

BYLAWS OF
TURN OF RIVER OWNERS ASSOCIATION, INC.

Pursuant to the provisions of the South Carolina Nonprofit Corporation Act, the Board of Directors of Turn of River Owners Association, Inc., a South Carolina nonprofit corporation, hereby adopts the following Bylaws for such corporation.

ARTICLE I

NAME AND PRINCIPAL OFFICE

1.1. Name. The name of the nonprofit corporation is "Turn of River Owners Association, Inc.", hereinafter referred to as the "Association".

1.2. Offices. The principal offices of the Association shall be in Charleston County, South Carolina.

ARTICLE II

DEFINITIONS

2.1. Definitions. Except as otherwise provided herein or required by the context hereof, all terms defined in the Master Deed of the Turn of River Horizontal Property Regime (the "Master Deed") shall have the same defined meanings when used in these Bylaws.

ARTICLE III

MEMBERS

3.1. Members. Members shall be those Persons defined in Article IV, Section 2 of the Master Deed. As set forth in such section, a member shall have the right to cast the number of votes attributable to the Common Interest of all Units owned by such Member.

3.2. Annual and Regular Meetings. The first meeting of the Members shall be held within one (1) year from the date of recordation of the Master Deed. Subsequent annual meetings shall be set by the Board so as to occur no later than ninety (90) days after the close of the Association's fiscal year, provided that the date for such annual meeting may be deferred by the Board of Directors. Other regular meetings of the Members, if any, shall be held on such dates as the Board of Directors may determine. Meetings may be held in South Carolina at such location as is determined by the Board of Directors.

3.3. Special Meetings. Special meetings of the Members may be called (a) by or at the request of the Board of Directors or the President or (b) if Members owning at least twenty five percent (25%) of the total Common Interests (as defined in the Master Deed) deliver to the President or Secretary of the Association, a written and signed demand for such a meeting

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describing the purpose for which it will be held. The close of business on the thirtieth (30th) day before delivery of the demand for a special meeting shall be the record date for determining whether the twenty five percent (25%) requirement has been met. The special meeting shall be held within thirty (30) days of the delivery of the written demand. Special meetings shall be held in South Carolina at such location as is determined by the President or the Board of Directors. The notice of the special meeting shall state the date, time, location and purpose(s) of the meeting. Only those matters that are within the purpose(s) described in the meeting notice shall be addressed at the special meeting.

3.4. Notice of Meetings. Notice to Members of meetings shall be in accordance with Section 10.1. Notice of meetings shall be mailed by first class or registered mail or personally delivered no less than ten (10) and no more than sixty (60) days before the meeting date.

3.5. Waiver of Notice of Meeting. Attendance of a Member at a meeting shall be deemed waiver of notice of the meeting unless the Member objects at the beginning of the meeting to holding the meeting or transacting business at the meeting, and proper notice of the meeting was not given to the Member(s).

3.6. Quorum and Vote Required. The presence in person or by proxy of Members owning at least fifty one percent (51%) of the total Common Interests (as defined in the Master Deed) shall constitute a quorum. In accordance with the Act, as defined in the Master Deed, the vote of Members owning at least fifty one percent (51%) of the total Common Interests (as defined in the Master Deed) shall be required for any action which is determined by the Members.

3.7. Action by Written Ballot. Any action that may be taken at any annual, regular or special meeting of Members may be taken without a meeting if the Association delivers a written ballot, setting forth the proposed action and providing an opportunity to vote for or against such action, to every Member entitled to vote on the matter. Approval of such action shall be deemed to occur when the number of votes cast by ballot equals or exceeds those that would otherwise be required. Any solicitation for votes by a written ballot shall (a) state the number of responses required to meet the quorum requirements and the percentage of approvals necessary to approve the matter (other than election of directors) and (b) specify the time by which the ballot must be received by the Association in order to be counted.

3.8. Proxies. Votes may be cast in person or by proxy at all meetings. The holder of a proxy need not be a Member. Unless otherwise stated in the proxy, the proxy is valid for a period of one (1) year from the date of the proxy. The proxy may be revoked if the Member attends the meeting and votes in person or a written notice of revocation is delivered to the President or Secretary of the Association.

ARTICLE IV BOARD OF DIRECTORS

4.1. General Powers. As set forth in Article IV, Section 3 of the Master Deed, the Property, affairs, and business of the Association shall be managed by its Board of Directors. The

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Board may exercise all of the powers of the Association, whether derived from law, the Master Deed, the Articles of Incorporation, or these Bylaws, except such powers as are expressly vested in another Person by such sources. The Board, in addition to other powers, shall have authority to make decisions regarding the care, upkeep and surveillance of the Property, the Common Area and Limited Common Area; and to designate and dismiss personnel as necessary for the proper functioning of such area. The Board may by written contract delegate, in whole or in part, to a Management Agent such of its duties, responsibilities, function, and powers, or those of any officer, as are properly delegable. The Board shall constitute the final administrative authority of the Association, and all decisions of the Board shall be binding upon the Association.

4.2. Number, Tenure, and Qualifications.

4.2.1. For so long as Declarant owns a Controlling Interest (see Article IV, Section 4 of the Master Deed), the Board of Directors shall consist of not less than three (3) nor more than five (5) individuals, as designated by Declarant from time-to-time. Such Directors need not be Members.

4.2.2. At such time as the Declarant no longer owns a Controlling Interest, or such earlier time as the Declarant records a document waiving its authority to designate the Board, the successor Board shall be selected as follows:

A. The successor Board shall consist of not less than three (3) nor more than five (5) Persons. Each director shall be a Member or, if the Member is an organization, a person approved or designated by such Organization. The current Board of the Association shall constitute a Nominating Committee to nominate competent and responsible Persons to serve as Directors of the Association. The President or Secretary of the Association shall cause written notice to be given, in accordance with Section 10.1, to all Members that a meeting shall be held at a designated time and place in Charleston County not earlier than seven (7) days after the date such notice is given for election of Directors. The notice shall contain the names of those persons recommended by the Nominating Committee, but shall note that other nominations may be made by Members at the meeting.

B. At the meeting and each subsequent election of Directors, each Member, personally or by written proxy in form approved by the then existing Board, shall be entitled to cast all of the votes as are allocable to the Units owned by such Member. The number of votes allocable to each Unit shall be the same as the Common Interest allocable to such Unit, as defined in the Master Deed.

C. After giving the Members (or proxy holders) attending such meeting the opportunity to nominate other Persons, with a second by another Member or proxy holder, the Directors shall be elected by written ballot. Each Member shall be authorized to vote for as many nominees as the number of Directors to be elected (i.e. if three Directors are being elected, then the Member may cast his votes for three nominees). Those nominees receiving the highest number of votes shall be the Directors.

D. In subsequent elections for Directors, the same procedure as set forth above shall be followed.

4.3. Annual and Regular Meetings. The first meeting of the Board of Directors shall be held within one (1) year from the date of recordation of the Master Deed. Subsequent annual meetings shall be set by the Board so as to occur no later than ninety (90) days after the close of the Association's fiscal year, provided that the date for such annual meeting may be deferred by the Board of Directors. Regular meetings of the Board of Directors shall be held on such dates as the Board of Directors may determine.

4.4. Special Meetings. Special meetings of the Board may be called by or at the request of two Directors, or if there are less than three Directors, then any Director. The Director(s) calling a special meeting of the Board may fix any place within Charleston County, South Carolina (or such other place as is approved by all Directors) as the place for holding such a meeting. Except as otherwise required or permitted by the South Carolina Nonprofit Corporation Act, notice of any special meetings shall be given at least two (2) days prior thereto. The notice shall state the date, time and place of the meeting, but it shall not be necessary to state the purpose. Notice shall be in accordance with Section 10.1, provided that notice may also be given by facsimile transmission if the Director given such notice has provided a facsimile number to the Association and the sender retains a record of its electronic receipt.

4.5. Quorum, Telephonic Meetings and Manner of Acting. A majority of the number of Directors then holding office shall constitute a quorum for the transaction of business at any meeting of the Board. Upon approval of a majority of the Board, a meeting may be conducted by any electronic means which permits all participating Directors to communicate simultaneously (such as a telephone conference call). The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board. A Director who is present at a meeting shall be deemed to have assented to the action taken at such meeting unless (a) the Director objects at the beginning of the meeting, or promptly upon arrival, to holding the meeting or transacting business at the meeting; or (b) the Director votes against the action and the vote is entered in the minutes of the meeting, or (c) the Director abstains and the abstention is entered in the minutes of the meeting. The Directors shall act only as a Board and individual Directors shall have no powers as such.

4.6. Waiver of Notice of Meeting. Attendance of a Director at a meeting shall be deemed waiver of notice of the meeting unless the Director objects to the calling of the meeting before the business is put to a vote, and proper notice of the meeting was not given.

4.7. Compensation. No Director shall receive compensation for any services that he may render to the Association as a Director; provided, however, that Directors may be reimbursed for expenses incurred in performance of their duties as Directors and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as Directors.

4.8. Resignation and Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed at any time for or without cause, by proper action of the Person(s) having the right to designate or elect Directors at the time of removal (see Sections 4.2.1. and 4.2.2., above).

4.9. Vacancies. If a vacancy shall occur in the Board by reason of the death or resignation of a Director, then such vacancy shall be filled by vote of the remaining Directors. If a vacancy shall occur in the Board by reason of removal, then such vacancy shall be filled solely by vote of the Person(s) then having the right to designate or elect Directors. Any Director designated or appointed to fill a vacancy shall serve for the unexpired term of his predecessor.

4.10. Action of Directors Without Meeting. Any action that is required or permitted to be taken at a meeting of the Board may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors and filed with the records of the Board.

ARTICLE V OFFICERS

5.1. Number. The officers of the Association shall be a President, a Vice President, a Secretary-Treasurer (with the responsibilities of Secretary and Treasurer set forth below), and such other officers, including Assistant Secretaries, as may from time to time be appointed by the Board.

5.2. Election, Tenure, and Qualifications. The officers of the Association shall be chosen by the Board at the regular annual meeting of the Board. In the event of failure to choose officers at such regular annual meeting of the Board, officers may be chosen at any regular or special meeting of the Board. Each officer (whether chosen at a regular annual meeting of the Board or otherwise) shall hold his office until the next ensuing regular annual meeting of the Board and until his successor shall have been chosen and qualified, or until his death, or until his resignation or removal in the manner provided in these Bylaws, whichever first occurs. Any one individual may hold any two or more of such offices, except that the President may not also be the Secretary-Treasurer. No individual holding two or more offices shall act in or execute any instrument in the capacity of more than one office. During the period that the Declarant owns a Controlling Interest (see Article IV, Section 4 of the Master Deed), it is not necessary that an officer be a Director or a Member.

5.3. Subordinate Officers and Agents. The Board may from time to time appoint such other officers or agents as it deems advisable, each of whom shall have such title, hold office for such periods, have such authority, and perform such duties as the Board may from time to time determine. The Board may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. It is not necessary that a subordinate officer or agent be a Director or a Member.

5.4. Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board at any time, for or without cause.

5.5. Vacancies and Newly Created Offices. If any vacancies shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board at any regular special meeting.

5.6. The President. The President shall preside at meetings of the Board and at meetings of Members called by the Association. He shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things that the Board may require of him; provided that the Board may authorize other officers or Persons to act on specific matters by proper resolution of the Board.

5.7. The Vice President. The Vice President shall preside in the absence of the President and shall do and perform all other acts and things that the Board may require of him.

5.8. The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Master Deed, or any resolution of the Board may require him to keep. He shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. He shall perform such other duties as the Board may require of him.

5.9. The Treasurer. The Treasurer shall have custody and control of the funds of the Association, subject to the action of the Board, and shall, when requested by the President or the Board to do so, report the state of the finances of the Association. He shall perform such other duties as the Board may require of him.

5.10. Compensation. No officer shall receive compensation for any services that he may render to the Association as an officer; provided further, however, that officers may be reimbursed for expenses incurred in performance of their duties as officers and, except as otherwise provided in these Bylaws, may be additionally compensated for services rendered to the Association other than in their capacities as officers.

ARTICLE VI COMMITTEES

6.1. Designation of Committees. The Board may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated hereunder shall consist of such number as the Board shall determine. No committee member shall receive compensation for services that he may render to the Association as a committee member; provided, however, that committee members may be reimbursed for expenses incurred in

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performance of their duties as committee members and (except as otherwise provided by these Bylaws) may be compensated for services rendered to the Association other than in their capacities as committee members. It is not necessary that a committee member be a Director, an officer or a Member.

6.2. Proceedings of Committees. Each committee designated hereunder by the Board may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board. Unless expressly delegated to the committee by the Board, the power and authority of each committee shall only be to make recommendations to the Board, which shall have the final decision whether to take any action or not.

6.3. Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Board, the presence of members constituting at least a majority of the authorized membership of such committee shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

6.4. Resignation and Removal. Any member of any committee designated hereunder by the Board may resign at any time by delivering a written resignation either to the President, the Board, of the presiding officer of the committee of which he is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, for or without cause, remove any member of any committee designated by it hereunder.

6.5. Vacancies. If any vacancy shall occur in any committee designated by the Board hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

ARTICLE VII INDEMNIFICATION

7.1. Indemnification. The Association shall indemnify any Person who was or is a party to, or is threatened to be made a party to, any threatened, pending, or completed action, suit, or proceeding (including a proceeding brought by the Association) whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director, officer, employee, or agent of the Association, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement in connection with such action, suit, or proceeding, if the indemnified Person (a) acted in good faith, without fraudulent intent or gross negligence (or, if the action is brought by the Association, without negligence or breach of any contractual or fiduciary obligation to the Association), and in a manner he reasonably believed to be in or not opposed to the best interest of the Association,

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and (b) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgement, order, or settlement, or plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

7.2. Determination. To the extent that a Director, officer, employee, or agent of the Association had been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 7.1, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Section 7.1 hereof shall be made by the Association only upon a determination that indemnification of the Director, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Section 7.1 hereof. Such determination shall be made by the Board by a majority vote of a quorum consisting of Directors excluding the Person whose indemnification is being considered.

7.3. Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board (excluding the Person whose indemnification is being considered) and upon receipt of an undertaking by or on behalf of the Director, officer, employee, or agent to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Association as authorized by this Article.

7.4. Scope of Indemnification. The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Master Deed, Articles of Incorporation, Bylaws, agreements, vote of disinterested members of Directors, or applicable law. The indemnification authorized by this Article shall apply to all present and future Directors, officers, employees, and agents of the Association and shall continue as to such Persons who cease to be Directors, officers, employees, or agents of the Association and shall inure to the benefit of the heirs and legal representatives of all such Persons.

7.5. Insurance. The Association may purchase and maintain insurance on behalf of any Person who was or is a Director, officer, employee, or agent of the Association against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the Bylaws or the laws of the State of South Carolina, as the same may hereafter be amended or modified.

7.6. Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute Common Expenses of the Association and shall be paid with funds of the Association.

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ARTICLE VIII
FISCAL YEAR AND SEAL

8.1. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January each year and shall end on the 31st day of December next following, except that the first fiscal year shall begin on the date of incorporation.

8.2. Seal. The Board may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, and the word "Seal."

ARTICLE IX
RULES AND REGULATIONS

9.1. Rules and Regulations. In accordance with Article IV, Section 5 of the Master Deed, the Board may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Property, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, the Master Deed, or these Bylaws. Upon request of any Member, such Member shall be provided a copy of the rules and regulations or the Master Deed, provided that the Board may charge a reasonable fee to cover any reproduction, mailing or administrative costs involved.

ARTICLE X
NOTICES

10.1. Notices. Unless otherwise expressly stated in these Bylaws, notices required hereunder shall be deemed given when in writing and delivered by hand or three (3) calendar days after being deposited in the United States Mail, First Class, postage prepaid. (See Section 3.4 for notices to Members of meetings.)

All notices to Members shall be delivered or sent to such address as has been designated in writing to the Association, or if no address had been so designated, at the addresses of a Unit owned by such Member.

All notices to the Association shall be delivered or sent in care of the Association at:

c/o Turn of River Owners Association, Inc., P. O. Box 1500, Folly Beach, South Carolina, 29439

or to such other address as the Association may from time to time notify the Members and the Declarant.

All notices to Declarant shall be delivered or sent in care of Declarant at:

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c/o Turn of River, LLC, P. O. Box 1500, Folly Beach, South Carolina, 29439

or to such other address as Declarant may from time to time notify the Association.

~~All notices to mortgagees shall be delivered or sent to such addresses as such mortgagees specify in writing to the Association.~~

ARTICLE XI
AMENDMENT OF BYLAWS

11.1. Amendment by Association. The Bylaws may be amended by a vote of the Members representing at least fifty-one percent (51%) of the Common Interests. Notice of a meeting of the Association to vote on the proposed amendment(s) shall to be given to Members in the same manner that is set forth in Section 3.4, above. The notice shall contain a general description of the proposed change and purpose of the proposed change. No amendment shall be valid if it is materially different from that set forth in the notice or inconsistent with the Master Deed or Articles of Incorporation of the Association, as amended. No amendment to the Bylaws which imposes a greater economic or legal burden on Declarant than exists under the current provisions of these Bylaws shall be valid unless it is approved, in writing, by Declarant. Upon amendment of the Bylaws, such amendment shall be recorded within a reasonable period of time in the R.M.C. Office for Charleston County, South Carolina.

11.2. Amendment by Declarant. Declarant may amend the Bylaws without the consent of the Association, the Board, any Member or any mortgagee if, in Declarant's opinion, such amendment is necessary to (i) bring any provision of the Bylaws or the Master Deed into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which is in conflict with the Master Deed or the Bylaws; (ii) enable any title insurance company to issue title insurance coverage with respect to any Units subject to the Master Deed; (iii) enable any mortgagee to make mortgage loans on any Unit or other improvements subject to the Master Deed; (iv) enable any governmental agency or private mortgage insurance company to insure mortgages on the Units subject to the Master Deed; (v) enable any insurer to provide insurance required by the Master Deed; (vi) comply with any regulation of a Federal Home Loan Bank Board, Veterans Administration, Department of Housing and Urban Development and/or the Federal Housing Administration, or (vii) clarify any provision of the Bylaws or the Master Deed or eliminate any conflict between provisions of the Bylaws or the Master Deed.

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EXHIBIT J

DOCK RULES AND REGULATIONS
FOR
TURN OF RIVER HORIZONTAL PROPERTY REGIME

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DOCK RULES AND REGULATIONS

FOR

TURN OF RIVER HORIZONTAL PROPERTY REGIME

~~Section 1. Definitions. These Rules and Regulations (the "Dock Rules") are adopted by the Board of Directors (the "Board of Directors") of Turn of River Owners Association, Inc. (the "Association") pursuant to Article IV, Section 5 of the Turn of River Master Deed (the "Master Deed"). The terms used in these Dock Rules have the same meaning as set forth in the Master Deed unless otherwise expressly stated.~~

1.1. "Dock" means all structures and fixtures of any kind which are part of the existing pier and dock under South Carolina Coastal Council Permit OCRM-95-ID-005-P, and all modifications and amendments to such Permit, plus any modification of the existing pier and dock. It includes, without limitation, any dock, finger pier, piling, walkway, bulkhead, cleat, wall, fence, sign, float, dock storage boxes, utility lines and outlets, and all additions or modifications thereof.

1.2. "Dock Committee" means any committee of the Association elected or designated by the Board of Directors to establish and enforce these Dock Rules. If no Committee has been appointed by the Board of Directors, the Board of Directors shall be deemed to be the Committee. The Board of Directors shall provide for the terms of the members of the Dock Committee and shall determine which member of the Dock Committee shall serve as its chairman. A majority of the Dock Committee shall constitute a quorum to transact business in any meeting, and the action of a majority present shall constitute the action of the Dock Committee. The Board of Directors may rescind or modify any action of the Dock Committee.

1.3. "Dock Expenses" means all expenses incurred by the Association in connection with the maintenance and management of the Dock.

1.4. "Slip" means a portion of the Dock which is intended for use by one (1) Vessel.

1.5. "Slip Renter" means a Turn of River Unit Owner or resident of a Unit who has the right to use a Slip pursuant to a written agreement (the "Slip Rental Agreement") with the Association. (See Sections 4 and 5.)

1.6. "Vessel" means any leisure or recreational motor boat, sailboat or other water craft using or proposing to use the Dock or a Slip. Unless otherwise expressly permitted by the Board of Directors, houseboats, house-like barges, seaplanes, and commercial marine vessels are prohibited. In the event of any dispute as to whether a particular vessel or boat is permitted to be kept in a Slip or

otherwise operated within the Dock, the determination of the Board of Directors, in its sole discretion, shall be dispositive.

Section 2. Restrictions on Dock Use Rights. Any right of a Unit Owner or any other Person to use a Slip is subject to:

2.1. The right of the Association to borrow money for the purpose of improving the Dock and, in connection therewith, to mortgage the Dock.

2.2. The right of the Association to take such steps as are reasonably necessary to protect the Dock against foreclosure, tax liens and governmental actions.

2.3. The right of the Association to suspend the use by any Owner or tenant of an Owner during any period during which the Unit Owner is not in good standing under the Master Deed or Slip Rental Agreement.

2.4. The right of the Association to maintain the Dock and Slips. For the purpose of performing maintenance of the Dock, the Association, through its duly authorized agents, employees or independent contractors, shall have the right, after reasonable notice to the Slip Renter, to enter upon any Slip or Vessel at reasonable hours on any day. Such notice shall not be required in the event of an emergency.

2.5. These Dock Rules, the Articles of Incorporation, the Master Deed and the Bylaws of the Association.

2.6. The right of fire, police, coast guard, health and sanitation and other public service personnel and vehicles to have access to, and use of, the Dock and any Vessel for the purpose of performing their duly authorized duties.

2.7. Any rights or restrictions lawfully imposed by any federal, state, county or municipal regulatory entity, including the right of the Declarant or Association to install or construct any facilities or improvements lawfully required by such regulatory entities.

2.8. In case of any personal emergency or apparent emergency originating in, or threatening any Slip or Vessel located at or near the Dock, regardless of whether the Vessel owner is present at the time of such emergency, the right of any person authorized by the Board of Directors or Dock Committee to enter such Slip and the Vessel located therein for the purpose of remedying or abating the cause of such emergency.

2.9. The right of any Unit Owner or tenant of a Unit Owner to have reasonable access to the Dock (but not to or across any Vessel at the Dock) for

the purpose of fishing, crabbing, or ingress or egress to a Vessel temporarily at the Dock; provided that such use is conducted in a manner which (a) is unlikely to cause injury to a Vessel at the Dock, the Dock, or a person on the Dock or on a Vessel at the Dock, and (b) does not interfere with the safe operation of the Dock or a Vessel at the Dock.

Section 3. Rules Regarding Use of Slips and Dock.

3.1. Slip Renter's Responsibility. Each Slip Renter shall keep his Slip and Vessel at all times in a neat, clean and safe condition. If the Slip Renter fails to do so, in the opinion of the Dock Committee, the Association may cause the necessary work to be done and the Slip Renter shall reimburse the Association therefor (and, if the Slip Renter is an Owner, the Owner shall be subject to a Special Assessment therefor, pursuant to the Master Deed). The Association or the Dock Committee shall have the right to remove from the Dock at the Slip Renter's cost any Vessel which is not maintained in a neat, clean and safe condition, as determined by the Dock Committee, but the Association and the Dock Committee shall have no liability to any Vessel owner to keep the owner's Slip or Vessel in a neat, clean and safe condition. If the expense of any maintenance, repair or reconstruction of any portion of the Dock or the Property is necessitated by the negligent or willful acts or omissions of a Slip Renter, or his agents, lessees, invitees, licensees, family or guests, such expenses and any other costs or expenses incurred by the Association as the result of such acts or omissions shall be borne by such Slip Renter (and, if the Slip Renter is an Owner, the Owner shall be subject to a Special Assessment therefor, pursuant to the Master Deed).

3.2. One Vessel. Except as otherwise expressly approved by the Dock Committee, only one (1) Vessel may be moored in a Slip at any time.

3.3. Commercial Activities. Except as otherwise approved in writing by the Board of Directors, no trade or business shall be conducted or carried on upon any Slip or any Vessel at any Slip. The foregoing does not apply to the activities of the Association or any activity required by a governmental agency.

3.4. Pets. No pets or other animals shall be permitted to stay aboard a Vessel unless accompanied by a person. No pets shall be permitted on the Dock except when embarking and disembarking from Vessels. All pets on the Dock shall be leashed (when not on a Vessel) in such a manner as not to disrupt the activities or passage of other persons and shall be attended at all times. Pet owners are responsible for cleaning up after their pets.

3.5. Mooring Rules and Regulations. Each Vessel operator is solely responsible for the proper mooring of his Vessel and is required to maintain mooring lines in good and sufficiently strong condition to secure the Vessel at all

times. Any mooring rules or procedures issued by the Dock Committee shall be complied with at all times. Vessels moored in a Slip shall not be permitted to extend onto the pier or beyond the limits of the Slip allocated to the Slip Renter. The estimated size and dimensions of a Slip do not ensure that a Vessel of that size can be moored in the Slip because of the need for reasonable maneuvering room, tidal movement, variances in Vessel characteristics, depth requirements, and projections (including all bowsprits, booms, pulpits, ladders, and other projections and overhangs).

3.6. High Wind and Flood Threats. During high velocity wind or flooding threats, each Slip Renter and Vessel operator using the Slip shall be responsible for following all safety precautions that may be issued or recommended by the National Hurricane Center, National Weather Service, U.S. Coast Guard, the Association (or its authorized agent) or any other applicable agency. If a Slip Renter plans to be absent during the hurricane season, such Slip Renter shall prepare his Slip and secure or remove, as appropriate, his Vessel prior to his departure in accordance with the standards established by the Dock Committee, or designate a responsible and competent firm or individual to care for his Slip and Vessel should there be a hurricane or other storm. The Slip Renter shall notify the Dock Committee of the name, address and telephone number of such firm or individual. Such firm or individual shall be subject to the approval of the Association. If a Vessel in a Slip sinks as a result of a storm, or for any other reason, the Slip Renter shall remove the sunken Vessel from the Dock immediately after the occurrence of such event and, if not so removed within forty-eight (48) hours after the sinking, or such additional time as the Dock Committee may authorize, the Association may (but shall not be obligated to) remove the sunken Vessel and impose a Special Assessment against the Slip Renter, if an Owner, or a special charge, if not an Owner, for the cost of such removal and any storage. Each Slip Renter shall indemnify, defend and save the Association, the Board of Directors, the Dock Committee, and their agents, employees and designees for and from any costs, loss or damage incurred in connection with the exercise or nonexercise of the Association's rights hereunder.

3.7. Oven Fires. No open fires shall be permitted on any Vessel or the Dock unless expressly approved by the Dock Committee.

3.8. Cleaning of Fish. No fish or other marine life of any kind shall be cleaned, prepared or processed in any manner on the Dock unless all debris is completely removed from the Dock and the area is immediately washed to remove any residue.

3.9. Inspection and Removal of Vessels. The Association shall have the right to inspect, or authorize appropriate government officials to inspect, any Vessel in a Slip at the Dock to determine its compliance with all applicable municipal, county, state and federal fire, safety and other regulations. The

Association shall have the right (but shall not be required) to remove or cause to be removed any Vessel from the Dock which fails to comply with said regulations or these Dock Rules.

3.10. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on the Dock except in trash receptacles as permitted by the Association.

3.11. Overnight Use. No person may live aboard a Vessel moored at the Dock. Unless otherwise required by applicable law, regulation or court order, authorized persons may not stay overnight on a Vessel except for short periods of time expressly approved by the Dock Committee, or when required to monitor or deal with an unusual condition or an emergency on the Vessel or on the Dock. All provisions of these Dock Rules shall apply to persons staying overnight under such circumstances.

3.12. Vessel Operating and Licensing Standards. All Vessels using the Dock must: (a) except during a period of temporary repair, be fully equipped and operable in accordance with the standards imposed by the U.S. Coast Guard, including fire protection, sanitary equipment and emergency equipment, and (b) comply with all licensing and registration requirements. No Vessel using a Slip shall discharge sewage or any other substance (other than bilge water meeting applicable standards) into the water at or near the Dock.

3.13. Hazardous or Toxic Waste. The handling, storage, transportation and disposal of hazardous or toxic materials shall be prohibited aboard Vessels at the Dock and on the Dock unless expressly approved by the Dock Committee and done in accordance with applicable law; provided, however, that this shall not prohibit the proper handling, storage and transportation of approved products used by a Vessel operator in connection with the normal operation, maintenance and cleaning of a Vessel. The Association shall have the right to immediately remove, or cause the removal of, any hazardous or toxic material on or near the Dock.

3.14. Temporary Removal of Vessels. From time to time, the Dock Committee or the Association may require that Vessels be removed or relocated to allow maintenance, repairs, construction or dredging, at which time a Vessel using a Slip may be temporarily moved to another Slip or other facilities, for such period as may be necessary in the opinion of the Board of Directors. If relocated to other facilities, no charges for use of the Slip will be imposed by the Association during the period of removal.

Section 4. Who May Rent or Use Slips

4.1. Only Turn of River Owners or Tenants May Rent Slips. The roads and parking spaces at Turn of River are private. For reasons of security, adequacy

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of parking and accessibility, all Slip Renters shall be a Unit Owner or a resident of a Unit. If a Slip Renter no longer owns, leases or occupies a Unit, the Slip Renter will not be permitted to rent a Slip unless expressly permitted in writing by the Board of Directors.

4.2. Who May Use A Slip. Persons using a Slip must either (a) be a Slip Renter or (b) be the guest of a Slip Renter, in which case the guest must be accompanied by the Slip Renter or another Unit Owner or Unit resident or be visiting a Unit Owner or resident. In all cases, the Person using a Slip must have the permission of the Slip Renter to use the Slip and must use the Slip of the Slip Renter, unless otherwise expressly approved by the Dock Committee. The Slip Renter shall be responsible for notifying the Dock Committee in writing that an authorized guest will be using the Slip during a specified period.

4.3. Ownership or Leasing by Legal Entities. Whenever any Slip is rented (pursuant to Section 4.2) by a Unit Owner or tenant which is a non-natural person (such as, but not limited to, a corporation, partnership, limited liability company or other entity, other than the Association or the Declarant), the entity shall designate, in writing, at the time of signing the Slip Rental Agreement, specific residents or guests (not to exceed nine) who shall be entitled to use the Slip. This right of use shall not be deemed to modify the use restrictions set forth elsewhere in these Dock Rules. The adult individuals or members of the families designated by the non-natural entity to use the Slip shall, upon request of the Dock Committee, execute a written document approved by the Dock Committee, in its sole and absolute discretion, agreeing to comply with these Dock Rules and the Master Deed.

4.4. Termination of Use of Slip on Demand of Association. Upon demand to the Slip Renter or any Slip user from the Dock Committee or the Board of Directors, to remove or terminate use of the Slip for failure to comply with these Dock Rules, the Slip Renter shall immediately cause such occupying party to cease using the Slip.

Section 5. Slip Rental Procedure.

5.1. Priority of Slip Selection. Unit Owners or tenants desiring to rent a Slip shall submit to the Association, in form specified by the Association, an application for rental of a Slip. The Association may require payment of a reasonable application fee in order to ensure that the applicant has a serious interest in renting a Slip and to cover the administrative costs of the rental process. The Association shall maintain a register (the "Slip Register") showing the name of the Applicant, the date of the Application (which cannot precede the date on which the applicant contracts to purchase or rent a Unit), relevant information about the proposed Vessel, and such other information as the Dock Committee determines is relevant. At such time as a Slip is available for use, the Dock Committee shall

review the Slip Register to determine whether there are qualified Persons on the Slip Register whose Vessel could use the Slip(s) available. The qualified registrant which was the first to register shall be offered the first opportunity to rent the Slip. If the first qualified registrant elects not to rent the available Slip, or fails to sign the Slip Rental Agreement and pay the Security Deposit and Initial Rental Payment (as defined below) within five (5) calendar days of being notified that the Slip is available (or such additional time as the Slip Committee shall expressly grant), then the next qualified registrant shall be offered use of the Slip, etc., until the Slip is rented. When a qualified registrant fails to rent a Slip offered to it, the name of the registrant shall be removed from the Slip Register unless the registrant expressly requests that its name be maintained on the Slip Register, in which event the qualified registrant shall be assigned a new priority as of the date of so requesting.

5.2. Term of Slip Rental. Unless otherwise expressly approved by the Board of Directors, the term of any Slip rental shall not exceed one (1) year; provided, however, that this shall not preclude the Slip Renter from extending the term of its Slip rental for an additional rental period if a Vessel has actually occupied the Slip for at least one half (1/2) of the previous rental period and the Slip Renter is then complying with the terms of the Slip Rental Agreement, these Dock Rules, the Master Deed, and the Rules and Regulations of the Association. If the Slip Renter is not then complying with such obligations, the Slip shall be offered to other qualified registrants seeking such Slip in accordance with Section 5.1., above. If a Slip rental is extended, the terms of extension shall be those in effect at the time of extension.

5.3. Rental Rates and Deposits. It is intended that rates for rental of Slips reasonably offset Dock Expenses, including, without limitation, providing utilities to the Dock, maintenance and repair of the Dock (including reserves for periodic maintenance and repair), insurance allocable to the Dock and any deductible payments that may occur in the event of an insured loss, and administrative and operating costs of the Dock Committee and the Association relating to the Dock. The Board of Directors shall determine the rental rates which shall be in effect from time to time. At the time of signing the Slip Rental Agreement, the Slip Renter shall pay to the Association a security deposit (the "Security Deposit") equal to two (2) months' rent for the Slip, plus the Slip rent for the forthcoming rental period. Rent for the next rental period shall be payable no later than the last day of the preceding month at such location as is specified by the Board of Directors. In its sole discretion, the Board of Directors may require quarterly rent payments in order to reduce the administrative problems of monthly rent collection. The Board of Directors may impose a charge for late payments. At the end of the Slip rental term, the Association shall return to the Slip Renter any portion of the Security Deposit which remains after payment of any outstanding rent, late charges, costs of any repairs or extraordinary maintenance necessitated by the acts or omissions of the Slip Renter or any person using the Slip with the Slip Renter's permission, etc.

5.4. Slip Rental Agreement. Each Slip Renter shall sign and deliver to the Association a Slip Rental Agreement in form approved by the Board of Directors, together with the Security Deposit and the applicable rent. The Rental Agreement shall contain the following provision, among others:

"The undersigned Slip Renter acknowledges receipt of a copy of the Dock Rules for Turn of River, which Dock Rules are issued pursuant to the Master Deed of the Turn of River Owners Association, Inc. By executing this Agreement, the Slip Renter agrees to be bound by and to comply with the Dock Rules and the Master Deed, as they may be amended from time to time. The Slip Renter shall be liable for all damages caused to the Dock, Vessels or other property of the Association or other Slip Renter or Unit Owners as a result of the negligence, willful act or failure to comply with the Dock Rules and Master Deed by Slip Renter or its guests, agents, licensees or invitees. The Association shall not be liable to any Slip Renter or other person or entity for any damage to persons or property caused by the failure of the Slip Renter or any other person to comply with such requirements."

Section 6. Insurance. The owner of any Vessel occupying a Slip shall maintain liability insurance on the Vessel in the amount specified by the Board of Directors from time to time, and the policy for this insurance shall name the Association as an additional insured. The Owner shall provide to the Association a certificate of such coverage together with proof of payment therefor.

Section 7. Notice Procedure. Notices required pursuant to these Dock Rules shall be deemed given when in writing and delivered by hand or three (3) calendar days after being deposited in the United States Mail, First Class, postage prepaid.

All notices to Slip Renters shall be delivered or sent to such address as has been designated in writing to the Association, or if no address had been so designated, at the address of such Slip Renter's respective Unit.

All notices to the Association, the Board of Directors or the Dock Committee shall be delivered or sent in care of the Association at:

c/o Turn of River Owners Association, Inc. c/o 25 Cumberland Street
Charleston, South Carolina 29401

or to such other address as may be given by notice from the Board of Directors from time to time.