel Island Drive
ZA04	Pierce Park
ZA05	1801 Beekman Street
ZA05	Pierce Park
ZA06	1805 Beekman Street
ZA06	Pierce Park
ZA07	1809 Beekman Street
ZA07	Pierce Park
ZA08	1813 Beekman Street
ZA08	Pierce Park
ZA09	1817 Beekman Street
ZA09	Pierce Park
ZA10	1821 Beekman Street
ZA10	Pierce Park
ZA11	2026 Purcell Lane
ZA11	Pierce Park
ZA12	2022 Purcell Lane
ZA12	Pierce Park
ZA13	2018 Purcell Lane
ZA13	Pierce Park
ZA14	2014 Purcell Lane
ZA14	Pierce Park
za15	2010 Purcell Lane
ZA15	Pierce Park
ZA16	2006 Purcell Lane
ZA16	Pierce Park
za17	2002 Purcell Lane
ZA17	Smythe Park

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 130 River Landing Drive

Unit	Unit Address
Lot/Bk	% Ownership

ZA18	1790 Pierce Street
ZA18	Pierce Park

ZA19	1786 Pierce Street
ZA19	Pierce Park

ZA20	1782 Pierce Street
ZA20	Pierce Park

ZA21	1778 Pierce Street
ZA21	Pierce Park

ZA22	1774 Pierce Street
ZA22	Pierce Park

ZA23	1770 Pierce Street
ZA23	Pierce Park

ZB01	1840 Beekman Street
ZB01	Pierce Park

ZB02	1844 Beekman Street
ZB02	Pierce Park

ZB03	1848 Beekman Street
ZB03	Pierce Park

ZB04	1852 Beekman Street
ZB04	Pierce Park

ZB05	1856 Beekman Street
ZB05	Pierce Park

ZB06	1860 Beekman Street
ZB06	Pierce Park

ZB07	1864 Beekman Street
ZB07	Pierce Park

ZB08	1868 Beekman Street
ZB08	Pierce Park

ZB09	1872 Beekman Street
ZB09	Pierce Park

ZB10	1876 Beekman Street
ZB10	Pierce Park

ZB11	1880 Beekman Street
ZB11	Pierce Park

ZB12	1884 Beekman Street
ZB12	Pierce Park

ZB13	1888 Beekman Street
ZB13	Pierce Park

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130 River Landing Drive

Unit Address

Lot/Bk % Ownership

ZB15 1724 Sailmaker Street

ZB15 Pierce Park

ZB16 1552 Wando View St

ZB16

ZB17 1548 Wando View St

ZB17

ZB18 1544 Wando View St

ZB18 Smythe Park

ZB19 1540 Wando View St

ZB19

zb20 1538 Wando View St

ZB20

ZB21 1536 Wando View St

ZB21

ZB22 1532 Wando View St

ZB22

ZB23 1528 Wando View St

ZB23

zb24 1524 Wando View St

ZB24

zb25 1520 Wando View St

ZB25

zb26 1516 Wando View St

ZB26 Smythe Park

zb27 1492 Wando View St

ZB27 Smythe Park

ZB28 1488 Wando View St

ZB28 Smythe Park

7B29 1484 Wando View St

ZB29 Smythe Park

zb30 1480 Wando View St

ZB30 Smythe Park

ZB31 1476 Wando View St

zb31 Smythe Park

ZB32 1472 Wando View St

ZB32 Smythe Park

ZB33 1466 Wando View St

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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

ZB33	Smythe Park
ZB34	1462 Wando View St
ZB34	Smythe Park
zb35	1458 Wando View St
ZB35	Smythe Park
ZB36	1454 Wando View St
ZB36	Smythe Park
ZC01	1718 Sailmaker Street
ZC01	Smythe Park
ZC02	1714 Sailmaker Street
ZC02	Smythe Park
ZC03	1710 Sailmaker Street
ZC03	Smythe Park
ZC04	1706 Sailmaker Street
ZC04	Smythe Park
zc05	1702 Sailmaker Street
ZC05	Smythe Park
ZC06	1735 Providence Street
ZC06	Smythe Park
zc07	1739 Providence Street
ZC07	Smythe Park
ZC08	1743 Providence Street
ZC08	Smythe Park
ZC09	1747 Providence Street
ZC09	Smythe Park
ZC10	1751 Providence Street
ZC10	Smythe Park
ZC11	1755 Providence Street
ZC11	Smythe Park
ZC12	1759 Providence Street
ZC12	Smythe Park
ZD01	1771 Pierce Street
ZD01	Smythe Park
ZD02	1775 Pierce Street
ZD02	Smythe Park
ZD03	1779 Pierce Street
ZD03	Smythe Park
ZD04	1783 Pierce Street

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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

ZD04 Smythe Park

ZD05 1787 Pierce Street

ZD05 Smythe Park

ZD06 1791 Pierce Street

ZD06 Smythe Park

ZD07 1743 Sailmaker Street

ZD07 Smythe Park

zd08 1739 Sailmaker Street

ZD08 Pierce Park

ZD09 1735 Sailmaker Street

ZD09 Pierce Park

ZD10 1731 Sailmaker Street

ZD10 Smythe Park

ZD11 1727 Sailmaker Street

ZD11 Smythe Park

ZD12 1723 Sailmaker Street

ZD12 Smythe Park

ZE01 1767 Pierce Street

ZE01 Smythe Park

ZE02 1763 Pierce Street

ZE02 Smythe Park

ZE03 1759 Pierce Street

ZE03 Smythe Park

ze04 1755 Pierce Street

ZE04 Smythe Park

ZE05 1701 Sailmaker Street

ZE05 Smythe Park

ZE06 1705 Sailmaker Street

ZE06 Smythe Park

ZE07 1709 Sailmaker Street

ZE07 Smythe Park

ZE08 1713 Sailmaker Street

ZE08 Smythe Park

ZE09 1717 Sailmaker Street

ZEC9 Smythe Park

ZF01 1748 Providence Street

ZF01 Smythe Park

zf02 1752 Providence Street

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DI-CA	Daniel Island Commun
130 River Landing Drive	Unit Address
Unit	Unit Address
Lot/Bk	% Ownership
ZF02	Smythe Park
ZF03	1750 Providence Street
ZF03	Smythe Park
ZF04	1760 Providence Street
ZF04	Smythe Park
ZF05	1541 Wando View Street
ZF05	Smythe Park
ZF06	1535 Wando View Street
ZF06	Smythe Park
ZF07	1531 Wando View Street
ZF07	Smythe Park
ZF08	1527 Wando View Street
ZF08	Smythe Park
ZF09	1523 Wando View Street
ZF09	Smythe Park
ZF10	1545 Mitchell Wharf Street
ZF10	Smythe Park
ZF11	1544 Mitchell Wharf Street
ZF11	Smythe Park
ZF12	1542 Mitchell Wharf Street
ZF12	Smythe Park
ZF13	1540 Mitchell Wharf Street
ZF13	Smythe Park
ZF14	1538 Mitchell Wharf Street
ZF14	Smythe Park
ZF15	1536 Mitchell Wharf Street
ZF15	Smythe Park
ZH01	1702 Providence St
ZH01	Smythe Park
ZH02	1706 Providence St
ZH02	Smythe Street
ZH03	1710 Providence St
ZH03	Smythe Street
ZH04	1714 Providence St
ZH04	
ZH05	1718 Providence St
ZH05	

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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

ZH06 1722 Providence St

ZH06 Smythe Street

ZH07 1728 Providence St

ZH07

zh08 1537 Mitchell Wharf St

ZH08

ZH09 1539 Mitchell Wharf St

ZH09

ZH10 1541 Mitchell Wharf St

ZH10

ZH11 1543 Mitchell Wharf St

ZH11

zh12 1545 Mitchell Wharf St

ZH12

zh13 1491 Wando View St

ZH13

ZH14 1487 Wando View St

ZH14

ZH15 1483 Wando View St

ZH15

zh16 1479 Wando View St

ZH16

ZH17 1475 Wando View St

ZH17

ZH18 1471 Wando View St

ZH18

zj01 2001 Purcell Lane

ZJ01 Smythe Park

zj02 2007 Purcell Lane

ZJ02 Smythe Park

ZJ03 2013 Purcell Lane

ZJ03 Smythe Park

ZJ04 2019 Purcell Lane

ZJ04 Smythe Park

ZJ05 2025 Purcell Lane

ZJ05 Smythe Park

zj06 2031 Purcell Street

ZJ06 Smythe Park

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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

ZJ07	2037 Purcell Lane
ZJ07	Smythe Park
ZJ08	1762 Pierce Street
ZJ08	Smythe Park
ZJ09	1758 Pierce Street
ZJ09	Smythe Street
ZJ10	1754 Pierce Street
ZJ10	Smythe Park
ZJ11	1750 Pierce Street
ZJ11	Smythe Park
ZJ12	1746 Pierce Street
ZJ12	Smythe Park
ZJ13	1742 Pierce Street
ZJ13	Smythe Park
ZJ14	1738 Pierce Street
ZJ14	Smythe Park
ZJ15	1734 Pierce Street
ZJ15	Smythe Park
ZJ16	1730 Pierce Street
ZJ16	Smythe Park
ZJ17	1726 Pierce Street
ZJ17	Smythe Park
ZJ18	1722 Pierce Street
ZJ18	Smythe Park
ZJ19	1718 Pierce Street
ZJ19	Smythe Park
ZJ20	1714 Pierce Street
ZJ20	Smythe Park
ZK01	1739 Pierce Street
ZK01	Smythe Park
ZK02	1743 Pierce Street
ZK02	Smythe Park
ZK03	1747 Pierce Street
ZK03	Smythe Park
ZK04	1751 Pierce Street
ZK04	Smythe Park
zk05	1507 Mitchell Wharf Street
ZK05	Smythe Park

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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

ZK06 1511 Mitchell Wharf Street
ZK06 Smythe Park

ZK08 1519 Mitchell Wharf Street

ZK08 Smythe Park

ZK09 1523 Mitchell Wharf Street

ZK09 Smythe Park

ZK10 1527 Mitchell Wharf Street

ZK10 Smythe Park

zk11 1531 Mitchell Wharf Street

ZK11 Smythe Park

ZK12 1434 Hooper Street

ZK12 Smythe Park

ZK13 1430 Hooper Street

ZK13 Smythe Park

ZK14 1426 Hooper Street

ZK14 Smythe Park

ZK15 1422 Hooper Street

ZK15 Smythe Park

ZK16 1418 Hooper Street

ZK16 Smythe Park

ZK17 1414 Hooper Street

ZK17 Smythe Park

ZK18 1410 Hooper Street

ZK18 Smythe Park

ZM01 1406 Hooper Street

ZM01 Smythe Park

ZM02 1413 Hooper Street

ZM02 Smythe Park

ZM03 1417 Hooper Street

ZM03 Smythe Park

ZM04 1421 Hooper Street

ZM04 Smythe Park

ZM05 1425 Hooper Street

ZM05 Smythe Park

ZM06 1429 Hooper Street

ZM06 Smythe Park

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DI-CA Daniel Island Commun
 130 River Landing Drive

Unit	Unit Address
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Lot/Bk	% Ownership
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ZM07	1433 Hooper Street
ZM07	Smythe Park

ZM08	1453 Wando View St
ZM08	

ZM09	1449 Wando View St
ZM09	

ZM10	1445 Wando View Street
ZM10	Smythe Park

ZM11	1441 Wando View Street
ZM11	Smythe Park

ZM12	1224 Hester Park Street
ZM12	Smythe Park

ZM13	1220 Hester Park Street
ZM13	Smythe Park

ZM14	1216 Hester Park Street
ZM14	Smythe Park

ZM15	1212 Hester Park Street
ZM15	Smythe Park

ZM16	1721 Pierce Street
ZM16	Smythe Park

ZM17	1725 Pierce Street
ZM17	Smythe Park

ZM18	1729 Pierce Street
ZM18	Smythe Park

zm19	1733 Pierce Street
ZM19	Smythe Park

ZN01	1709 Pierce Street
ZN01	Smythe Park

ZN02	1705 Pierce Street
ZN02	Smythe Park

ZN03	1701 Pierce Street
ZN03	Smythe Park

Zn04	1423 Wando View Street
ZN04	Smythe Park

ZN05	1427 Wando View Street
ZN05	Smythe Park

ZN06	1431 Wando View Street
ZN06	Smythe Park

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Property Unit Listing
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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

Z001 1424 Wando View Street

Z001 Smythe Park

Z002 1420 Wando View Street

Z002 Smythe Park

Z003 1372 Smythe Street

Z003 Smythe Park

Z004 1376 Smythe Street

Z004 Smythe Park

Z005 1380 Smythe Street

Z005 Smythe Park

Z006 1390 Smythe Street

Z006 Smythe Street

Z007 1398 Smythe Street

Z007 Smythe Park

Z008 1402 Smythe Street

Z008 Smythe Park

zo09 1404 Smythe Street

Z009 Smythe Park

Z010 1406 Smythe Park

Z010 Smythe Park

Z011 1408 Smythe Street

Z011 Smythe Park

Z012 1410 Smythe Street

Z012 Smythe Park

Z013 1414 Smythe Street

Z013 Smythe Park

Z014 1418 Smythe Street

Z014 Smythe Park

Z015 1422 Smythe Street

Z015 Smythe Park

Z016 1426 Smythe Street

Z016 Smythe Park

ZP01 1343 Smythe Street

ZP01 Smythe Park

ZP02 1339 Smythe Street

ZP02 Smythe Park

ZP03 1335 Smythe Street

ZP03 Smythe Park

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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

ZP04	1331 Smythe Street
ZP04	Smythe Park
ZP05	1327 Smythe Street
ZP05	Smythe Park
ZP06	1323 Smythe Street
ZP06	Smythe Park
ZP07	1319 Smythe Street
ZP07	Smythe Park
zp08	1315 Smythe Street
ZP08	Smythe Park
zp09	1311 Smythe Street
ZP09	Smythe Park
zp10	1307 Smythe Street
ZP10	Smythe Park
ZP11	1303 Smythe Street
ZP11	Smythe Park
ZP12	1299 Smythe Street
ZP12	Smythe Park
zp13	1295 Smythe Street
ZP13	Smythe Park
ZP14	1444 Wando Landing St
ZP14	Smythe Park
ZP15	1448 Wando Landing St
ZP15	Smythe Park
ZP16	1454 Wando Landing St
ZP16	Smythe Park
ZP17	1458 Wando Landing St
ZP17	Smythe Park
zp18	1462 Wando Landing St
ZP18	Smythe Park
ZP19	1466 Wando Landing St
ZP19	Smythe Park
zp20	1470 Wando Landing St
ZP20	Smythe Park
ZP21	1474 Wando Landing St
ZP21	Smythe Park
ZP22	1478 Wando Landing St

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DI-CA	Daniel Island Commun
Unit	Unit Address
Lot/Bk	% Ownership
ZP22	Smythe Park
zp23	1482 Wando Landing St
ZP23	Smythe Park
ZP24	1486 Wando Landing St
ZP24	Smythe Park
ZP25	1490 Wando Landing St
ZP25	Smythe Park
ZP26	1494 Wando Landing St
ZP26	Smythe Park
ZP27	1498 Wando Landing St
ZP27	Smythe Park
ZQ01	1699 Pierce Street
ZQ01	Smythe Park
ZQ02	1695 Pierce Street
ZQ02	Smythe Park
zq03	1691 Pierce Street
ZQ03	Smythe Park
ZQ04	1403 Wando View Street
ZQ04	Smythe Park
ZQ05	1407 Wando View Street
ZQ05	Smythe Park
ZQ06	1411 Wando View Street
ZQ06	Smythe Park
ZQ07	1415 Wando View Street
ZQ07	Smythe Park
ZR01	1418 Wando View Street
ZR01	Smythe Park
ZR02	1414 Wando View Street
ZR02	Smythe Park
ZR03	1410 Wando View Street
ZR03	Smythe Park
ZR04	1406 Wando View Street
ZR04	Smythe Park
ZR05	1402 Wando View Street
ZR05	Smythe Park
ZR06	1403 Glazed Brick Street
ZR06	Smythe Park
ZR07	1407 Glazed Brick Street

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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

ZR07	Smythe Park
ZR08	1411 Glazed Brick Street Smythe Park
zr09	1415 Glazed Brick Street
ZR09	Smythe Park
ZR10	1419 Glazed Brick Street
ZR10	Smythe Park
zr11	1423 Glazed Brick Street
ZR11	Smythe Park
ZS01	1397 Smythe Street
ZS01	Smythe Park
ZS02	1393 Smythe Street
ZS02	Smythe Park
ZS03	1389 Smythe Street
ZS03	Smythe Park
ZS04	1420 Glazed Brick Street
ZS04	Smythe Park
ZS05	1414 Glazed Brick Street
ZS05	Smythe Park
ZS06	1408 Glazed Brick Street
ZS06	Smythe Park
ZS07	1402 Glazed Brick Street
ZS07	Smythe Park
ZS08	1544 Wando Landing Street
ZS08	Smythe Park
ZS09	1548 Wando Landing Sreet
ZS09	Smythe Park
ZS10	1552 Wando Landing Street
ZS10	Smythe Park
ZS11	1556 Wando Landing Street
ZS11	Smythe Park
zs12	1423 Smythe Street
ZS12	Smythe Park
ZS13	1419 Smythe Street
ZS13	Smythe Park
ZS14	1415 Smythe Street
ZS14	Smythe Park

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130 River Landing Drive

Unit Unit Address

Lot/Bk % Ownership

ZS15	1407 Smythe Street
ZS15	Smythe Park
zu01	1509 Wando Landing St
ZU01	Smythe Park
ZU02	1515 Wando Landing Street
ZU02	Smythe Park
ZU03	1519 Wando Landing Street
ZU03	Smythe Park
zu04	1523 Wando Landing Street
ZU04	Smythe Park
ZU05	1527 Wando Landing Street
ZU05	Smythe Park
zu06	1531 Wando Landing Street
ZU06	Smythe Park
ZU07	1535 Wando Landing Street
ZU07	Smythe Park
zu08	1539 Wando Landing Street
ZU08	Smythe Park
ZU09	1543 Wando Landing Street
ZU09	Smythe Park
ZU10	1547 Wando Landing Street
ZU10	Smythe Park
ZU11	1551 Wando Landing Street
ZU11	Smythe Park
ZU12	1555 Wando Landing Street
ZU12	Smythe Park
ZU13	1431 Smythe Street
ZU13	Smythe Park
ZU14	1435 Smythe Street
ZU14	Smythe Park
zu15	1439 Smythe Street
ZU15	Smythe Park
ZU16	1443 Smythe Street
ZU16	Smythe Park
ZU17	1441 Smythe Street
ZU17	Smythe Park
ZU18	1440 Smythe Street
ZU18	Smythe Park

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DI-CA Daniel Island Commun
130 River Landing Drive
Unit Unit Address
Lot/Bk % Ownership

zu19 1436 Smythe Street
Zu19 Smythe Park

ZU20 1432 Smythe Street
ZU20 Smythe Park

0.0000000000

Schedule B

Parcel #	Legal Description	Acres
2750000065	LOT BLK	1.98
2750000171	LOT 1.0 BLK F	0
2750000172	LOT BLK	0
2750000202	LOT BLK	0
2750000218	LOT BLK	1.52
2750000224	LOT BLK	0
2750601020	LOT BLK	0
2750601037	LOT BLK	1.43
2750601038	LOT L-1 BLK	0
2750602015	LOT BLK I	0
2750602023	LOT BLK	0
2750602032	LOT BLK J	0
2750602051	LOT M4 BLK I	0
2750701030	LOT BLK	1.45
2750701095	LOT BLK	0
2750701096	LOT BLK	0
2750701098	LOT BLK	1.11
2750701109	LOT BLK	2.28
2750702072	LOT BLK	0
2750702074	LOT BLK	0
2750702075	LOT BLK	0
2750702076	LOT BLK	4.81
2750702077	LOT BLK	2.17
2750702078	LOT BLK	0
2750702079	LOT BLK	0
2750702080	LOT BLK	0
2750703065	LOT BLK B	0
2750703070	LOT BLK	1.5
2750703071	LOT BLK	0
2750703072	LOT BLK	0
2750703073	LOT BLK	0
2750704014	LOT BLK	1.4
2750704034	LOT BLK G	0
2750705024	LOT BLK H	0
2750705035	LOT BLK I	1.34
2750705068	LOT BLK M	0
2750705092	LOT BLK	1.07
2750705093	LOT BLK	1.2
2750706036	LOT BLK	3.76
2750706037	LOT BLK	0
2750706038	LOT BLK	0
2750706039	LOT BLK	0
2750706040	LOT BLK	0

2751001038	LOT BLK	0
2751001039	LOT BLK	0
2751001040	LOT BLK	4.2
2751001041	LOT BLK	0
2751001042	LOT BLK	3.39
2751101061	LOT BLK	1.61
2751101063	LOT BLK	0
2751101064	LOT BLK	0
2751101086	LOT BLK	3.26
2751101087	LOT V2 BLK E	0
2751101088	LOT BLK	3.15
2751102021	LOT BLK	1.22
2751102030	LOT BLK	0
2751102079	LOT BLK	2.02
2751102080	LOT BLK	4.93
2751102091	LOT BLK	2.03
2751103029	LOT BLK	0
2751103043	LOT BLK D	3.77
2751103082	LOT BLK C	0
2751105024	LOT BLK F	1.21
2751105025	LOT BLK F	3.69
2751106057	LOT BLK G	0
2751501025	LOT OPEN BLK B	0
2751501026	LOT OPEN BLK B	1.26
2751501027	LOT CASE BLK B	0
2751601072	LOT BLK G	0
2751601077	LOT BLK	0
2751602053	LOT OPEN BLK D	0
2751602054	LOT OPEN BLK A	0
2751602077	LOT OPEN BLK B	0
2751602078	LOT OPEN BLK B	0
2751602079	LOT OPEN BLK D	1.34
2751602080	LOT OPEN BLK A	0
2751602081	LOT OPEN BLK A	4.05
2751602082	LOT BLK	0
2751602083	LOT BLK	1
2761301038	LOT SPAC BLK OPEN	0
2761301039	LOT SPAC BLK OPEN	0
2761301040	LOT SPAC BLK OPEN	0
2761301041	LOT SPAC BLK OPEN	0
2761301042	LOT Z/B/ BLK OPEN	0
2770000008	LOT BLK	1.18
2770000009	LOT Z/B/ BLK OPEN	0
2770401021	LOT BLK	22.49

2770401066	LOT HOA BLK	0
2770402042	LOT E3 BLK X2	0
2770402043	LOT E1 BLK X2	0
2770402044	LOT E2 BLK X2	0
2770402045	LOT W1 BLK X2	0
2770402046	LOT W1 BLK X2	1.38
2770404047	LOT OPEN BLK	0
2770404048	LOT OPEN BLK	0
2770404049	LOT OPEN BLK	0
2770404063	LOT OS C BLK	0
2770404071	LOT OS B BLK	0
2770404075	LOT OS C BLK	0
2770404084	LOT OS C BLK	0
2770404090	LOT OS C BLK	0
2770404094	LOT OS C BLK	1.07
2770404134	LOT OPEN BLK	0
2770404155	LOT OPEN BLK	0
2770405026	LOT BLK	0
2770405027	LOT BLK	9.11
2770405028	LOT BLK	0
2770801061	LOT OPEN BLK	0
2770801062	LOT OPEN BLK	0
2770801063	LOT OPEN BLK	0
2770801064	LOT OPEN BLK	0
2770801065	LOT OPEN BLK	0
2770801139	LOT OPEN BLK F	0
2770801140	LOT OPEN BLK G	0
2770801141	LOT OPEN BLK I	0
2770801142	LOT OPEN BLK J	0
2770801143	LOT OPEN BLK J	0
2770801144	LOT OPEN BLK J	0
2770801145	LOT OPEN BLK H	0
2770801146	LOT OPEN BLK I	0
2770802027	LOT OPEN BLK CC-C	0
2770802028	LOT OPEN BLK CC-C	0
2780101079	LOT OPEN BLK ZF1	0
2780101080	LOT OPEN BLK ZJ2	0
2780101081	LOT OPEN BLK ZK1	0
2780101082	LOT OPEN BLK ZK2	0
2780101083	LOT OPEN BLK ZM1	0
2780101084	LOT OPEN BLK ZM2	0
2780101085	LOT OPEN BLK ZN1	0
2780101086	LOT OPEN BLK ZP1	0
2780101087	LOT OPEN BLK ZP2	0

2780101088	LOT OPEN BLK ZA1	0
2780102069	LOT OPLN BLK ZO1	0
2780102070	LOT OPEN BLK ZO2	0
2780102071	LOT OPEN BLK ZO3	0
2780102072	LOT OPEN BLK ZU1	0
2780103064	LOT Z/B/ BLK OPLN	0
2780103065	LOT Z/B/ BLK OPEN	0
2780103066	LOT Z/B/ BLK OPLN	0
2780103067	LOT Z/F/ BLK OPEN	0
2780104040	LOT Z/P/ BLK OPEN	0
2780104041	LOT Z/P/ BLK OPLN	0
2780104042	LOT BB/B BLK OPEN	0
2780104043	LOT BB/B BLK OPLN	0
2780104044	LOT CC/A BLK OPEN	0
2780104045	LOT CC/A BLK OPLN	0
2780104046	LOT CC/B BLK OPEN	0
2780104047	LOT CC/B BLK OPLN	0

Schedule C

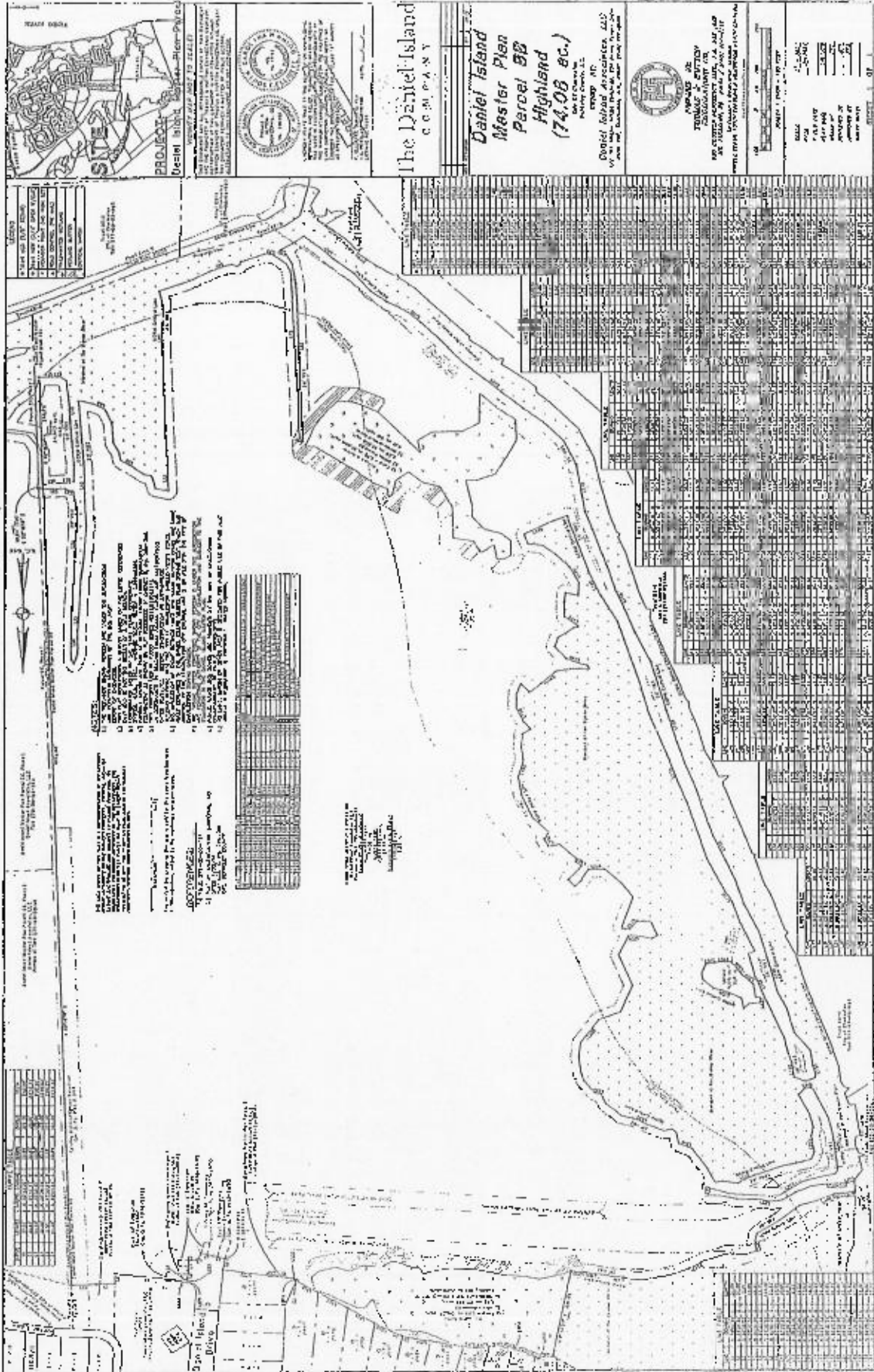


EXHIBIT "B"

Land Subject to Annexation

Daniel Island Residential Zone Restrictions

ALL that certain piece, parcel or tract of land commonly known as Daniel Island, situate, lying and being in Berkeley County, South Carolina, containing 3,836 acres, more or less, and being bounded on the east by the Wando River, on the south by the Wando and Cooper Rivers, on the west by the Cooper River and on the north by Beresford Creek and Ralston Creek, together with all adjacent marshes and lands lying below the mean high water mark of abutting tidal waters, LESS AND EXCEPTING THEREFROM, HOWEVER, the property described on Exhibit "A" to this Declaration.

ALSO

ALL those certain pieces, parcels or tracts of land situate, lying and being in the City of Charleston, Berkeley County, South Carolina, commonly known as Rhoden Island, containing in the aggregate 325 acres of highland, more or less, and 665 acres of marshland, more or less, and butting and bounding as follows: to the north on Beresford Creek; to the east on Beresford Creek and a portion of said creek known as Nowell Creek (a/k/a Nobles Creek); to the south on the Wando River; and to the west on Ralston Creek and a straight line connecting the northern end of Ralston Creek and Beresford Creek, which line runs approximately north, all as more particularly shown on a plat showing a part of Daniel Island and Rhoden Island dated October 15, 1955, prepared by Woodrow W. Leland, recorded in the RMC Office for Berkeley County in Plat Book L, Page 48, said tracts having such size, shape, dimensions, buttings and boundings, more or less, as will by reference to said plat more fully appear.

ALSO

ALL other real property located within three (3) miles of the properties described above which from time to time may be acquired by the Declarant for purposes of submission to this Declaration.

ALSO

ALL easements, rights, leasehold estates, licenses, riparian, littoral or other rights appurtenant to or associated with the properties described above.

EXHIBIT "C"

Initial Use Restrictions and Rules

The following restrictions shall apply to all of the Properties until such time as they are amended, modified, repealed or limited by rules of the Association adopted pursuant to Article X of the Declaration.

1. Restricted Activities. The following activities are prohibited within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

(a) Parking of inoperable vehicles in places other than enclosed garages is not permitted;

(b) Parking of any boats, mobile homes, campers RVs, and trailers on any Units, Common Areas, or streets located within the Properties is not permitted except for the intermittent loading and unloading of the such vehicles, and in all events, such vehicles are not permitted for a time period exceeding six (6) hours, and in no event shall such vehicles be parked overnight in any Units, Common Areas, amenity areas, or streets located within the Properties;

(c) Only commercial vehicles (including trucks and passenger vans) for which the primary purpose is use as a passenger vehicle are permitted within the Properties;

(d) Portable storage units are not permitted to remain on a Unit in excess of thirty (30) calendar days in any calendar year. Portable storage units shall only be placed on the driveway or other designated parking area of a Unit. No more than one portable storage unit is permitted on a Unit at any time. Portable storage units shall not be larger than eight feet high by eight feet wide by sixteen feet long;

(e) Any Owner to permit his or her dog or cat to discharge its excreta within the Properties except upon the Unit of the Owner of the animal or upon the Unit of a Person who has assented thereto unless such Owner immediately thereafter removes such animal's excreta from the Unit, Common Area, or other property located within the Properties in question.

(f) Raising, breeding or keeping of animals, livestock, and poultry (of any kind). A reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Unit; however, those animals which in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Units shall be removed by the Owner upon request of the Board. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. All animals shall be registered, licensed and inoculated as required by law. All animals kept with the Properties shall be maintained in a manner consistent with the City of Charleston and other applicable governmental ordinances;

(g) Any activity which emits foul or obnoxious odors outside the Unit or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Units;

(h) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Unit, including excess clutter or an unsightly condition;

(i) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Units;

(j) Outside burning of trash, leaves, debris or other materials;

(k) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Units, except alarm devices used exclusively for safety or security purposes. Any siren or device for security purposes shall contain a device or system which causes it to shut off automatically;

(l) Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any buffer zone, drainage or irrigation ditch, swale, stream, pond, wetlands, creek or lake, or elsewhere within the Properties or adjoining areas, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff, and Declarant and Builders may dump and bury rocks and trees removed from a building site on such building site;

(m) Accumulation of rubbish, trash, yard debris, or garbage, including material for recycling, except between regular garbage or recycling pick ups, and then only in approved containers and in compliance with the applicable city or county ordinance, and screened from view from streets and other Units;

(n) Obstruction, rechanneling or any other interference with drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that the Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Unit without the Owner's consent;

(o) Subdivision of a Unit into two or more Units, or changing the boundary lines of any Unit after a subdivision plat including such Unit has been approved and filed in the Public Records, except with the consent of the Declarant, so long as the Declarant owns any property described in Exhibits "A" or "B" for development as part of the Properties, or has the right to annex property pursuant to Section 7.1;

(p) Discharge of firearms, firecrackers and other fireworks; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(q) On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank approved by the ARB;

(r) Any business or trade which is not expressly permitted for the Daniel Island Residential Zone, or any garage sale, moving sale, rummage sale, estate sale, or similar activity, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements for the Properties; (iii) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Properties; and (iv) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

(s) Door to door solicitations for any purpose are strictly prohibited, including but not limited to, for the sale of goods or services, collection of funds, completion of questionnaires, and providing religious, political or other information.

(t) The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

The leasing of a Unit shall not be considered a business or trade. Leasing is defined as regular, exclusive occupancy of a Unit by any person, other than the Owner, for which the Owner receives any consideration or benefit, including but not limited to, a fee, service, gratuity or emolument. This subsection shall not apply to any activity conducted by the Declarant or a Builder approved by the Declarant with respect to its development and sale of the Properties or its use of any Units which it owns within the Properties, including the operation of a timeshare or similar program;

(u) Capturing, trapping or killing of wildlife within the Properties, except in circumstances posing an imminent threat to the safety of persons using the Properties;

(v) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Properties or adjoining buffer zones or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

(w) Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Unit without the prior approval of the appropriate committee pursuant to Article IX;

(x) Operation of motorized vehicles on pathways or trails maintained by the Association, except that golf carts may be operated on cart paths intended for such purposes;

(y) Any construction, erection, or placement of any thing, permanently or temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article IX of the Declaration. This shall include, without limitation, basketball hoops, signs, swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; docks, piers and similar structures (including those constructed outside the boundaries of a Unit but designed to service a particular Unit or Units); and hedges, walls, dog runs, animal pens, or fences of any kind. In furtherance thereof, the ARB may require fences and walls, such as around trash receptacles, HVAC units and service yards, as well as along driveways in special situations where the driveway runs between two adjacent lots. For homes serviced by a rear or side alley, the rear property line contiguous with the alley is required to have a fence, wall or hedge 3'6" to 8' high.

(z) Any antennas, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other communication or other signals of any kind without the approval of the ARB. Notwithstanding the foregoing, DBS and MMDS antennas one meter or less in diameter and television broadcast service antennas may be installed only in accordance with Federal Communications Commission ("FCC") rules and any requirements of the ARB that are consistent with the rules of the FCC, as they may be amended from time to time. Such items shall be installed in the least conspicuous location on the Unit available which permits reception of an acceptable signal.

2. Prohibited Conditions. The following shall be prohibited within the Properties:

(a) Plants, landscaping, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties;

(b) Structures, equipment or other items on the exterior portions of a Unit, including but not limited to, any fences, painting, or siding, which have become rusty, dilapidated or otherwise fallen into disrepair;

(c) Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Properties, except that Declarant and the Association shall have the right to draw water from such sources.

(d) Window air-conditioning units;

(e) Use of any Unit for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, except that Declarant and its assigns may operate such a program with respect to Units which it owns; and

(f) The display of signs, objects or items of any kind by or on behalf of an Owner or occupant of a Unit without the prior written consent of the ARB, except (1) such signs as may be required by legal proceedings; and (2) not more than one (1) professional security sign of such size deemed reasonable by the ARB in its sole discretion. Unless in compliance with Article IX, no signs, objects or other displays shall be posted or erected by or on behalf of any Owner or occupant within any portion of the Properties, including the Common Area, any Unit or any structure or dwelling located on the Common Area or any Unit (if such sign would be visible from the exterior of such structure or dwelling as determined in the reviewing body's sole discretion). Notwithstanding the preceding, an Owner is permitted to display one political sign (not exceeding 18" by 24") per candidate on his Unit for a time period not to exceed 45 days prior to the election and 5 days following the election. In addition, no signs shall be placed in any rights of ways.

(g) Unless specifically approved in writing by the ARB, no "for sale", "open house" or "for lease" signs shall be permitted within any portion of the Properties. In addition, no brochure racks, information tubes, boxes or any other item or object may be placed on or erected within the Properties or attached to or placed on or adjacent to any permitted sign, either permanently or temporarily, without the prior written consent of the ARB. The Declarant and the ARB reserve the right to prohibit other types of signs and/or displays, and may also restrict the size, content, color, lettering, design and placement of any approved signs. Any approved signs must be professionally prepared. This provision shall not apply to entry, directional, marketing, or other signs installed by the Declarant or its duly authorized agent as may be necessary or convenient for the marketing and development of the Properties. In addition to all other rights and remedies set forth in the Declaration, the ARB, Declarant and the Board shall have the right to enter property and to remove any sign or display posted in violation of this provision, and such entry shall not constitute a trespass.

3. Change of Use. Pursuant to Section 3.2(d) of the Master Plan, certain nonresidential uses of Units may be permitted within the Properties. In order to preserve the character and nature of the Properties, to enhance all Owners' quality of life and collective interests, and to protect the aesthetics and environment within the Properties, the Board hereby irrevocably grants to the ARB, the right to review and approve or disapprove of (a) the commencement of any nonresidential use of a Unit; and (b) any change of use of a Unit. Incidental business use of a Unit that complies with subsections (i) through (iv) of Section 1(n) of this Exhibit "C" and with the definition of home occupation pursuant to Section 3.2(d)(13) of the Master Plan shall not require approval under this Section.

From the date of recording of this Amendment, the use for all or any portion of a Unit shall not be changed from residential or the use that was last approved in writing by the ARB in accordance with this Section unless and until an application for such change in use has been submitted to and approved in writing by ARB. The ARB may require the submission of application forms and such information as it deems necessary to consider any application for approval of a change in use.

All such review and approval of the use or uses for any portion of the Properties shall be done and made in ARB's sole and absolute discretion and an approval of a specific use for a Unit or portion thereof, or a group of Units shall not be deemed an approval for any other Units nor shall it constitute a waiver of the right to withhold approval as to any similar proposals for use of a specific Unit or of other Units within the Properties. The failure of an Owner to submit and obtain approval for any change of use, or to comply with such use after approval thereof, shall be deemed a violation of this Declaration and shall be subject to enforcement as provided in this Declaration and in the By-Laws.

Notwithstanding the foregoing, the following uses, although permitted under the Master Plan, shall be prohibited within the Properties and shall not be approved by the ARB:

- (a) Banks;
- (b) Clothing rental establishments;
- (c) Cut metal craft shops;
- (d) Dry goods stores;
- (e) Drug stores;
- (f) Food stores;
- (g) Furrier shops, custom;
- (h) Laundry establishments, self-service;
- (i) Loan offices;
- (j) Package liquor stores;
- (k) Real estate brokerage firms, real estate sales offices, or any other business directly or indirectly selling and/or managing real property real property or improvements. For so long as Declarant has any rights under this Declaration, Daniel Island Real Estate Company, Inc., its successors and assigns (collectively, "DIREC") shall have the exclusive right to maintain an office for the sale or rental of real estate within the Properties. No part of the Properties may be used as an office for the sale or rental of real estate without the prior written consent of DIREC, which shall be granted in the sole discretion of DIREC;
- (l) Shooting clubs, indoors;
- (m) Taxidermist shops; and
- (n) Variety stores.

Any use or activity which requires a determination by the zoning administrator under Section 3.2(d)(4) of the Master Plan that such use or activity is a "similar sales and service establishment use of a nonnuisance nature" shall also be prohibited within the Properties unless such specific use or activity receives the prior written approval of the ARB.

EXHIBIT "D"

Rules of Arbitration

1. Claimant shall submit a Claim to arbitration under these Rules by giving written notice to all other Parties stating plainly and concisely the nature of the Claim, the remedy sought and Claimant's submission of the Claim to arbitration ("Arbitration Notice").

2. The Parties shall select arbitrators ("Party Appointed Arbitrators") as follows: all the Claimants shall agree upon one (1) Party Appointed Arbitrator, and all the Respondents shall agree upon one (1) Party Appointed Arbitrator. The Party Appointed Arbitrators shall, by agreement, select one neutral arbitrator ("Neutral") so that the total arbitration panel ("Panel") has three (3) arbitrators.

3. If the Panel is not selected under Rule 2 within 45 days from the date of the Arbitration Notice, any party may notify the nearest chapter of The Community Associations Institute, for any dispute arising under the Governing Documents, or the American Arbitration Association, or such other independent body providing arbitration services, for any dispute relating to the design or construction of improvements on the Properties, which shall appoint one Neutral ("Appointed Neutral"), notifying the Appointed Neutral and all Parties in writing of such appointment. The Appointed Neutral shall thereafter be the sole arbitrator and any Party Appointed Arbitrators or their designees shall have no further duties involving the arbitration proceedings.

4. No person may serve as a Neutral in any arbitration in which that person has any financial or personal interest in the result of the arbitration. Any person designated as a Neutral or Appointed Neutral shall immediately disclose in writing to all Parties any circumstance likely to affect impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("Bias Disclosure"). If any Party objects to the service of any Neutral or Appointed Neutral after receipt of that Neutral's Bias Disclosure, such Neutral or Appointed Neutral shall be replaced in the same manner in which that Neutral or Appointed Neutral was selected.

5. The Appointed Neutral or Neutral, as the case may be ("Arbitrator") shall fix the date, time and place for the hearing. The place of the hearing shall be within the Properties unless otherwise agreed by the Parties. In fixing the date of the hearing, or in continuing a hearing, the Arbitrator shall take into consideration the amount of time reasonably required to determine Claimant's damages accurately.

6. Any Party may be represented by an attorney or other authorized representative throughout the arbitration proceedings. In the event the Respondent fails to participate in the arbitration proceeding, the Arbitrator may not enter an Award by default, but shall hear Claimant's case and decide accordingly.

7. All persons who, in the judgment of the Arbitrator, have a direct interest in the arbitration are entitled to attend hearings. The Arbitrator shall determine any relevant legal issues, including whether all indispensable parties are Bound Parties or whether the claim is barred by the statute of limitations.

8. There shall be no stenographic record of the proceedings.

9. The hearing shall be conducted in whatever manner will, in the Arbitrator's judgment, most fairly and expeditiously permit the full presentation of the evidence and arguments of the Parties. The Arbitrator may issue such orders as it deems necessary to safeguard rights of the Parties in the dispute without prejudice to the rights of the Parties or the final determination of the dispute.

10. If the Arbitrator decides that it has insufficient expertise to determine a relevant issue raised during arbitration, the Arbitrator may retain the services of an independent expert who will assist the Arbitrator in making the necessary determination. The scope of such professional's assistance shall be determined by the Arbitrator in the Arbitrator's discretion. Such independent professional must not have any bias or financial or personal interest in the outcome of the arbitration, and shall immediately notify the Parties of any such bias or interest by delivering a Bias Disclosure to the Parties. If any Party objects to the service of any professional after receipt of a Bias Disclosure, such professional shall be replaced by another independent licensed professional selected by the Arbitrator.

11. No formal discovery shall be conducted in the absence of express written agreement among all the Parties. The only evidence to be presented at the hearing shall be that which is disclosed to all Parties at least 30 days prior to the hearing; provided, however, no Party shall deliberately withhold or refuse to disclose any evidence which is relevant and material to the Claim, and is not otherwise privileged. The Parties may offer such evidence as is relevant and material to the Claim, and shall produce such additional evidence as the Arbitrator may deem necessary to an understanding and determination of the Claim. The Arbitrator shall be the sole judge of the relevance and materiality of any evidence offered, and conformity to the legal rules of evidence shall not be necessary. The Arbitrator shall be authorized, but not required, to administer oaths to witnesses.

12. The Arbitrator shall declare the hearings closed when satisfied the record is complete.

13. There will be no posthearing briefs.

14. The Award shall be rendered immediately following the close of the hearing, if possible, and no later than 14 days from the close of the hearing, unless otherwise agreed by the Parties. The Award shall be in writing, shall be signed by the Arbitrator and acknowledged before a notary public. If the Arbitrator believes an opinion is necessary, it shall be in summary form.

15. If there is more than one arbitrator, all decisions of the Panel and the Award shall be by majority vote.

16. Each Party agrees to accept as legal delivery of the Award the deposit of a true copy in the mail addressed to that Party or its attorney at the address communicated to the Arbitrator at the hearing.

EXHIBIT "E"

**SECOND AMENDED AND RESTATED BY-LAWS
OF
DANIEL ISLAND COMMUNITY ASSOCIATION, INC.**

SECOND AMENDED AND RESTATED BY-LAWS
OF
DANIEL ISLAND COMMUNITY ASSOCIATION, INC.

WITNESSETH:

THESE SECOND AMENDED AND RESTATED BY-LAWS are made as of March 1, 2018 by Daniel Island Associates L.L.C., a Delaware limited liability company (hereinafter referred to as "Declarant");

WHEREAS, prior to the execution of the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Daniel Island Residential Zone (the "Declaration"), that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Daniel Island Residential Zone was filed of record on November 13, 2015, in Deed Book 2056, Page 320, and re-recorded on November 24, 2015, in Book 2063, Page 96, the Consolidated Declaration of Covenants, Conditions, and Restrictions for Daniel Island Residential Zone was filed of record on November 2, 2007, in Deed Book 6963, Page 7, et seq. and the Declaration of Covenants, Conditions, and Restrictions for Daniel Island Residential Zone was filed of record on September 21, 1995, in Deed Book 734, Page 147, et seq., in the Register of Deeds, Berkeley County, South Carolina (the "Original Declaration"). The definitions provided in Article I of the Declaration are incorporated in this preamble by reference.

WHEREAS, pursuant to the terms of that certain Assignment and Assumption of Rights and Easements between Daniel Island Development Company, Inc. and The Daniel Island Company, Inc., filed of record in Book 1093, Page 298, of aforesaid records, all Declarant's rights, title and interest in, to and under the Declaration were assigned to The Daniel Island Company, Inc.;

WHEREAS, pursuant to the terms of that certain Assignment and Assumption of Agreement between The Daniel Island Company, Inc. and Daniel Island Associates L.L.C., filed of record in Book 1478, Page 307 of the aforesaid records, all Declarant's rights, title and interest in, to and under the Declaration have been assigned to Daniel Island Associates L.L.C.;

WHEREAS, the Original Declaration provided for the formation of the Association whose By-Laws were affixed to the Original Declaration as Exhibit "E";

WHEREAS, pursuant to the terms of Section 6.6(a) of the By-Laws to the Original Declaration (the "Original By-Laws"), the Declarant may unilaterally amend the Original By-Laws provided that the amendment has no material adverse effect upon any right of any Member;

WHEREAS, the Declarant deems it appropriate for operation and administration to amend and restate the Original By-Laws and the Amended and Restated By-Laws by these Second Amended and Restated By-Laws of Daniel Island Community Association, Inc. (the "Second Amended and Restated By-Laws") attached thereto as Exhibit "E" to the Declaration;

WHEREAS, the Association is in agreement with these Second Amended and Restated By-Laws; and

WHEREAS, these Second Amended and Restated By-Laws do not materially modify or adversely affect any rights of any Owner.

NOW, THEREFORE, pursuant to the powers retained by the Declarant under the Original By-Laws of the Association, the Declarant hereby amends and restates the Original By-Laws and the Amended and Restated By-Laws as of the date of these Second Amended and Restated By-Laws. These Second Amended and Restated By-Laws supersede and replace the Original By-Laws and the Amended and Restated By-Laws.

EXHIBIT "E"

**THIRD AMENDED AND RESTATED BY-LAWS
OF
DANIEL ISLAND COMMUNITY ASSOCIATION, INC.**

THIRD AMENDED AND RESTATED BY-LAWS
OF
DANIEL ISLAND COMMUNITY ASSOCIATION, INC.

WITNESSETH:

THESE THIRD AMENDED AND RESTATED BY-LAWS are made as of March 1, 2019 by Daniel Island Associates L.L.C., a Delaware limited liability company (hereinafter referred to as "Declarant");

WHEREAS, pursuant to the terms of Section 6.6(a) of the By-Laws for Daniel Island Community Association, Inc., the Declarant may unilaterally amend the By-Laws provided that the amendment has no material adverse effect upon any right of any Member;

WHEREAS, the Declarant deems it appropriate for operation and administration to amend and restate the By-Laws by these Third Amended and Restated By-Laws of Daniel Island Community Association, Inc. (the "Third Amended and Restated By-Laws") attached thereto as Exhibit "E" to the Declaration;

WHEREAS, the Association is in agreement with these Third Amended and Restated By-Laws; and

WHEREAS, these Third Amended and Restated By-Laws do not materially modify or adversely affect any rights of any Owner.

NOW, THEREFORE, pursuant to the powers retained by the Declarant under the By-Laws of the Association, the Declarant hereby amends and restates the By-Laws. These Third Amended and Restated By-Laws supersede and replace the Second By-Laws and the Amended and Restated By-Laws and all other prior versions of the By-Laws for Daniel Island Community Association, Inc.

BY-LAWS
OF
DANIEL ISLAND COMMUNITY ASSOCIATION, INC.

ARTICLE I: NAME, PRINCIPAL OFFICE, AND DEFINITIONS

1.1 Name. The name of the corporation is Daniel Island Community Association, Inc. (the "Association"), a South Carolina mutual benefit corporation.

1.2 Principal Office. The principal office of the Association shall be located in either Charleston County or Berkeley County, South Carolina. The Association may have such other offices, either within or outside the State of South Carolina, as the Board of Directors may determine or as the affairs of the Association may require.

1.3 Definitions. The words used in these Third Amended and Restated By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that certain Declaration of Covenants, Conditions, and Restrictions for Daniel Island Residential Zone filed in the Public Records, as it may be amended, supplemented, consolidated, including, the Second Amendment thereto and any amendments thereto and any restatements thereof from time to time (the "Declaration"), unless the context indicates otherwise.

ARTICLE II: ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

2.1 Membership. The Association shall have two classes of membership, Class "A" and Class "B," as more fully set forth in the Declaration. Provisions of the Declaration pertaining to membership are incorporated herein by this reference.

2.2 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as the Board may designate, either within the Properties or as convenient as possible and practical. Meetings may be held by means of telephone conference, video conference or similar communications equipment, by means of which all persons participating in the meeting can converse with each other. Participation by one of these methods shall constitute presence in person at such meeting.

2.3 Annual Meetings. Annual meetings shall be held annually on a date and at a time set by the Board.

2.4 Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by Members representing at least five percent of the total Class "A" votes of the Association.

2.5 Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than 10 nor more than 60 days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these Third Amended and Restated By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage prepaid. If sent by facsimile, electronic mail, or other electronic communication device, notice shall be deemed delivered when transmitted to the Member at his or her address, e-mail address, or telephone or fax number as it appears on the Association's records. Failure to receive actual notice of an Association meeting shall not affect the validity of any action taken at such meeting.

2.6 Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Association, either before or after such meeting. Attendance at a meeting by a Member shall be deemed a waiver by such Member of any objection as to lack of notice of the time, date, and place thereof, unless specific objection as to the lack of proper notice is given at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at such meeting unless an objection to the consideration of the business is raised before or when the business is presented for a vote.

2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted that might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not set by those in attendance at the original meeting or if for any reason a new date is set for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

2.8 Voting. The voting rights of the Members shall be as set forth in the Declaration and in these Third Amended and Restated By-Laws, and such voting rights provisions are specifically incorporated by this reference. Except as otherwise specified in the Declaration or these Third Amended and Restated By-Laws, the vote for each Unit owned by a Class "A" Member shall be exercised by the Member owning such Unit, as provided in Article III of the Declaration. The Board may adopt policies and procedures regarding the methods of casting votes, such as written ballots, secret ballots, or electronic ballots.

2.9 List for Voting. After setting a record date for notice of a meeting, the Board shall prepare an alphabetical list of the names of the Members entitled to notice of such meeting. The list shall show the address of each Member and the number of votes each is entitled to cast at the meeting. The list for voting shall be made available for inspection in accordance with South Carolina law.

2.10 Proxies. On any matter as to which a Member is entitled to cast the vote for his Unit, such vote may be cast in person or by proxy, subject to the limitations of South Carolina law relating to use of general proxies and subject to any specific provision to the contrary in the Declaration or these Third Amended and Restated By-Laws. Every proxy shall be in writing specifying the Unit for which it is

given, signed by the Member or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon conveyance of any Unit for which it was given, upon receipt by the Secretary of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person, or 11 months from the date of the proxy, unless a shorter period is specified in the proxy.

2.11 Majority. As used in these Third Amended and Restated By-Laws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than 50% of the total eligible number.

2.12 Quorum. Except as otherwise provided in these Third Amended and Restated By-Laws or in the Declaration or the Articles of Incorporation of the Association, the presence of Members representing ten percent (10%) of the total Class "A" votes in the Association shall constitute a quorum at all meetings of the Association. In the event that the Association is unable to establish a quorum at a duly called and held meeting, the Board may adjourn and reconvene the meeting as provided in Section 2.7 of these Third Amended and Restated By-Laws and the quorum requirement at such reconvened meeting shall be the presence of the Members representing five percent (5%) of the total Class "A" votes in the Association.

2.13 Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.14 Action Without a Meeting. Any action required or permitted by law to be taken at any annual, regular, or special meeting of the Members may be taken without a meeting if: (i) the Association delivers a written ballot, or to the extent permitted by South Carolina and federal law, an electronic ballot to every Member entitled to vote on such matter; (ii) the number of votes cast by written or electronic ballot satisfies the quorum requirements set forth in Section 2.12; and (iii) at least a majority of the votes required to constitute a quorum approve such proposed action. A written or electronic ballot shall: (i) set forth each proposed action; (ii) provide an opportunity to vote for or against each proposed action; (iii) indicate the number of responses needed to meet the quorum requirements; (iv) state the percentage of approvals necessary to approve each matter other than election of directors; and (v) specify the time by which a ballot must be received by the Association in order to be counted. Except as provided herein, no written or electronic ballot may be revoked.

ARTICLE III: BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

A. Composition and Selection

3.1 Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one equal vote. Except with respect to directors appointed by the Class "B" Member or serving as a representative of the Declarant, the directors shall be eligible Members or residents; provided, however, no Owner and resident representing the same Unit may serve on the Board at the same time. No Owner or resident shall be eligible to serve as a director if any assessment for such Owner's or resident's Unit is delinquent. A "resident" for purposes of these Third Amended and Restated By-Laws shall mean any natural person 18 years of age or older whose principal residence is a Unit within the Properties. In the case of a Member or resident which is not a natural

person, any officer, director, partner, member, manager, employee, or fiduciary of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member or resident; provided, that no Member or resident may have more than one such representative on the Board at a time, except in the case of directors appointed by or serving as representatives of the Class "B" Member or Declarant.

3.2 Number of Directors. The Board shall consist of three to seven directors as provided in Sections 3.3 and 3.5 below.

3.3 Directors During Class "B" Control Period. Subject to the provisions of Section 3.5, the directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member during the Class "B" Control Period.

3.4 Nomination and Election Procedures.

(a) Determination of Candidates and Election of Directors. The slate of candidates for election to the Board of Directors will be determined by the submission of names to the Board of Directors by a stated date (the "Submission Date"). At least twenty-eight (28) days prior to the Submission Date, the Board of Directors will provide written, printed or electronic notice to the Members of the requirement to submit the names of candidates for inclusion on the ballot for election to the Board of Directors by the Submission Date. All persons who satisfy the criteria stated in Section 3.1 above, whose name was submitted by the Submission Date, and who satisfy the criteria stated herein or in the Declaration will be included on the ballot. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

(b) Election Procedures. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. The ballot shall be in the form prescribed stated in Section 2.14 above and as required by South Carolina law, including South Carolina Code Section 33-31-708, as amended. Directors may be elected to serve no more than two (2) consecutive terms.

3.5 Election and Term of Office. Notwithstanding any other provision of these Third Amended and Restated By-Laws:

(a) Within 30 days after the time that Class "A" Members other than Builders own 25% of the Units permitted by the Master Plan for the property described in Exhibits "A" and "B" of the Declaration, or whenever the Class "B" Member earlier determines, the President shall call for an election by which the Class "A" Members shall be entitled to elect one of the three directors, who shall be an at-large director. The remaining two directors shall be appointees of the Class "B" Member. The director elected by the Class "A" Members shall not be subject to removal by the Class "B" Member and shall be elected for a term of two years. If such director's term expires prior to the happening of the event described in subsection (b), a successor shall be elected for a like term.

(b) Within 30 days after the time that Class "A" Members other than Builders own 50 % of the Units permitted by the Master Plan for the property described in Exhibits "A" and "B" of the Declaration, or whenever the Class "B" Member earlier determines, the Board shall be increased to five directors. The President shall call for an election by which the Class "A" Members or the Members, if elected, shall be entitled to elect two of the five directors, who shall serve as at-large directors. The remaining three directors shall be appointees of the Class "B" Member. The directors elected by the Members shall not be subject to removal by the Class "B" Member and shall be elected for a term of two

years. If such directors' terms expire prior to the happening of the event described in subsection (c) below, successors shall be elected for a like term.

(c) Within 90 days after termination of the Class "B" Control Period, the President shall call for an election by which the Members shall be entitled to elect three of the five directors, who shall serve as at-large directors. The remaining two directors shall be appointees of the Class "B" Member. The directors elected by the Members shall not be subject to removal by the Class "B" Member and shall serve until the first annual meeting following the termination of the Class "B" Control Period. If such annual meeting is scheduled to occur within 90 days after termination of the Class "B" Control Period, this subsection shall not apply and directors shall be elected in accordance with subsection (d) below.

(d) Not later than the first annual meeting after the termination of the Class "B" Control Period, the Board shall be increased to seven directors and an election shall be held. Six directors shall be elected by the Members. Three directors shall serve a term of two years, and three directors shall serve a term of one year, as such directors determine among themselves. Until termination of the Class "B" membership, the Class "B" Member shall be entitled to appoint one director.

(e) Upon termination of the Class "B" membership, the director elected by the Class "B" Member shall resign and the remaining directors shall be entitled to appoint a director to serve until the next annual meeting, at which time the Members shall be entitled to elect a director to fill such position. Such director shall be elected for a term of two years.

(f) Upon the expiration of the term of office of each director elected by the Members, the Members entitled to elect such director shall be entitled to elect a successor to serve a term of two years. The directors elected by the Members shall hold office until their respective successors have been elected.

3.6 Removal of Directors and Vacancies. Any director elected by the Members may be removed, with or without cause, by the vote of Members representing a majority of the Class "A" votes, but shall not be subject to removal solely by the Class "B" Member. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Members to fill the vacancy for the remainder of the term of such director.

Any director elected by the Members who has three consecutive unexcused absences from Board meetings, or who is more than 30 days delinquent (or is the resident of a Unit that is delinquent or representative of a Member who is delinquent) in the payment of any assessment or other charge due the Association, may be removed by a majority of the directors, and the Board may appoint a successor to fill the vacancy until the next annual meeting, at which time the Members may elect a successor for the remainder of the term.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members may elect a successor for the remainder of the term.

This Section shall not apply to directors appointed by the Class "B" Member or to any director serving as a representative of the Declarant. The Class "B" Member or the Declarant shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability or resignation of a director appointed by or elected as a representative of the Class "B" Member or the Declarant.

B. Meetings.

3.7 Organizational Meetings. Within 30 days after the election or appointment of new directors, the Board shall hold an organizational meeting at such time and place as the Board shall set.

3.8 Regular Meetings. Regular meetings of the Board may be held at such time and place a majority of the directors shall determine, but at least four such meetings shall be held during each fiscal year with at least one per quarter. Notice of the time and place of a regular meeting shall be communicated to directors not less than four days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

3.9 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or Vice President or by any two directors. Notice of a regular meeting shall be communicated to directors in accordance with applicable law. Notice of a special meeting shall be communicated to directors not less than 72 hours prior to meeting. No notice need be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. The notice shall specify the time and place of the meeting, and in the case of a special meeting, the nature of any special business to be considered. Notices shall be given to each director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) telecopier transmission to the director's home or office, with confirmation of receipt by the receiving telecopier; (e) telegram, charges prepaid; (f) overnight or same day delivery, charges prepaid; (g) to the extent permitted by South Carolina and federal law, electronic mail or e-mail using Internet accessible equipment and services if the director has consented in writing to such method of delivery and has provided the Board with an electronic mail or e-mail address. All such notices shall be given at the director's telephone or telecopier number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deemed communicated when deposited into a United States mailbox. Notices given by personal, overnight or courier delivery, telephone, telecopier, or telegraph, electronic mail or e-mail shall be deemed communicated when delivered, telephoned, telecopied, electronically mailed, e-mailed or given to the telegraph company.

3.10 Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.11 Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of telephone conference, video conference, or similar communications equipment, by means of which all persons participating in the meeting can converse with each other. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

3.12 Quorum of Board of Directors. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these Third Amended and Restated By-Laws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the

withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five and not more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.13 Compensation. Directors shall not receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total Class "A" votes in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested director.

3.14 Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.15 Open Meetings. Subject to the provisions of Sections 3.11 and 3.16, all meetings of the Board shall be open to all Members and, if required by law, all Owners, but attendees other than directors may not participate in any discussion or deliberation unless permission to speak is requested on their behalf by a director. In such case, the President may limit the time any such individual may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than directors, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

3.16 Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3.17 Powers. The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Governing Documents, and as provided by law. The Board may do or cause to be done all acts and things that the Governing Documents, or South Carolina law do not direct to be done and exercised exclusively by the Members or the membership generally.

3.18 Duties. The duties of the Board shall include, without limitation:

(a) preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses, including any expenses associated with the Exclusive Common Areas;

(b) levying and collecting such assessments from the Owners;

(c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;

(d) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve funds may be deposited, in the directors' best business judgment, in depositories other than banks;

(f) making and amending use restrictions and rules in accordance with the Declaration;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Governing Documents;

(i) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board in the exercise of its business judgment determines is or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action;

(j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

(k) paying the costs of all services rendered to the Association;

(l) keeping books with detailed accounts of the receipts and expenditures of the Association;

(m) making available to any prospective purchaser of a Unit, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Unit, current copies of the Governing Documents and all other books, records, and financial statements of the Association as provided in Section 6.4;

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties;

(o) indemnifying a director, officer, ARB or committee member, or former director, officer, or ARB or committee member of the Association to the extent such indemnity is required by South Carolina law or the Governing Documents; and

(p) assisting in the resolution of disputes between Owners and others without litigation, as set forth in the Declaration.

3.19 Right of Class "B" Member to Disapprove Actions. So long as the Class "B" membership exists, the Class "B" Member shall have a right to disapprove any action, policy or program of the Association, the Board and any committee which, in the sole judgment of the Class "B" Member, would tend to impair rights of the Declarant or Builders under the Declaration or these Third Amended and Restated By-Laws, or interfere with development or construction of any portion of the Properties, or diminish the level of services being provided by the Association.

(a) The Class "B" Member shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, which notice complies as to the Board meetings with Sections 3.8, 3.9, 3.10, and 3.11 and which notice shall, except in the case of the regular meetings held pursuant to these Third Amended and Restated By-Laws, set forth with reasonable particularity the agenda to be followed at such meeting; and

(b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein.

No action, policy or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met.

The Class "B" Member, its representatives or agents shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. The Class "B" Member, acting through any officer or director, agent or authorized representative, may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within 10 days following receipt of written notice of the proposed action. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, or the Board or the Association. The Class "B" Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

3.20 Management. The Board of Directors may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board of Directors may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making authority or those duties set forth in Sections 3.18(a), 3.18(b), 3.18(f), 3.18(g) and 3.18(i). The Declarant or an affiliate of the Declarant may be employed as managing agent or manager.

The Board of Directors may delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

3.21 Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(f) commencing at the end of the quarter in which the first Unit is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless otherwise specified by Board resolution); and

(g) an annual report consisting of at least the following shall be made available to all Members within 120 days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines, by an independent public accountant.

3.22 **Borrowing.** The Association shall have the power to borrow money for any legal purpose; provided, the Board shall obtain Member approval in the same manner provided in Section 8.6 of the Declaration for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 10% of the budgeted gross expenses of the Association for that fiscal year.

3.23 **Right to Contract.** The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common and/or long-term management, operational, or other agreements with trusts, condominiums, cooperatives, or other owners or residents associations within and outside the Properties;

provided, any common management agreement shall require the consent of a majority of the total number of directors of the Association.

3.24 Enforcement. In addition to such other rights as are specifically granted under the Declaration, the Board shall have the power to impose reasonable monetary fines, which shall constitute a lien upon the Unit of the violator, and to suspend an Owner's right to vote for violation of any duty imposed under the Governing Documents. In addition, the Board may suspend any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than 30 days delinquent in paying any assessment or other charges owed to the Association. In the event that any occupant, tenant, employee, guest or invitee of a Unit violates the Declaration, these Third Amended and Restated By-Laws, or a rule and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Governing Documents shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) Notice. Prior to imposition of any sanction hereunder or under the Declaration, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than 10 days within which the alleged violator may present a written request for a hearing to the Board or the Covenants Committee, if one has been appointed pursuant to Article V; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within 10 days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided the Board or Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 10-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(b) Hearing. If a hearing is requested within the allotted 10-day period, the hearing shall be held before the Covenants Committee, or if none has been appointed, then before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notices shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To exercise this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within 10 days after the hearing date.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Declaration, these Third Amended and Restated By-Laws, or the rules of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules) or, following compliance with the dispute resolution procedures set forth in Article XIV of the Declaration, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. Any entry onto a Unit for purposes of exercising this power of self-help shall not be deemed as trespass.

3.25 Board and Officer Training. The Board may conduct or provide for seminars and continuing educational opportunities designed to educate and inform its officers and directors of their responsibilities as officers and directors. Such programs may include instruction on applicable South Carolina corporate and fiduciary law principles, other issues relating to administering community affairs and upholding and enforcing the Governing Documents. The Board may retain industry professionals, which may include property managers, attorneys and accountants, as appropriate or necessary for such purpose. Expenses relating to such educational opportunities shall be a Common Expense of the Association.

The Board may also provide, or provide for, Owner and occupant education designed to foster a better understanding of Daniel Island's governance and operations and leadership training classes designed to educate Members of the nomination, election, and voting processes and the duties and responsibilities of the directors and officers.

ARTICLE IV: OFFICERS

4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The President and Secretary shall be elected from among the members of the Board; other officers may, but need not be members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2 Election and Term of Office. The Board shall elect the officers of the Association annually at the organizational meeting of each new Board, to serve until their successors are elected.

4.3 Removal and Vacancies. The Board may remove any officer whenever in its judgment the best interests of the Association will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

4.4 Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The Secretary shall be responsible for preparing minutes of meetings of the Members and the Board and for authenticating records of the Association.

4.5 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6 Agreements, Contracts, Deeds, Leases, Checks, Etc. During the Class B Control Period, the Declarant may authorize a member of the Board appointed by the Declarant or the President of the Association to execute any and all agreements, contracts, deeds, leases, checks, and other instruments on behalf of the Association. Following the termination of the Class B Control Period and unless otherwise determined by the Board in its reasonable discretion, all agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two officers of the Association. In addition, the Board may designate and authorize other person or persons, who are not officers of the

Association, to execute documents and instruments on behalf of the Association by a written resolution of the Board authorizing such person or persons.

4.7 Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.13.

ARTICLE V: COMMITTEES

5.1 General. The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

5.2 Covenants Committee. In addition to any other committees which the Board may establish pursuant to Section 5.1, the Board may appoint a Covenants Committee consisting of at least three and no more than seven Members. Acting in accordance with the provisions of the Declaration, these Third Amended and Restated By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Section 3.24 of these Third Amended and Restated By-Laws.

5.3 Committee Membership. The Board shall strive to appoint persons to serve on a committee who have the necessary knowledge, experience or education to provide service and information to the committee necessary for the committee to fulfill its obligations in an efficient and competent manner. By way of illustration only, the Board shall strive to appoint persons to serve on the ARB or Modification Committee, as referenced in Article IX of the Declaration, who have professional knowledge, experience or education in architecture, engineering, design, landscaping, construction, or similar areas which are necessary to fulfill the duties of such committee. Further, the Board will strive to appoint persons to serve on any finance committee who have professional knowledge, experience or education in budgeting, finance, accounting, cash management, or similar areas which are necessary to fulfill the obligations of a finance committee member.

ARTICLE VI: MISCELLANEOUS

6.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless the Board establishes a different fiscal year by resolution.

6.2 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order Newly Revised (current edition) shall govern the conduct of Association proceedings when not in conflict with South Carolina law, the Articles of Incorporation, the Declaration, or these Third Amended and Restated By-Laws.

6.3 Conflicts. If there are conflicts between the provisions of South Carolina law, the Articles of Incorporation, the Declaration, and these Third Amended and Restated By-Laws, the provisions of South Carolina law, the Declaration, the Articles of Incorporation, and the Third Amended and Restated By-Laws (in that order) shall prevail.

6.4 Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Unit, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Unit: the Governing Documents including any amendments,

supplements, consolidations and restatements to the foregoing, the rules of the Association, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place within the Properties as the Board shall designate during normal business hours.

(b) Rules for Inspection. The Board shall establish rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

6.5 Notices. Except as otherwise provided in the Declaration or these Third Amended and Restated By-Laws, all notices, demands, bills, statements, or other communications under the Declaration or these Third Amended and Restated By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) if to a Member or Member, at the address which the Member or Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member or Member; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

If mailed, any notice shall be deemed to be delivered when deposited in the United States mail addressed with postage prepaid. To increase flexibility, any Person, including the Association may consent to request in writing additional methods of receiving notice, including but not limited to, facsimile, electronic mail, or e-mail.

6.6 Amendment.

(a) By Class "B" Member. The Declarant may unilaterally amend these Third Amended and Restated By-Laws at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; or (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as the Class "B" membership exists, the Declarant may unilaterally amend these Third Amended and Restated By-Laws for any other purpose, provided the amendment has no material adverse effect upon any right of any Member; provided, however, the U.S. Department of Veterans Affairs and the U.S. Department of Housing and Urban Development shall have

the right to disapprove any such amendment if either organization is insuring or guaranteeing Mortgages in the Properties.

(b) By Members Generally. Except as provided above, these Third Amended and Restated By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing 51% of the total Class "A" votes in the Association, and the consent of the Class "B" Member, if such exists. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Validity and Effective Date of Amendments. Amendments to these Third Amended and Restated By-Laws shall become effective upon recordation in the Public Records, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Third Amended and Restated By-Laws.

No amendment may remove, revoke, or modify any right or privilege of the Declarant or the Class "B" Member without the written consent of the Declarant, the Class "B" Member, or the assignee of such right or privilege.