

EXHIBIT F

BY-LAWS OF QUEEN'S GRANT VILLAS HORIZONTAL
PROPERTY REGIME IV

ARTICLE I

PLAN OF APARTMENT OWNERSHIP

Section 1. HORIZONTAL PROPERTY REGIME. The Property (the term "Property" as used herein means and includes the land, the buildings, all improvements and structures thereon) located in Palmetto Dunes, Hilton Head Island, in Beaufort County, South Carolina, known as Queen's Grant Villas Horizontal Property Regime IV has been, by Master Deed, submitted to the provisions of the Horizontal Property Act of South Carolina, which said properties shall henceforth be known as the Queen's Grant Villas Horizontal Property Regime IV (hereinafter referred to as "Regime").

Section 2. BY-LAWS APPLICABILITY. The provisions of these By-Laws are applicable to the Property and the Regime.

Section 3. PERSONAL APPLICATION. All present or future co-owners, tenants, future tenants, or their employees, or any other person who might use the facilities of the Property in any manner, are subject to the regulations set forth in these By-Laws and in the Master Deed establishing said Regime as they may be amended from time to time. The mere acquisition or rental of any of the Dwelling Units (hereinafter usually referred to as "Apartments") as defined in the Master Deed of the Property or the mere act of occupancy of any of said Apartments will signify that these By-Laws, the provisions of the Master Deed, the provisions of that certain Declaration of Rights, Restrictions, Conditions, etc. of Palmetto Dunes Resort, Inc. recorded in Deed Book 201 at Page 1522 in the Office of the Clerk of Court for Beaufort County, South Carolina and any authorized recorded amendments to the foregoing Master Deed are accepted and ratified, and will be complied with.

ARTICLE II

VOTING, MAJORITY OF CO-OWNERS QUORUM, PROXIES

Section 1. VOTING. Voting shall be on a percentage basis and the percentage of the vote to which the co-owner is entitled is the percentage assigned to the Apartment or Apartments in the Master Deed.

Section 2. MAJORITY OF CO-OWNERS. As used in these By-Laws, the term "majority of co-owners" shall mean those co-owners holding fifty-one percent (51%) or more of the total value of the Property, in accordance with the percentages assigned in the Master Deed.

Section 3. QUORUM. Except as otherwise provided in Section 6 and elsewhere in these By-Laws, the presence in person or by proxy of a majority of co-owners as defined in Section 2 of this Article shall constitute a quorum.

Section 4. PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

Section 5. MAJORITY VOTE. The vote of a majority of the apartment owners present at a meeting at which a quorum shall be present shall be binding upon all apartment owners for all purposes except where in the Master Deed or in these By-Laws, or by law, a higher percentage vote is required.

ARTICLE III

COUNCIL OF CO-OWNERS

Section 1. COUNCIL RESPONSIBILITIES. The co-owners of the Apartments will constitute the Council of Co-Owners (hereinafter usually referred to as "Council") who will have the responsibility of administering the Property, approving the annual budget, establishing and collecting periodic assessments, and arranging for the management of the Property pursuant to an agreement containing provisions relating to the duties, obligations, removal and compensation of the Management Agent. Except as otherwise provided, decisions and resolutions of the Council shall require approval by a majority of co-owners.

Section 2. PLACE OF MEETINGS. Meetings of the Council shall be at such place, convenient to the co-owners, as may be designated by the Council.

Section 3. ANNUAL MEETINGS. The annual meetings of the Council shall be held at the call of the Regime President once a year on the 3rd Friday in November or at such other time as a majority of the co-owners may agree upon. At such meetings there shall be elected by ballot of the co-owners a Board of Administration in accordance with the requirements of Section 5 of Article IV of these By-Laws. The co-owners may also transact such other business of the Council as may properly come before them.

Section 4. SPECIAL MEETINGS. It shall be the duty of the Secretary to call a special meeting of the co-owners as directed by resolution of the Board of Administration or upon a petition signed by a majority of co-owners and having been presented to the Secretary. A notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice except by consent of four-fifths (4/5) of the votes present, either in person or by proxy.

SECTION 5. NOTICE OF MEETINGS. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each co-owner of record, at least fifteen (15), but not more than forty five (45) days prior to such meeting. The Mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 6. ADJOURNED MEETING. If any meeting of the Council cannot be organized because a quorum has not attended, the co-owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. Upon the reconvening of said meeting a quorum shall be constituted if co-owners holding at least 25% of the total value of the property in accordance with the percentages assigned in the Master Deed are present at said reconvened meeting.

Section 7. ORDER OF BUSINESS. The order of business at all Annual Meetings of the Council shall be as follows:

- (a) Roll Call.
- (b) Proof of Notice of Meeting or Waiver of Notice.
- (c) Reading of Minutes of Preceding Meeting.
- (d) Reports of Officers.
- (e) Reports of Committees.
- (f) Election of Inspectors of Election.
- (g) Election of Administrators.
- (h) Unfinished Business.
- (i) New Business.

The order of business at a Special Meeting of the Council shall include items (a) through (d) above, and thereafter, the agenda shall consist of the items specified in the notice of meeting.

ARTICLE IV

BOARD OF ADMINISTRATION

Section 1. NUMBER AND QUALIFICATION. The affairs of the Council shall be governed by a Board of Administration (hereinafter referred to as the "Board") comprised of five (5) persons. Until succeeded by the Board Members elected by the Apartment Owners, Board of Administration Members need not be Apartment Owners. So long as the sponsor owns one or more Apartments, the sponsor shall be entitled to elect at least one member of the Board of Administration, who need not be an Apartment Owner. After sponsor has conveyed all apartments and is no longer entitled to elect one member of the Board of Administration, all Board Members shall be Apartment Owners.

Section 2. GENERAL POWERS AND DUTIES. The Board shall have the powers and duties necessary for the administration of the affairs of the Council and may do all such acts and things as are not by law, or by these By-Laws, directed to be executed and done by the Council or individual co-owners.

Section 3. OTHER DUTIES. In addition to duties imposed by these By-Laws, or by resolutions of the Council, the Board shall be responsible for the following:

- (a) Compliance with all of the terms and conditions of the Master Deed and enforcement of same.
- (b) Care, upkeep and surveillance of the Property and the Common Elements.
- (c) Employment, dismissal and control of the Personnel necessary for the maintenance and operation of the common elements.
- (d) Collection of assessments from the co-owners.
- (e) Performing repairs caused by any natural disaster or man-made damage from the escrow account and any special assessment, or causing the same to be done.
- (f) Obtaining of insurance for the Property, pursuant to the provisions hereof and the provisions of the Master Deed, or causing the same to be done.

- (g) Grant or relocate easements which are not inconsistent with the owners full use and enjoyment of the common properties.
- (h) Making of repairs, additions and improvements to or alterations of, the property and repairs to and restoration of the property in accordance with the other provisions of these By-Laws; provided, however, that the Board of Administration shall not undertake any repair covered by the warranty without the consent of a majority of the Apartment Owners.

Section 4. MANAGEMENT AGENT. The initial management agent shall be Regime Management Company, a division of Palmetto Dunes Resort, Inc. whose contract extends for a period of one year from the establishment of Queen's Grant Villas Horizontal Property Regime IV. Thereafter, the Board may employ a Management Agent at the compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article.

Section 5. FIRST BOARD OF ADMINISTRATION. The first Board of Administration consisting of five (5) members shall be designated by the sponsor. These appointments will be temporary and will continue only until the first annual meeting of the Apartment Owners held pursuant to the provisions of these By-Laws. At the first Annual Meeting of the Council, the initial term of office for two (2) members of the Board shall be fixed at three (3) years. The term of office of two (2) members of the Board shall be fixed at two (2) years, and the term of office of one (1) member of the Board shall be fixed at one (1) year. At the expiration of the initial term of office of each member of the Board, his successor shall be elected to serve a term of three (3) years. The members of the Board shall hold office until their successors have been elected and hold their first meeting. Any and all of said Board Members shall be subject to replacement, in the event of resignation or death, in the manner set forth in Section 6 of this Article. During the period in which the sponsor's designees constitute a majority of the Board of Administration, the Board of Administration shall not enter into any contract having a term which extends beyond the term of the Management Agreement with Regime Management Company.

Section 6. VACANCIES. Vacancies in the Board of Administration caused by reason other than the removal of a member of the Board by a vote of the Council shall be filled by vote of the majority of the remaining members, even though they constitute less than a quorum; and each person so elected shall be a member of the Board until a successor is elected at the next meeting of the Council.

Section 7. REMOVAL OF MEMBERS OF THE BOARD. At any regular or special meeting of the Council duly called, any one or more of the members of the Board may be removed with or without cause by a majority of co-owners and a successor may then and there be elected to fill the vacancy thus created. Any member of the Board whose removal has been proposed to the Council shall be given an opportunity to be heard at the meeting. No Board member shall continue to serve on the Board if during the term of office, he shall cease to be an apartment owner (except as provided in Section 5 regarding Sponsor's appointee).

Section 8. ORGANIZATIONAL MEETING. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the Board at the meeting at which such Board members were elected by the Council, and no notice shall be necessary to the newly elected Board members in order to legally constitute such a meeting, providing a majority of the Board shall be present.

Section 9. REGULAR MEETINGS. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board, but at least one (1) such meetings shall be held each fiscal year. Notice of regular meetings of the Board shall be given by the Secretary-Treasurer, or other designated person, to each Board member, personally or by mail, telephone, or telegraph, at least ten (10) days prior to the day named for such meeting.

Section 10. SPECIAL MEETINGS. Special meetings of the Board may be called by the President on three (3) days notice to each Board Member, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided), and the purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary-Treasurer in like manner and on like notice on the written request of at least two (2) Board members.

Section 11. WAIVER OF NOTICE. Before or at any meeting of the Board, any member of the Board may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board member at any meeting of the Board shall be a waiver of notice by him of the time, place and purpose thereof. If all members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. BOARD QUORUM. At all meetings of the Board, a majority of the Board members shall constitute a quorum for the transaction of business, and acts of the majority of the members present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there is less than a quorum present, the majority of the Board members present may adjourn the meeting from time to time. At any such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. FIDELITY BONDS. The Board may require that any and all officers and employees of the Regime handling or responsible for Regime funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Regime.

Section 14. COMPENSATION. No Member of the Board of Administrators shall receive any compensation from the Regime for acting as such.

Section 15. LIABILITY OF THE BOARD OF ADMINISTRATORS. The members of the Board of Administration shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual wilful misconduct or bad faith. The apartment owners shall indemnify and hold harmless each of the members of the Board of Administration against all contractual liability to others arising out of contracts made by the Board of Administration on behalf of the Regime unless any such contract

shall have been made in bad faith or contrary to the provisions of the Master Deed or of these By-Laws. It is intended that the members of the Board of Administration shall have no personal liability with respect to any contract made by them on behalf of the Regime. It is understood and permissible for the original Board of Administration, who are members of or employed by sponsor, to contract with Palmetto Dunes Resort, Inc. and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any apartment owner arising out of any contract made by the Board of Administration or out of the aforesaid indemnity in favor of the members of the Board of Administration shall be limited to such proportions of the total liability thereunder as his interest in the Common Elements bears to the interest of all apartment owners in the Common Elements. Every agreement made by the Board of Administration or by the managing agent or by the manager on behalf of the regime shall provide that the members of the Board of Administration, or the managing agent, or the manager, as the case may be, are acting only as agent for the apartment owners and shall have no personal liability thereunder (except as apartment owners), and that each apartment owners' liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interest of all apartment owners in the common elements.

ARTICLE V

OFFICERS

Section 1. DESIGNATION. The principal officers of the Regime shall be a President, a Vice President, and a Secretary-Treasurer all of whom shall be elected by and from the Board. The Board may appoint an Assistant Treasurer and Assistant Secretary, and such other officers as, in their judgment, may be necessary.

Section 2. ELECTION OF OFFICERS. The officers of the Regime shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. No officer shall continue to serve as such if, during his term of office, he shall cease to be an apartment owner.

Section 4. PRESIDENT. The President shall be the chief executive officer of the Regime. He shall preside at all council meetings of the Regime and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of a Regime, including but not limited to the power to appoint committees from among the co-owners from time to time as he may, in his discretion, feel appropriate to assist in the conduct of the affairs of the Regime.

Section 5. VICE PRESIDENT. The Vice President shall take the place of the President and perform his duties when the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

Section 6. SECRETARY-TREASURER. The Secretary-Treasurer shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Council; he shall have charge of such books and papers as the Board may direct; and he shall have responsibility for Regime funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Regime. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the regime in such depositories as may from time to time be designated by the Board. He shall, in general, perform all the duties incident to the office of the Secretary and Treasurer.

ARTICLE VI

NOTICES

Section 1. DEFINITION. Whenever under the provisions of the Master Deed or of these By-Laws notice is required to be given to the Board of Administration, any manager or apartment owner, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Administration, such manager or such apartment owners at such address as appears on the books of the regime. Notice shall be deemed given as of the date of mailing.

Section 2. SERVICE OF NOTICE-WAIVER. Whenever any notice is required to be given under the provisions of the Master Deed, or law, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII

OBLIGATIONS OF THE CO-OWNERS

Section 1. ASSESSMENTS FOR COMMON EXPENSES. All co-owners shall be obligated to pay the periodic assessments imposed by the Regime to meet all Regime common expenses, which shall include, among other things, liability insurance policy premiums and an insurance policy premium to cover repair and reconstruction work in case of hurricane, fire, earthquake and other hazards. The common expenses may also include such amounts as the Board may deem proper for the operation and maintenance of the Property and any authorized additions thereto. Such may include without limitation, any amount for general working capital, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. No less than thirty (30) days prior to the Annual Meeting, the Board shall furnish all apartment owners with a copy of the proposed budget for the next calendar year and shall likewise advise them of the amount of the common charges payable by each of them, respectively, as determined by the Board as aforesaid. Sponsor will be liable for the amount of any assessment against completed apartments within the Regime which have not been sold and sponsor shall have all voting rights attendant to the ownership of said apartment until said units are sold. Payment of the periodic assessment shall be in equal monthly or quarterly (as determined by the Board) installments on or before the first day of each month or quarter, as appropriate, or in such other reasonable manner as the Board shall designate.

The transfer of ownership of an individual apartment within the Regime shall carry with it the proportionate equity of that apartment's ownership in the Regime Escrow account set aside to provide a contingency fund for the maintenance and repair of the Regime Property.

Section 2. ASSESSMENTS TO REMAIN IN EFFECT UNTIL NEW ASSESSMENTS MADE. The omission by the Board of Administration before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of the Master Deed and By-Laws or a release of any owner from the obligation to pay the assessments, or an installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed. Amendments to this paragraph shall be effective upon unanimous written consent of the Owners and their mortgagees. No Owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements or by abandonment of his unit.

Section 3. RECORDS. The Manager or Board of Administration shall keep detailed records of the receipts and expenditures affecting the General and Limited Common Elements and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by the Owner during reasonable business hours.

Section 4. DEFAULT IN PAYMENT OF COMMON CHARGES. The Board of Administration shall take prompt action to collect any common charge due from any apartment owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. In the event of default by any apartment owner in paying to the Board of Administration the common charges as determined by the Board of Administration, such apartment owner shall be obligated to pay interest at the rate of eight (8%) percent per annum on such common charges from the due date thereof, together with all expenses, including attorney's fees, incurred by the Board of Administration in any proceeding brought to collect such unpaid common charges. The Board of Administration shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such apartment owner, or by foreclosure of the lien on such apartment granted by Sections 57-514, S.C. Code of Laws, Annotated, 1962, as amended.

Section 5. STATEMENT OF COMMON CHARGES. The Board of Administration shall, for a reasonable fee not to exceed Ten (\$10.00) Dollars, promptly provide any purchaser, unit owner, encumbrancer or prospective encumbrancer of an apartment so requesting the same in writing, with a written statement of all unpaid common charges due from the owner of that apartment and the purchaser's liability therefor shall be limited to the amount as set forth in the statement. Any encumbrancer holding a lien on a condominium apartment may pay any unpaid common charges payable with respect to such condominium apartment and upon such payment such encumbrancer shall have a lien on such apartment for the amounts paid of the same rank as the lien of his encumbrance. Any encumbrancer holding mortgages on more than that five (5) apartments within the regime shall be entitled to receive a statement of account on the units securing all of said Mortgages once each calendar year without any fee or charge.

Section 6. MAINTENANCE AND REPAIR.

(a) Each apartment owner must perform work within his own apartment, which, if omitted, would affect the Property in its entirety or in a part belonging to another co-owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the apartments such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, interior doors, windows, lamps, and all other accessories belonging to the apartment shall be at the expense of the co-owner.

(c) All maintenance, repair and replacement to the common elements as defined in the Master Deed, the painting and decorating of the exterior doors and exterior window sash and the washing of exterior glass shall be made by the Board of Administration or its agent and shall be charged to all the apartment owners as a common expense, excepting to the extent that the same may be necessitated by the negligence, misuse or neglect of the apartment owner, in which such case the expense shall be charged to such apartment owner.

Section 7: WATER CHARGES AND SEWER RENTS. Water shall be supplied to all apartments and the common elements through one or more meters and the Board of Administration shall, if the co-owners so elect, pay as a common expense all charges for water consumed on the property, including the apartments, promptly after the bills for the same have been rendered. Sewer services shall be supplied by the utility company or district serving the area and shall likewise, if practicable, be paid by the Board of Administration as a common expense.

Section 8. ELECTRICITY. Electricity shall be supplied by the public utility company serving the area directly to each apartment through a separate meter and each apartment owner shall be required to pay the bills for electricity consumed or used in his apartment. The electricity serving the common elements shall be separately metered, and the Board of Administration shall pay all bills for electricity consumed in such portions of the common elements, as a common expense.

Section 9. USE OF APARTMENTS - INTERNAL OR EXTERNAL CHANGES

(a) All apartments shall be utilized for residential purposes only. This shall expressly include the right of the owner to rent such apartments to others for residential purposes.

* (b) A co-owner shall not make structural modifications or alterations in his apartment or installations located therein without previously notifying the Regime in writing, through the Management Agent, if any, or through the President if no Management Agent is employed. The Regime shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

(c) A co-owner shall make no changes whatsoever to the exterior of the apartment, any stairs or balconies appurtenant thereto, or to any of the limited or general common elements without approval of two thirds (2/3) of the co-owners of said Regime. Provided, however, that the Board of Administration shall be authorized to approve minor additions to landscaping and the minor changes of this nature which in their sole discretion will not interfere or conflict with the overall scheme and appearance of the common areas.

Section 10. USE OF COMMON ELEMENTS. A co-owner shall not place or cause to be placed in the passages, parking areas or roads, or other common areas any furniture packages or obstructions of any kind. Such areas shall be held in common for the enjoyment of the co-owners and shall be used for no other purpose than for normal transit through or use of them and for normal vehicular parking.

Section 11. RIGHT OF ENTRY.

(a) A co-owner shall grant the right of entry to the Management Agent or to any person authorized by the Board in case of any emergency originating or threatening his apartment, whether the co-owner is present at the time or not.

(b) A co-owner shall permit other co-owners, or their representatives, when so required, to enter his apartment for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that such requests for entry are made in advance and that such entry is at a time convenient to the co-owner. In case of emergency, the right of entry shall be immediate.

Section 12. RULES OF CONDUCT. In order to assure the peaceful and orderly use and enjoyment of the apartments and common elements of the Regime, the co-owners may from time to time adopt, modify, and revoke in whole or in part by a vote of the members present in person or represented by proxy whose aggregate interest in the common element constitutes two-thirds of the total interest, at any meeting duly called for the purpose, such reasonable rules and regulations, to be called Rules of Conduct, governing the conduct of persons on said property of the Regime as it may deem necessary. Such Rules of Conduct, upon adoption, and every amendment, modification, and revocation thereof, shall be delivered promptly to each owner and shall be binding upon all apartment owners and the occupants of apartments in the Regime. The following shall constitute the initial Rules of Conduct for the Regime:

(a) Residents shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, televisions and amplifiers that may disturb other residents.

(b) No residents of the Property shall:

- (1) Post any advertisements or posters of any kind in or on the Property except as authorized by the Regime;
- (2) Hang garments, towels, rugs, or similar objects from the windows or balconies or from any of the facades of the property;
- (3) Dust mops, rugs or similar objects from the windows or balconies or clean rugs or similar objects by beating on the exterior part of the Property;
- (4) Throw trash or garbage outside the disposal installation provided for such purpose in the service areas;
- (5) Act so as to interfere unreasonably with the peace and enjoyment of the residents of the other apartments in the Property;
- (6) Maintain any pets which cause distress to co-owners through barking, biting, scratching or damaging of property.

(c) No Co-owner, resident, or lessee shall install wiring for electrical or telephone installations, television antennae, machines or air conditioning units, or similar objects outside of his dwelling or which protrudes through the walls or the roof of his Dwelling Unit except as authorized by the Board.

Section 13. ABATEMENT AND ENJOINMENT OF VIOLATIONS BY UNIT OWNERS. The violation of any rules or regulations adopted by the Board or the breach of any By-Laws contained herein, or the breach of any provisions of the Master Deed, shall give the Board the right, in addition to any other rights set forth in these By-Laws: (a) to enter the apartment in which or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting apartment owner, any structure, thing or condition, that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

ARTICLE VIII

INSURANCE

The Board of Administration shall be required to obtain and maintain, to the extent reasonably obtainable, the following insurance: (1) fire insurance with extended coverage insuring the building containing the apartments (including all of the apartments, the interior partitions and painted surfaces, the carpeting within the apartments, and the bathroom and kitchen fixtures initially installed therein by sponsor, but not including drapes, wall-covering, fixtures, furniture, furnishings, or other personal property supplied or installed by the apartment owners), together with all air-conditioning equipment and other service machinery contained therein and covering the interests of the Regime, the Board of Administration and all apartment owners and their mortgagees, as their interests may appear, in the amount determined by the Board of Administration, each of which policies shall contain a standard mortgagee clause in favor of each mortgagee of the apartment which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Administration; (2) workmen's compensation insurance; (3) public liability insurance in such amounts and with such coverage as the Board of Administration shall from time to time determine, but at least covering each member of the Board of Administration, the managing agent, the manager and each apartment owner with cross liability endorsements to cover liabilities of the unit owners as a group to an apartment owner if reasonably obtainable, and (4) such other insurance as the Board of Administration may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Administration and that the net proceeds thereof shall be payable to the Board of Administration.

All policies of physical damage insurance shall contain, if reasonably available, waivers of subrogation and waivers of any reduction of pro-rata liability of the insurer as a result of any insurance carried by apartment owners or of invalidity arising from any acts of the insured or any apartment owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' written notice to all of the insureds, including all mortgagees of apartments. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums,

shall be delivered to all mortgagees of apartments at least ten (10) days prior to the expiration of the then current policies.

Apartment owners should carry insurance for their own benefit insuring their wallcovering, fixtures, furniture, furnishings and other personal property not covered by the Regime insurance provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Administration shall not be affected or diminished by reason of any such additional insurance carried by any apartment owner.

ARTICLE IX
AMENDMENTS

Section 1. BY-LAWS. These By-Laws may be amended by the Council in a duly constituted meeting held for such purpose, and no amendment shall take effect unless approved by co-owners representing at least two-thirds (2/3) of the total value of the Property as shown on the Master Deed except as provided in the Master Deed for an Amendment or amendments to admit further phases to the Regime, if appropriate. So long as the sponsor remains the owner of any apartment in this Horizontal Property Regime, these By-Laws may not be amended so as to adversely affect the sponsor without the sponsor's consent.

ARTICLE X
MORTGAGES

Section 1. NOTICE TO BOARD. A co-owner who mortgages his apartment shall notify the Board through the Management Agent, if any, or the President if there is no Management Agent, of the name and address of his Mortgagee; and the Regime shall maintain such information in a book entitled "Mortgages on Apartments."

Section 2. NOTICE TO MORTGAGEE. The Board shall give thirty (30) days written notice of the following events to all mortgagees of which it has notice:

- (a) Any change in the condominium documents;
- (b) Any unpaid assessments due the Regime from the co-owner(s) (mortgagor (s)) of the apartment;
- (c) Any default by the co-owner (mortgagor) of an apartment in the performance of such co-owners' obligations under the condominium documents when such default is not cured within thirty (30) days.
- (d) Any notice of special or annual meetings of the Regime.

Section 3. STATEMENTS TO MORTGAGEE. Upon request of any Mortgagee listed in the book entitled "mortgages on Apartments", the Board, Manager or Management Agent shall supply such Mortgagee with a reasonably current financial statement of the Regime.

ARTICLE XI
COMPLIANCE

These By-Laws are intended to comply with the requirements of the Horizontal Property Act of South Carolina. In case any of these By-Laws conflict with the provisions of said Statute, it is hereby agreed that the provisions of the Statute will control.

FILED	REPORT	RECORDED
AT	COUNTY	IN
4130	S. C.	BOOK
O'CL. CK	OCT 15 1974	PAGE
<i>Amata S. Nettles</i> <small>CLERK OF COURT OF CHANCERY</small>		

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

AMENDMENT TO BY-LAWS OF
QUEEN'S GRANT VILLAS HORIZONTAL
PROPERTY REGIME IV.

WHEREAS, the Master Deed of the Queen's Grant Villas Horizontal Property Regime IV is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 224 ; at Page 841 ; and

WHEREAS, the By-Laws of that property regime are recorded as an Exhibit to the Master Deed; and

WHEREAS, the Council of Co-Owners of that Regime at the last duly constituted meeting held for such purpose, which was held on Nov. 13, 1981 , did approve submitting this Amendment to all Co-Owners; and

WHEREAS, subsequent approval of this Amendment, with the requisite approval of the Co-Owners representing at least two-thirds of the total value of the property was obtained;

NOW, THEREFORE, the By-Laws are hereby amended by the addition of the following article:

The use or establishment of time sharing, time interval ownership or time-sharing lease agreements, as described in definitions 9 and 10 of Section 27-32-10 of the Code of Laws of South Carolina (1976), as amended shall be prohibited within any of the units of this Regime.

The Regime has caused these Presents to be executed in its name by its duly authorized managing agent on this day of August 20, 1982.

IN WITNESS WHEREOF, Property Administrators, Inc., has set its hand and seal as the duly constituted managing agent of the Regime on the date above mentioned.

WITNESSES: PROPERTY ADMINISTRATORS, INC.

Jean G. Morehouse By: Donald F. Christy
Donald F. Christy, President

A.R. Grant Morehouse Attest: [Signature]
Vice-President

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me JEAN G. MOREHOUSE and made oath that (s)he saw the within officers of Property Administrators, Inc., sign, seal and as their free act and deed, deliver the within written instrument, and that (s)he with A.R. GRANT MOREHOUSE witnessed the execution thereof.

SWORN TO before me this 20th
day of August, 1982.

A.R. Grant Morehouse (s.)
Notary Public for South Carolina
My Commission Expires: 4/3/88

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) AFFIDAVIT

PERSONALLY appeared before me, Donald F. Christy, President, Property Administrators, Inc., who, being duly sworn, deposes and says:

That he is the duly constituted manager of Queen's Grant Villas Horizontal Property Regime IV;

That on Nov. 13, 1981, he was requested by the Regime Officers, following the Regime annual meeting, to solicit a response of all Co-Owners indicating their approval of the attached time-sharing prohibiting Amendment to the Regime By-Laws;

That a majority approval of the Co-Owners representing at least two-thirds of the total value of the Regime property was obtained and such is on record at his office;

That he, as the duly constituted manager of was requested to prepare and file of record this Amendment to the Regime By-Laws.

[Signature]
Donald F. Christy

SWORN TO before me this 20th

day of August, 1982.

A.R. Grant (L.S.)
Notary Public for South Carolina
My Commission Expires: 4/3/88

Mouhouse

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12:05	S. C.	BOOK
O'CLOCK	AUG 25 1982	353
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		719
<i>Nancy H. Lowry, Dep.</i>		
CLERK OF COURT OF COMMON PLEAS		

3770

STATE OF SOUTH CAROLINA) AMENDMENT TO BY-LAWS OF
) QUEENS GRANT HORIZONTAL
 COUNTY OF BEAUFORT) PROPERTY REGIME IV

WHEREAS, the Master Deed of the Queens Grant Horizontal Property Regime IV is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 224 at Page 841; and

WHEREAS, the By-Laws of that property regime are recorded as an Exhibit to the Master Deed; and

WHEREAS, the Council of Co-Owners of that Regime at the last duly constituted meeting held for such purpose, did approve submitting this Amendment to all Co-Owners; and

WHEREAS, subsequent approval of this Amendment, with the requisite approval of the Co-Owners representing at least two-thirds of the total value of the property was obtained;

NOW, THEREFORE, the By-Laws are hereby amended by the amendment of Article VII, Section 10. to read:

Section 10. USE OF COMMON ELEMENTS. A co-owner shall not place or cause to be placed in the passages, parking areas or roads, or other common areas any furniture packages or obstructions of any kind. Such areas shall be held in common for the enjoyment of the co-owners and shall be used for no other purposes than for normal transit through or use of them and for normal vehicular parking. Normal vehicular parking use excludes the parking of trailers of any type, boats, large R.V.'s, commercial vans, mopeds, commercial trucks, campers, or motorcycles.

Said amended language shall also be added to Section 12, RULES OF CONDUCT of the same By-Laws of the Regime.

The Regime has caused these Presents to be executed in its name by its duly authorized managing agent on this 10th day of August, 1992.

LEGM18/012

1583

IN WITNESS WHEREOF, Property Administrators, Inc. set its hand and seal as the duly constituted managing agent of the Regime on the date above mentioned.

WITNESSES:

PROPERTY ADMINISTRATORS, INC.

Carol Garrett
A.R. Grant Morehouse

Donald F. Christy
Donald F. Christy, President

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Carol Garrett and made oath that (s)he saw the within Donald F. Christy, President of Property Administrators, Inc., sign, seal and as his free act and deed, deliver the within written instrument, and that (s)he with A. R. Grant Morehouse witnessed the execution thereof.

Carol Garrett
Carol Garrett

SWORN to before me this 12 day of May, 1993.

A.R. Grant Morehouse
Notary Public for South Carolina

My Commission Expires: 3/29/98

850 *Markson*
FILED
MICHAEL G. BRYANT, ACTING
S.M.C.
BEAUFORT COUNTY, S.C. */MLL*
94 FEB -1 AM 8:43
BK *681* PG *1582*
FOLDER #

1584

2/10RB
HWP 7265

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) AMENDMENT TO BY-LAWS OF
) QUEEN'S GRANT HORIZONTAL
) PROPERTY REGIME IV

WHEREAS, the Master Deed of the Queen's Grant Horizontal Property Regime IV is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 224 at Page 841; and

WHEREAS, the By-Laws of that property regime are recorded as Exhibit F to the Master Deed; and

WHEREAS, the Council of Co-Owners of the Regime at the last duly constituted meeting held for such purpose, did approve submitting this Amendment to all the Co-Owners; and

WHEREAS, subsequent approval of this Amendment, with the requisite approval of the Co-Owners representing at least two-thirds of the total value of the property was obtained;

NOW, THEREFORE, Article VII, Section 13 of the By-Laws is hereby amended by adding a new last sentence, so that said Section 13 shall read as follows:

Section 13. ABATEMENT AND ENJOINMENT OF VIOLATIONS BY UNIT OWNERS. The violation of any rules or regulations adopted by the Board or the breach of any By-Laws contained herein, or the breach of any provisions of the Master Deed, shall give the Board the right, in addition to any other rights set forth in these By-Laws: (a) to enter the apartment in which or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting apartment owner, any structure, thing or condition, that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach. The Board shall be entitled to reimbursement from the apartment owner for all the Board's costs and expenses of such legal proceedings, including without limitation, reasonable attorneys' fees.

Said amended language shall also be added to Section 12, RULES OF CONDUCT of the same By-Laws for the Regime.

The Regime has caused these Presents to be executed in its name by its duly authorized managing agent on this 15th day of January, 2009.


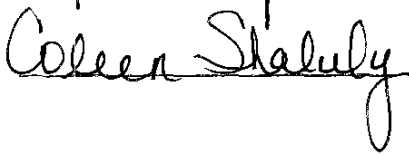
IN WITNESS WHEREOF, Allied Management Group, Inc., set its hand and seal as the duly constituted managing agent of the Regime on the date above mentioned.

ALLIED MANAGEMENT GROUP, INC.




President

WITNESSES:

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Keri Cogen and made other that s/he saw the within David Howard, President of Allied Management Group, Inc. sign, seal and as his free act and deed, deliver the within written instrument, and that s/he with Coleen Shaluly witnessed the execution thereof.



Witness

SWORN to before me this 15th
day of January, 2009.



Notary Public for South Carolina

My Commission Expires: My Commission Expires April 30, 2011

A/10 JK
Bylaws
8/31/09

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

FIRST AMENDMENT TO THE
BYLAWS OF QUEEN'S GRANT VILLAS
HORIZONTAL PROPERTY REGIME IV

THIS AMENDMENT is made this 21st day of July, 2009 by the Queen's Grant Villas
Horizontal Property Regime IV by its duly authorized officers.

BEAUFORT COUNTY SC - ROD
BK 02888 PGS 2072-2075
DATE: 09/14/2009 02:51:13 PM
INST # 2009053826 RCPT# 595969

WITNESSETH:

WHEREAS, Queen's Grant Villas Horizontal Property Regime IV was submitted by master
deed recorded on March 10, 1977 in Book 227 at Page 329 of the Beaufort County Records; and

WHEREAS, the master deed includes at Exhibit F bylaws applicable to the property and to
the regime; and

WHEREAS, at a duly called meeting pursuant to notice and called in part for such purpose an
amendment was proposed to limit the number of persons who could lawfully occupy an apartment in
the regime; and

WHEREAS, the bylaws provide that a proposed amendment could be approved upon the
affirmative vote of two-thirds (2/3) of the total vote of the regime at a meeting where adoption of the
proposed amendment was considered; and

WHEREAS, at a meeting of owners held on October 22, 2004 upon motion made and
seconded the owners voted to amend the bylaws as herein stated by 72.578% of the total votes of the
regime.

NOW, THEREFOR, ARTICLE VII, Section 9(a) of the bylaws is amended as follows:

Section 9. Use of Apartments - Internal or External Change.

- (a) All apartments shall be utilized for residential purposes only. No owner shall permit occupancy by more persons than are shown below. Should the occupancy be allowed to exceed the stated limits the regime will issue a notice of right to cure. If the number of occupants is not reduced within ten (10) days or if reduced and then exceeded at any time thereafter the regime will enforce this bylaw provision through injunction and shall be entitled to recover its attorney's fees in such sum as actually expended. The occupancy limits are that the number of occupants of any age may not exceed 6 persons for a two-bedroom unit or 8 persons for a three-bedroom unit.

All apartments shall be used as whole-time residential dwellings and no apartment shall be utilized for the purposes of time-sharing or interval ownership, time-sharing or interval licenses, time-sharing or interval leases, or split, quarter or other fractional interests or other such plans as may be covered within the South Carolina Vacation Time Sharing Plans, S.C. Code §27-32-10 et. seq.

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
)
_____)

**FIRST AMENDMENT
TO THE BYLAWS OF
QUEENS GRANT IV
HORIZONTAL PROPERTY REGIME**

THIS FIRST AMENDMENT to the Bylaws of Queens Grant IV Horizontal Property Regime, is made this 21st day of July, 2009.

In witness whereof we execute this document in our respective capacities as elected officers and directors of the regime.

Queens Grant IV Horizontal Property Regime

Paula Jones
Witness

By: *Matthew Jones*
President

Kevin Jones
Witness

By: *James Hales*
Secretary

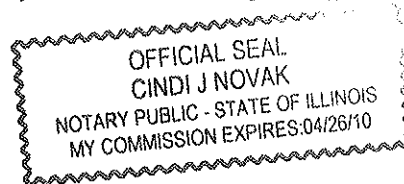
ACKNOWLEDGEMENT

**STATE OF SOUTH CAROLINA
BEAUFORT COUNTY**

I, *Cindi J. Novak* do hereby certify that Matthew J. Jones personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 21st day of July, 2009.

Cindi J. Novak
Notary Public of Illinois
My Commission Expires: _____



ACKNOWLEDGEMENT

**STATE OF SOUTH CAROLINA
BEAUFORT COUNTY**

I, Stacy Kneeling, do hereby certify that James A. Hales personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 21st day of July, 2009.

Stacy Kneeling
Notary Public of Beaufort County
My Commission Expires: 4-7-2019