

(b) public liability in such amounts and with such coverage as shall be determined by the Board of Directors, including, but not limited to, hired automobiles and non-owned automobile coverage;

(c) workmen's compensation (if required); and

(d) such other insurance as the Board of Directors shall from time to time determine to be desirable.

C. Premiums and Deductibles. Premiums upon insurance policies and that portion of any covered loss not compensated for because of the deductible clause of the policy shall be paid by the Council as a Common Expense, and shall be paid by the Co-owners in proportion to their respective interest in the Common Elements.

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

(a) if the Property is not reconstructed as provided in Article IX of the Master Deed, then each Co-owner shall receive a share of the proceeds proportionate to his interest in the Common Elements as shown in Exhibit D; or

(b) if reconstruction takes place, then such proceeds shall be used to meet reconstruction costs as provided in Article IX of the Master Deed and Article VII of these Bylaws, and any proceeds remaining after all the costs of reconstructing the Property have been paid shall be distributed to the Council for the benefit of all Co-owners.

E. Insurance by Co-owners. Each Co-owner shall be responsible for obtaining such amounts of the following types of insurance as he deems necessary or desirable: (1) hazard insurance on his Villa and its contents for his own benefit, and (2) liability insurance covering accidents occurring within his Villa. Any Co-owner who obtains hazard insurance for his own benefit shall within thirty days of obtaining the same deliver to the Board of Directors a copy of the policy of insurance.

ARTICLE X

RESTRICTIONS AND REGULATIONS

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

1. Villas shall be used only as residences.

2. A Co-owner shall neither create or permit excessive noise, smoke, offensive odors, or any nuisance nor unreasonably interfere with the use and enjoyment of the Property by any other person entitled to the same. No person shall maintain on the Property and no Co-owner shall permit within his Villa any condition which is unreasonably hazardous to the life, health, or property of any other person.

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

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

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

ARTICLE XI

LIABILITIES AND INDEMNIFICATION

A. Liability of Council. A Co-owner shall not be liable for a greater percentage of a debt or liability of the Council than his percentage of ownership of the Common Elements. All correspondence of the Council and all contracts executed by the Council shall contain the following statement:

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

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

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

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

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

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

ARTICLE XII

ATTESTATIONS AND CERTIFICATIONS

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

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

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

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

ARTICLE XIII

MISCELLANEOUS

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

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

C. Waiver. No provision of the Bylaws or Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce it, regardless of the number of violations or breaches which may have occurred.

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

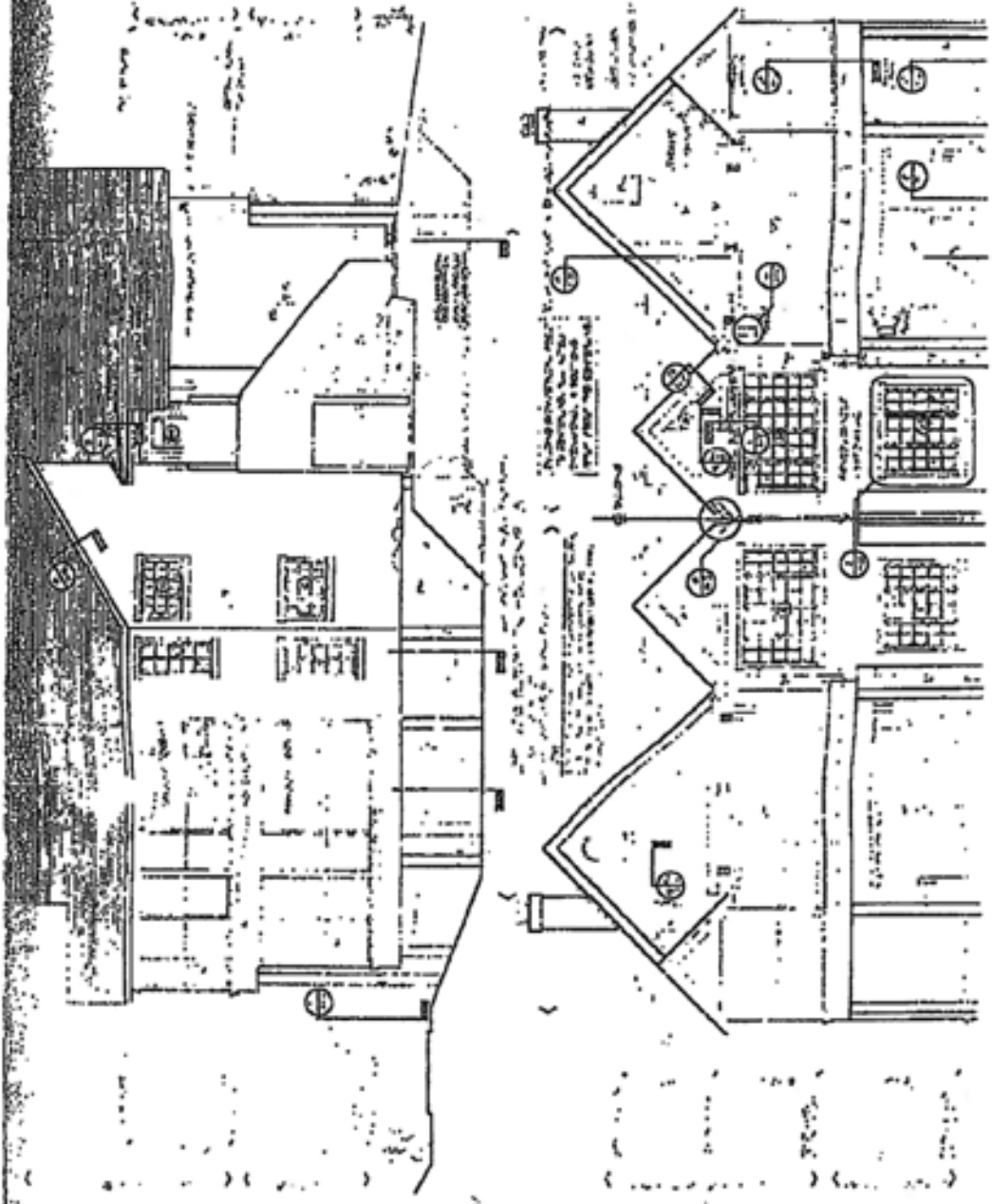
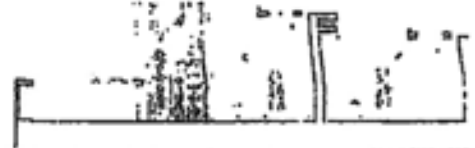
E. Sovereignty. The provisions of the Bylaws are sovereign, and the invalidity of one or more provisions shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

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

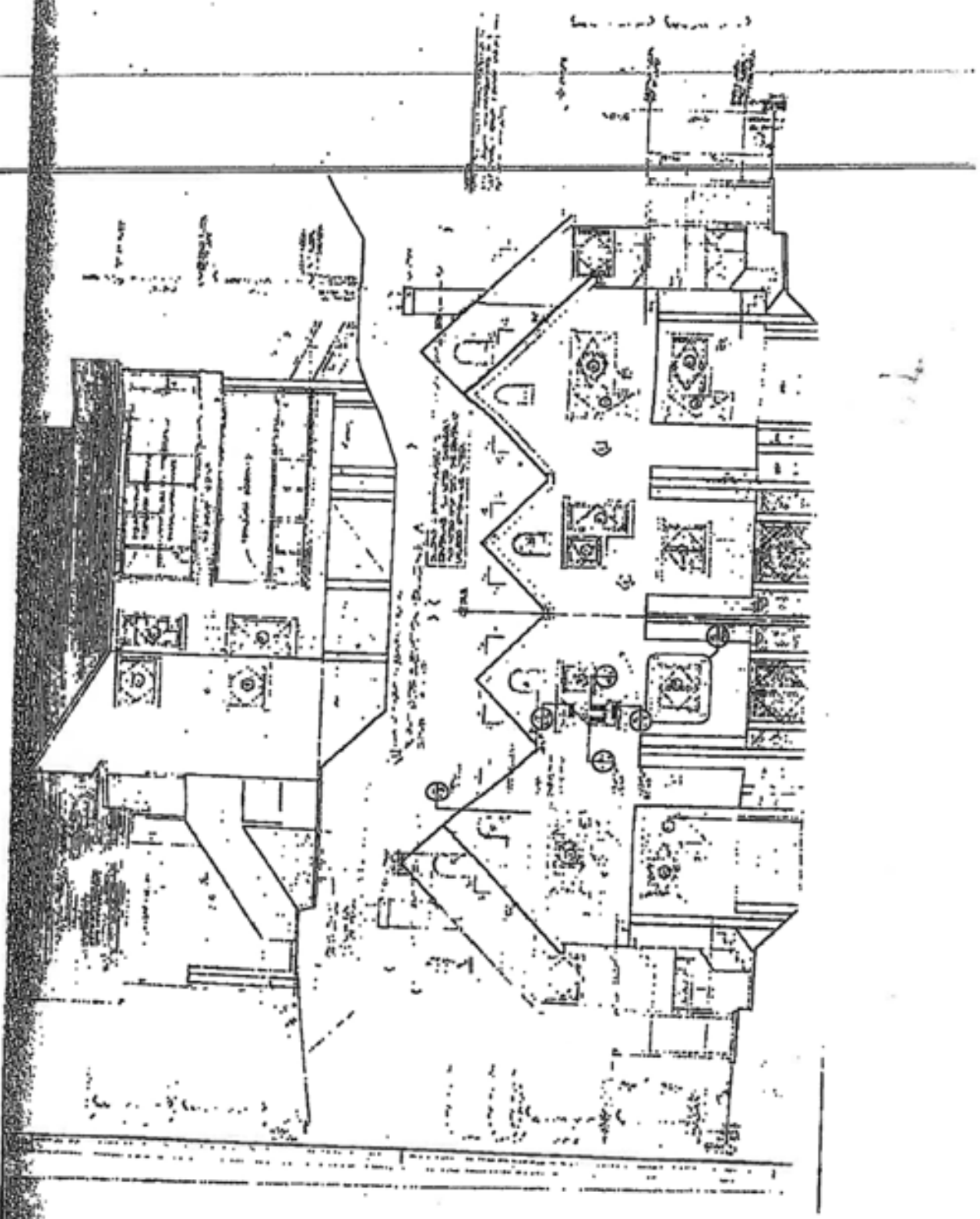
G. Gender and Number. All pronouns shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural, and vice versa, whenever the context requires or permits.

SEASCAPE VILLAS
PHASE 108
1000 Avenue D-10
P.O. Box 1000
Johns Creek, GA 30143
Phone: 770-426-1000
Fax: 770-426-1001

THIS PLAN IS THE PROPERTY OF JOHN ARCHIBOLD, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND PHASE INDICATED THEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF JOHN ARCHIBOLD, INC.

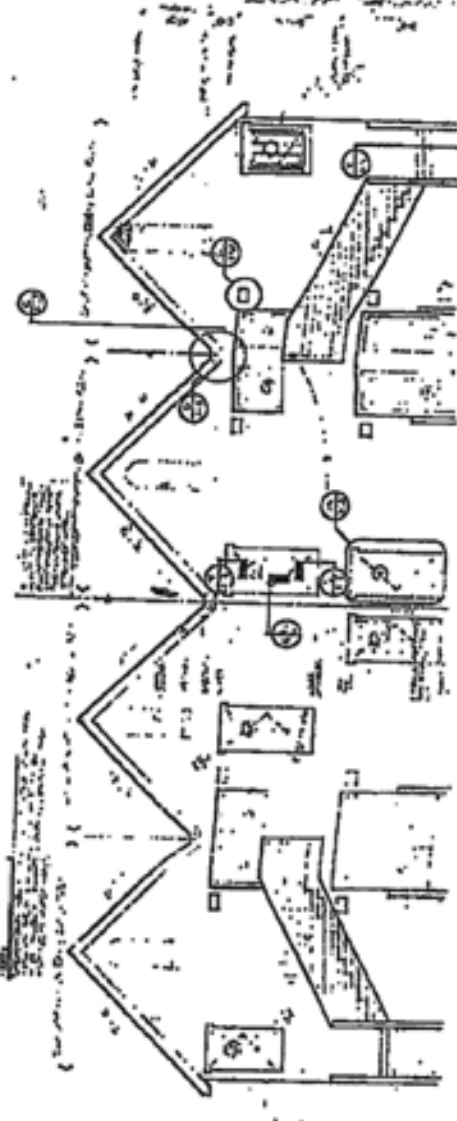
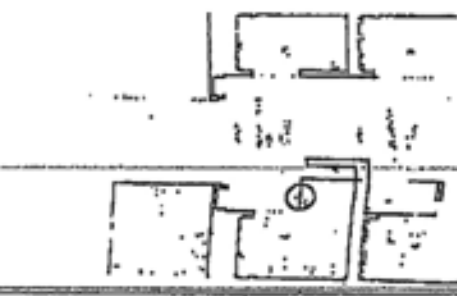
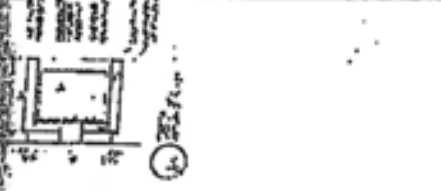


This plan is for a 2-story house. The overall dimensions are 40'-0" wide by 30'-0" deep. The house is designed to be built on a 1/2-acre lot. The lot is 100'-0" wide by 150'-0" deep. The house is located in the center of the lot. The lot is surrounded by a 10-foot wide sidewalk. The house is located in the center of the lot. The lot is surrounded by a 10-foot wide sidewalk.

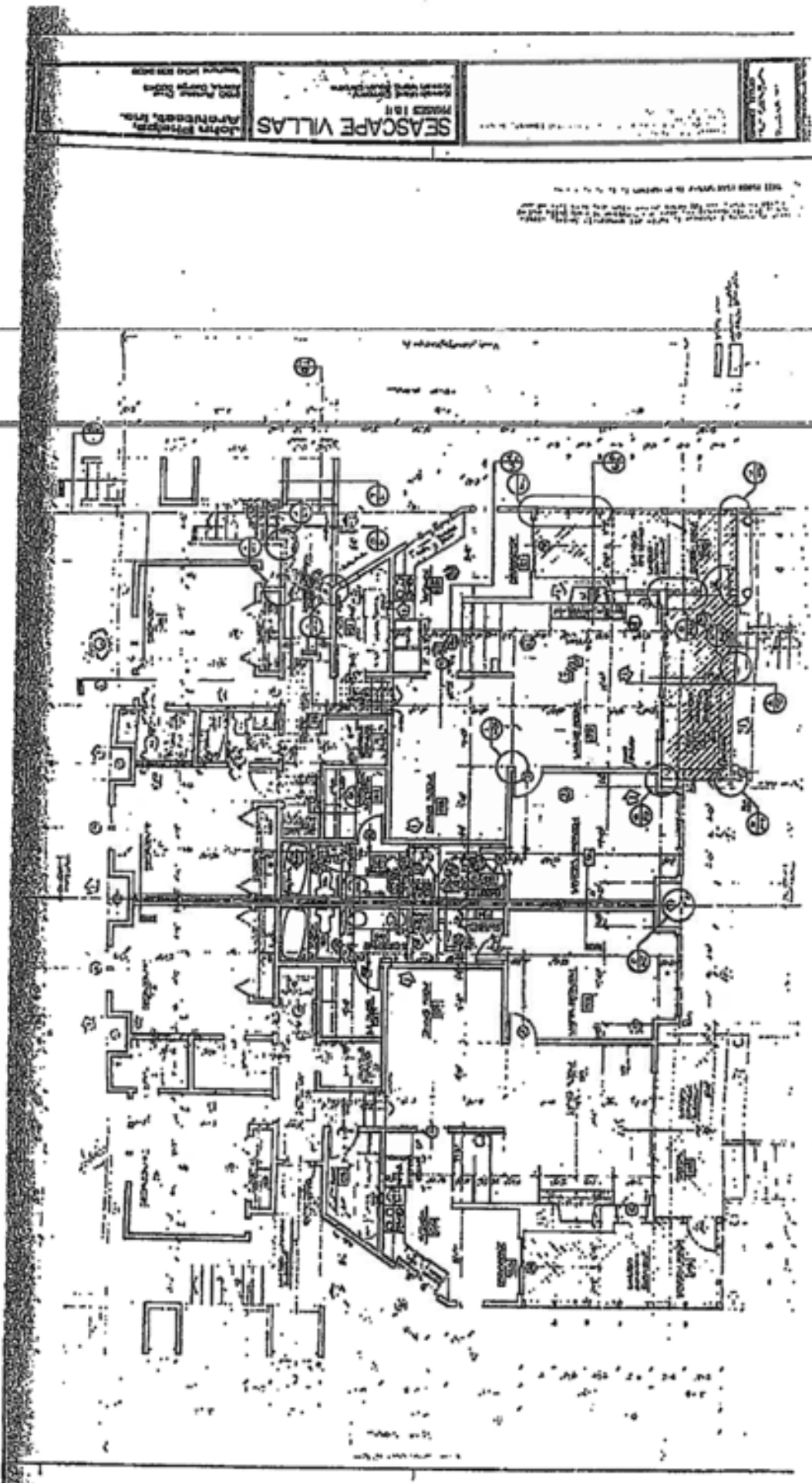


SEASCAPE VILLAS
 MODEL 108
 1000 Square Feet
 1000 Square Feet
 1000 Square Feet

Notes:
 1. All dimensions are in feet and inches.
 2. All walls are 1/2" thick unless otherwise noted.
 3. All doors are 36" wide unless otherwise noted.
 4. All windows are 48" wide unless otherwise noted.
 5. All windows are 60" high unless otherwise noted.
 6. All windows are 60" high unless otherwise noted.
 7. All windows are 60" high unless otherwise noted.



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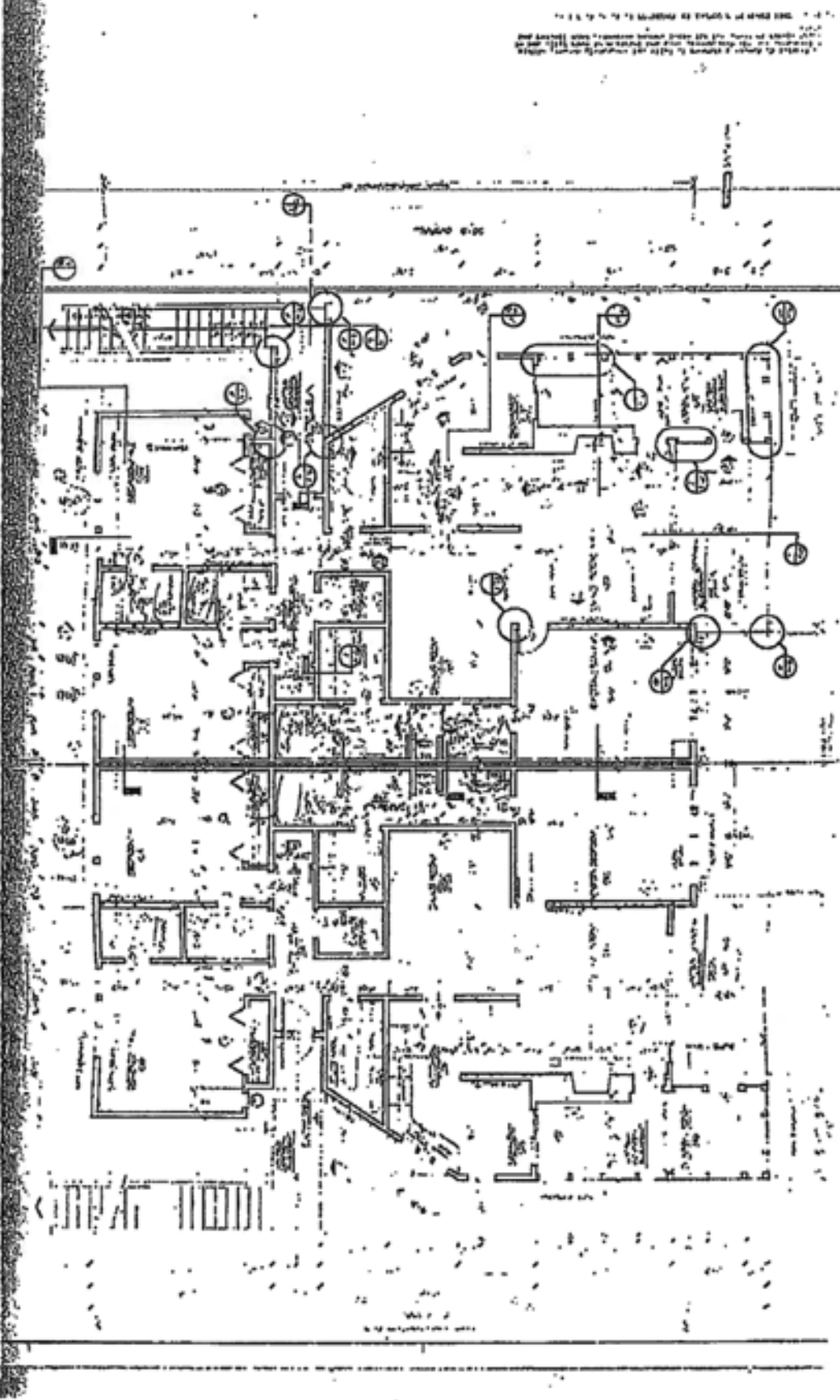
SEASCAPE VILLAS
ARCHITECTS
1000 Avenue Road
Toronto, Ontario M5E 1B5
Tel: (416) 461-1111
Fax: (416) 461-1112
www.seascape.com

THIS PLAN IS TO BE USED FOR REFERENCE ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION. ALL DIMENSIONS AND LOCATIONS ARE TO BE VERIFIED ON SITE. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE CLIENT ACCEPTS FULL RESPONSIBILITY FOR THE ACCURACY OF THIS PLAN.

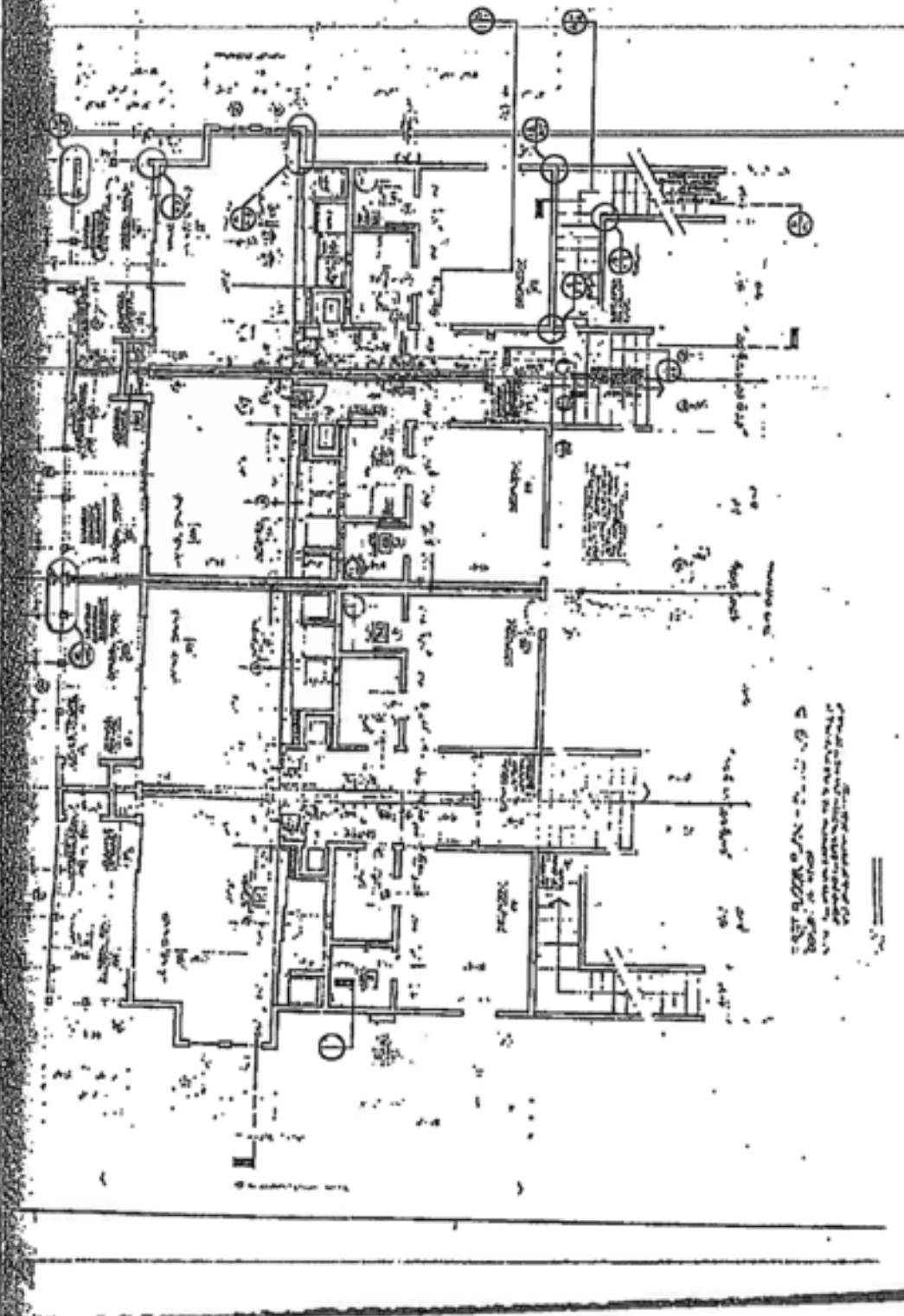
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<p>SEASCAPE VILLAS PHASE 108</p>	<p>SEASCAPE VILLAS PHASE 108</p>	<p>Architects, Inc. Architects, Inc. Architects, Inc.</p>
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1. THIS DRAWING IS TO BE USED IN CONNECTION WITH THE CONTRACT DOCUMENTS FOR THE SEASCAPE VILLAS PHASE 108. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE ACCURACY OF THE INFORMATION SHOWN ON THIS DRAWING AND TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.



THIS DRAWING IS THE PROPERTY OF JOHN PHILLIPS ARCHITECTS INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF JOHN PHILLIPS ARCHITECTS INC.

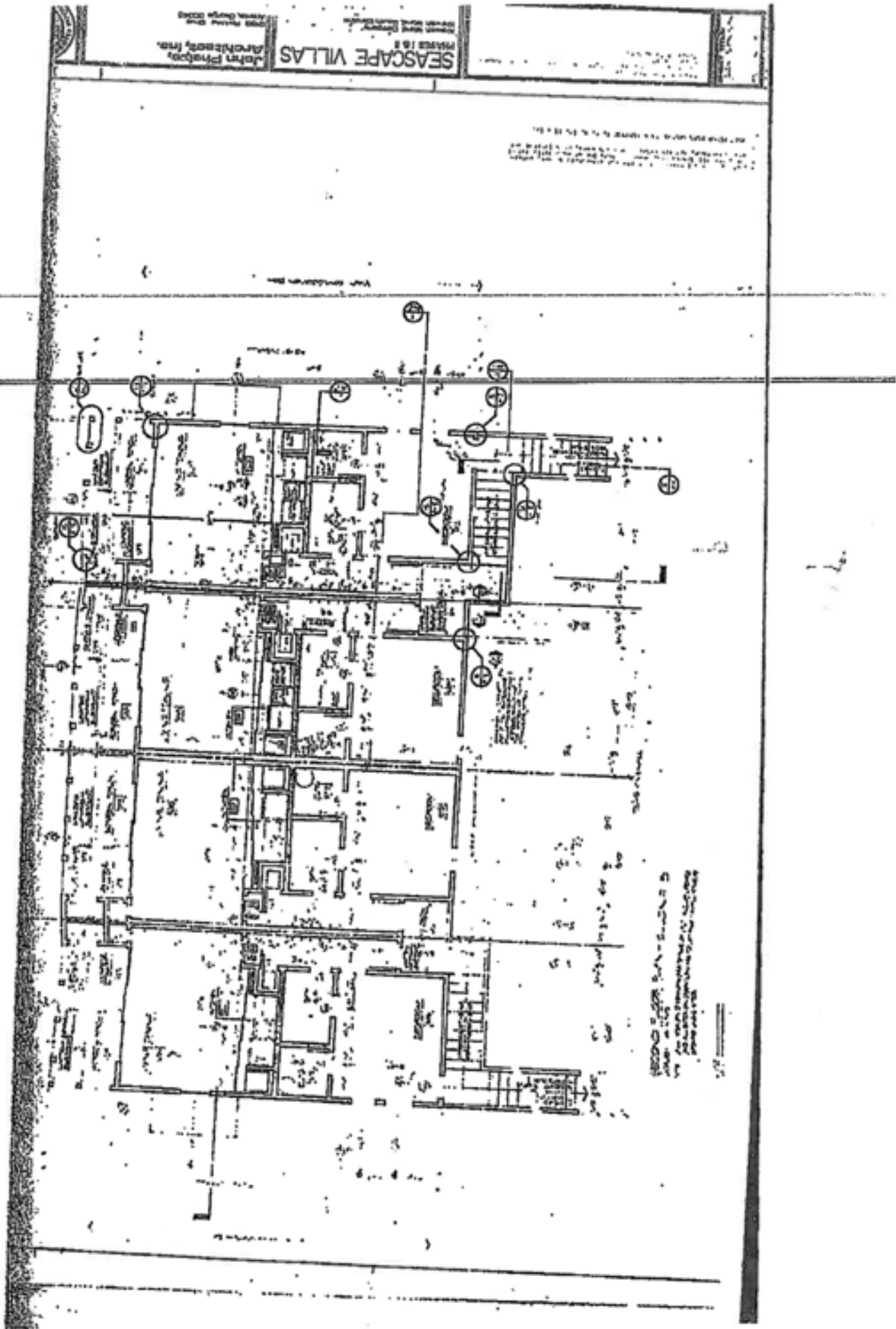


SEASCAPE VILLAS
Phase 1A1
John Phillips
Architects Inc.
100 Prince St
North York, Ontario

John Phipps
Architects, Inc.
1000 North 10th Street
Seattle, Washington 98108

SEASCAPE VILLAS PHASE 1B

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL WALLS ARE 12" THICK UNLESS OTHERWISE NOTED.
4. ALL FLOORS ARE 4" CONCRETE ON 2" GYPSUM BOARD UNLESS OTHERWISE NOTED.
5. ALL CEILING ARE 8" CONCRETE UNLESS OTHERWISE NOTED.
6. ALL ROOFS ARE 6" CONCRETE ON 2" GYPSUM BOARD UNLESS OTHERWISE NOTED.
7. ALL EXTERIOR WALLS ARE 12" THICK CONCRETE ON 2" GYPSUM BOARD UNLESS OTHERWISE NOTED.
8. ALL EXTERIOR FLOORS ARE 4" CONCRETE ON 2" GYPSUM BOARD UNLESS OTHERWISE NOTED.
9. ALL EXTERIOR ROOFS ARE 6" CONCRETE ON 2" GYPSUM BOARD UNLESS OTHERWISE NOTED.
10. ALL EXTERIOR WALLS ARE TO BE FINISHED WITH STUCCO UNLESS OTHERWISE NOTED.



SECOND FLOOR PLAN
DATE: 10/15/00
BY: JPH

FURMAN, JENKINS & ELLIST

55-5117 u.s. 210

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Dec 5 1928 10:55
Book 517 Page 200

HAZEL B. CROSBY
ACTING

Register Meane Conveyance
Charleston County, S.C.