

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) **COVENANTS OF DOLPHIN POINT OWNERS ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS, that **DOLPHIN POINT AT SEABROOK, LLC.**, a North Carolina Limited Liability Company, the owner of a certain parcel of land at Seabrook Island, Charleston County, South Carolina, and known as **DOLPHIN POINT**, which parcel of land is fully represented and delineated on plat(s) of the same, made by Thomas & Hutton Company, dated May 23, 2002, and recorded in the RMC Office for Charleston County in Plat Book DD at Page 294, hereby covenants and agrees on behalf of itself, its successors and assigns, with persons or entities who shall hereafter purchase the lots as shown on the aforesaid plat(s) (or made subject hereto by Deed or other written instrument) at Seabrook Island, their successors, heirs and assigns, as follows:

1. DEFINITIONS:

“Company” shall refer to **DOLPHIN POINT AT SEABROOK, LLC.**, its successors and assigns.

“Association” shall refer to **DOLPHIN POINT OWNERS ASSOCIATION, INC.**, a South Carolina non-profit corporation. See Exhibit “A” attached hereto.

“Common Properties” shall refer to those areas of land, together with any improvements thereon, including storm, drainage, water and sanitary sewer and irrigation lines and equipment which are deeded to the Association and designated in said deed as “Common Properties.” All common properties are to be maintained by, devoted to and intended for the common use and enjoyment of the owners of the lots shown on said plats.

“Owner” shall refer to the record owner, whether one or more legal persons or entities, of the fee simple title to any lot.

“By-Laws” shall refer to the By-Laws of the Association as amended from time to time. The original By-Laws are attached hereto as Exhibit “B”.

2. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION:

The Company and every record owner of any lot which is subject to the assessment by the Association shall be a member of the Association. Members shall be entitled to one vote for each lot owned and when more than one person or entity owns such interest in any lot, all such persons or entities shall be members and the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot.

3. PROPERTY RIGHTS IN THE COMMON PROPERTIES:

Subject to the provisions of these Covenants and the Rules and Regulations of the Association, every owner shall have a right and easement of enjoyment in and to the common properties, and such easement shall be appurtenant to and shall pass with the title to every lot.

The Company may retain the legal title to the common properties until such time as it has completed improvements thereon, and until such time as, in the opinion of the Company, the Association is able to maintain the same, but notwithstanding any provision herein, the Company hereby covenants that it shall convey the Common Properties to the Association within three hundred sixty five (365) days from the date hereof.

The owner's rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of each lot owner to have access to such owner's lot by and easement appurtenant thereto for ingress, egress and regress over and upon the common properties; and
- (b) The right of the Association to take such steps as are reasonably necessary to protect the common properties; and
- (c) The right of each lot owner to have an easement appurtenant for utilities to such lot over and upon the common properties; and
- (d) The right of the Association, as provided in its By-Laws, to suspend the enjoyment of rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published Rules and Regulations, it being understood that any suspension for either nonpayment of any assessment or a breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the member's obligation to pay the assessment; and the right of the Company or the Association to dedicate or transfer to any public or private utility, utility easements, provided for herein, or otherwise, on any part of the common properties.

1. MAINTENANCE ASSESSMENTS:

Each owner of any lot shall by acceptance of a deed therefor, whether or not it shall be expressed in such deed, agrees to all of the terms and provisions of these Covenants and to pay to the Association: (i) an initial working capital assessment; (ii) regular maintenance and management assessment; (iii) special assessments established

and collected from time to time as hereinafter provided. The assessment provided for hereunder, whether maintenance and management assessments or special assessments, together with interest thereon and costs of collections thereof as hereinafter provided, shall be a charge and continuing lien on the lots against which each such assessment is made. The lien of any lot shall be junior and subordinate to any mortgage encumbering the lot that was duly recorded before the assessment was due. Each such assessment shall also be the personal obligation of the person(s) or entity who was the owner of such lot at the time when the assessment fell due. In the case of co-ownership of a lot, all such co-owners shall be jointly and severally liable for the entire amount of the assessments. If any assessment is not paid within thirty (30) days after the due date, the assessment may bear interest from the date of delinquency up to the maximum legal rate and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount off such assessment the costs of preparing and filing the company in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above, provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the properties and, in particular, for the administration, acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the exterior maintenance of the homes situated upon the property for the use and enjoyment of the Common Properties, including but not limited to, the cost of utilities, repairs, replacements and additions, the cost of labor, equipment, materials, management, maintenance and supervision, the payment of taxes assessed against the Common Properties, the procurement and maintenance of insurance in accordance with the By-Laws, the payment of charges for garbage service, the leashing of non-exclusive dock space on nearby property, water furnished and water and sewer services rendered to the Common Properties, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

From the date of the first conveyance of title by the Company to an owner of a lot shown on said plat(s) until the date of the first Association meeting, the Seabrook Island Ocean Club or its designee, shall serve as the Interim Management Agent with responsibility for coordinating all normal management services of the Association. During such period, the Interim Management Agent, or its designee, shall receive a monthly management fee from each owner of Thirty-Six and no/100 (\$36.00) Dollars, plus an assessment payable quarterly in the sum of \$189.00 Dollars for site lighting electricity, pest control, landscape maintenance and other association operating expenses.

Upon selection by the Association of a Regular Management Agent, the Interim Management shall provide the Regular Management agent an accounting of the operating revenues and expenses and turn over all unused funds to the Association. After adoption of the annual budget, the Company shall be subject to regular assessments for any lots with completed improvements built thereon and still owned by it.

At the time title is conveyed to an owner, such owner shall contribute to the working capital reserve established by the Interim Management Agent the sum of ONE HUNDRED AND NO/100 (\$100.00) Dollars. Such funds shall be used solely for initial operating and capital expenses of the Association and the common properties.

The Board of Directors of the Association shall have the right and power to fix the assessment for each of the lots. Upon conveyance of a lot by the Company to an Owner, each lot owner shall pay at the time of closings a pro rata portion of the assessments for the current quarter, and thereafter will pay in advance quarterly assessments against his property. Such payments shall be used by the Association to create and continue a maintenance fund to be used by the Association for the purpose stated herein. The Assessment shall be delinquent when not paid within thirty days after becoming due. Nothing herein shall prohibit the imposition of a monthly, or semi-annual or annual assessment in the place of the quarterly assessment herein contemplated, if so desired by the Board of Directors.

Any assessment may be increased, adjusted or reduced from time to time by the Board of Directors, or the Association, as the needs of the common property, in its judgment, may require, and each lot shall be subject to the same assessments.

At the option of the Board, assessments shall be payable in monthly or quarterly installments, and upon default in the payment of any installments and after ten (10) days written notice, the Board at its option, may accelerate and demand payment for the entire annual assessment for the delinquent Owner, plus such late charges as may be assessed by the Board

2. MAINTENANCE FUND:

The assessments collected by the Association shall be used to create a maintenance fund for the following: (i) providing lighting, pest control, landscape maintenance and general maintenance; (ii) improving and maintaining streets and parking areas comprising portions of the Common Properties; (iii) maintaining and improving amenities and recreational facilities located on or near the Common Properties of the Association; (iv) paying of taxes on the common property; and (v) doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association, to keep the property neat and in good order, and to eliminate health and safety hazards, or to provide useful amenities, which in the opinion of the Board of Directors may be of general benefit to the owners of the lots.

3. OTHER COVENANTS:

The lots shall be subject to the Protective Covenants of Seabrook Island dated April 22, 1974, and recorded in the RMC Office for Charleston County in Book M105 at Page 194, as amended by Modification dated October 29, 1976, and recorded in the RMC Office aforesaid in Book Y110 at Page 145, and as further amended by instrument dated

April 30, 1985, recorded in Book B145 at Page 246. Also; the lots are subject to the Second Restated and Amended By-Laws of Seabrook Island Property Owners Association, dated October 18, 1984, recorded in Book B141, at Page 267, as amended by instrument recorded in Book J144 at Page 59, Charleston RMC Office.

4. EXTERIOR APPEARANCE OF DWELLING:

No change shall be made to the exterior appearance of any dwelling which shall include the erection of any exterior window covering, awnings, or shutters, which can be seen from the outside of the dwelling, without the express approval required under paragraph 6 of the Protective Covenants required under paragraph 6 of the Protective Covenants dated April 22, 1974, and recorded in the RMC Office for Charleston County in Book M105 at page 194.

No exterior window dressing may be installed visible from the exterior unless such has a white or beige liner, without permission of the Board of Directors.

5. EXTERIOR MAINTENANCE:

Notwithstanding anything contained herein the Association in addition to maintaining the Common Properties shall have the right, but not the obligation, to provide exterior maintenance to each lot with improvements hereon. Any cost incurred in connection with such maintenance shall be a lien against the lot and may be collected in the same fashion as a Common Property maintenance assessment described in paragraph 4, supra. In order to enable the Association to make all necessary maintenance and repairs, the Association shall have to right of unobstructed access over and upon each lot at all reasonable times to perform maintenance as provided in this paragraph.

6. DURATION AND AMENDMENT:

These Covenants shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, the Company or the owner of any lot subject hereto for a term of twenty (20) years from the date of the recordation of this instrument, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless two-thirds of the then owners vote to terminate these Covenants at a duly called meeting of the Association. The Covenants may be amended at any time upon the affirmative vote of two-thirds of the owners entitled to vote at a duly called meeting of the Association. During the period ending one year from the date hereof, the Company may delete, amend or add to these Covenants, without the consent of the owners, to clarify or correct any of the items hereof. The Company shall not, by reason of any power herein reserved, have the right to alter the amount or method of making annual, monthly, or special assessments, not to affect the voting rights of any owner.

7. SEVERABILITY:

Should any covenant herein contained, paragraph, sentence, clause, phrase or term of this instrument, be declared to be void, invalid, illegal, or unenforceable, for any reason by the jurisdiction of any competent court having jurisdiction, the same shall be declared to be severable and the provisions hereof not affected shall remain in full force and effect.

8. ENFORCEMENT:

Enforcement of these covenants and restrictions and any rules and regulations adopted by the Association pursuant to its By-Laws, shall be by any proceedings at law or in equity against any person or persons violating or attempting to violate any rule, regulation, covenant or restriction, either to restrain violation or to recover liquidated damages in amounts established by the Association and assessed as a lien against the land, or to proceed against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Cop [Signature]
W. W. Little

DOLPHIN POINT AT
SEABROOK, LLC
A North Carolina Limited
Liability Company

BY: [Signature]
JOHN H. SESSIONS
PRESIDENT AND
MANAGING MEMBER

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 21 day of February, 2005, by DOLPHIN POINT AT SEABROOK, LLC, a North Carolina Limited Partnership, by JOHN H. SESSIONS, its President and Managing Member, at Winston-Salem, North Carolina.

Sandra B. Moore
Notary Public for North Carolina

My Commission expires: 11-4-06

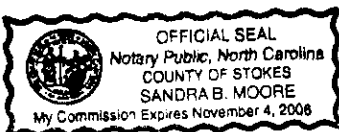


EXHIBIT "B"

**BY-LAWS OF DOLPHIN POINT OWNERS ASSOCIATION, INC.
A SOUTH CAROLINA NONPROFIT ORGANIZATION**

ARTICLE I.

NAME, LOCATION AND PURPOSE:

Section 1. The name of this corporation shall be **DOLPHIN POINT OWNERS ASSOCIATION, INC.**

Section 2. Its principal office shall be located at 3027 High Hammock Road, Seabrook Island, Charleston County, South Carolina.

Section 3. The object, purpose and business which this corporation proposes to do shall be to own, acquire, build, operate and maintain open spaces, streets and certain other common facilities incident to its ownership of the common properties located at **DOLPHIN POINT**, Seabrook Island, Charleston County, South Carolina.

(a) To fix assessments or charges to be levied against the lots at **DOLPHIN POINT**, Seabrook Island, Charleston County, South Carolina.

(b) Enforce any and all covenants, restrictions and agreements applicable to the lots.

(c) Pay taxes, if any, on the common property and facilities at **DOLPHIN POINT**, Seabrook Island, Charleston County, South Carolina.

ARTICLE II.

SEAL:

The corporation shall have a seal bearing the words "Seal" in the center, and having the words "**DOLPHIN POINT OWNERS ASSOCIATION, INC**" encircling the edge.

ARTICLE III.

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MEMBERSHIP AND VOTING RIGHTS:

Every legal person or entity who is the record owner of the fee simple title to any lot in **DOLPHIN POINT**, Seabrook Island, Charleston County, South Carolina, which is subject to assessment by the Association shall be a member of the Association. Members shall be entitled to one vote for each lot owned, and when more than one person or entity own such interest in any lot, all such persons or entities shall be members and vote for such lots shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

ARTICLE IV:

BOARD OF DIRECTORS:

Section 1. The affairs of the corporation shall be managed by a Board of Directors. The Board of Directors shall consists of five Directors, who shall initially be elected to serve staggered terms, two (2) for three (3) years, two (2) for two (2) years, and one (1) for one (1) year, and they shall serve until their successors shall be elected for a term of three (3) years.

Section 2. Vacancies in the Board of Directors shall be filled by the majority of the remaining Directors and any such appointed Director shall hold office until his successor is elected by the members, who may make such election at the next annual meeting of the members or at any special meeting duly called for that purpose.

Section 3. The Board shall meet for the transaction of business at such place as may be designated from time to time. Special meetings of the Board may be called by the President or two members of the Board for any time and place, provided reasonable notice of such meeting shall be given to each Board member before the time appointed for such meeting.

Section 4. The Directors shall act only as a Board and the individual Directors shall have no power as such. A majority of the Directors in office shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same, from time to time, without notice, until a quorum be at hand. Board Members must be present in person, not by proxy. The act of a majority of Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise provided by law.

Section 5. The Board of Directors, after the close of the fiscal year, shall submit to the members of the corporation a report as to the condition of the corporation and its property and shall submit also an account of the financial transactions of the past year.

Section 6. The Board of Directors shall have the power:

- (a) To call special meetings of the members whenever it deems necessary and it shall call a meeting of the voting membership, as provided in Article VI, Section 2.
- (b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security and fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.
- (c) To establish , levy and assess, and collect the assessments or charges referred to in Section 4 of the Protective Covenants provided that no assessment of liquidated damages as authorized by subsection (e) herein shall be made earlier than thirty (30) days after the subject violation and the amount of liquidated damages to be assessed if the violation is not corrected.
- (d) To adopt and publish rules and regulations governing the use of the common properties and facilities and the conduct of the members and their guests thereon, and any pets of the members or their guests..
- (e) To adopt a schedule of liquidated damages for the violation of any rules, regulations, covenant or restriction to be assessed against the lot on any person or persons violating such rule, regulation, covenant or restriction.
- (f) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to the meeting or to members in the covenants.
- (g) To suspend the enjoyment of rights of any member for any period during which any assessment remains unpaid; and to suspend the enjoyment of rights of any member, for a period not to exceed thirty (30) days for any infraction of the published Rules and Regulations of the Association. Any action taken pursuant to this subsection shall be cumulative to any and all other remedies available to the Association.

Section 7. It shall be the duty of the Board of Directors:

- (a) To keep records of its acts and corporate affairs and to present a statements thereof to the members at the annual meeting of the members or at any special meeting when such is requested in writing by five member of the voting membership, as provided in Article VI, Section 2.
- (b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.
- (c) As more fully provided in Sections 4 and 5 of the Protective Covenants applicable to The Properties:

- (1) To fix the amount of the assessment against each lot for each assessment period at least thirty days in advance of such date or period and, at the same time;
 - (2) To prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member, and, at the same time;
 - (3) To send written notice of each assessment to every owner subject thereto.
- (a) To issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has been paid.

ARTICLE V:

OFFICERS:

Section 1. The Executive Officers of the corporation shall be a President, a Vice President, a Secretary and a Treasurer. The first President shall hold office for two (2) years, after which time the President shall be elected annually by the Board of Directors. All other officers shall be elected annually by the Board of Directors, hereinafter sometimes referred to as the Board. They shall take office immediately after election. The officers of the corporation the first year need not be members of DOLPHIN POINT HOMEOWNERS ASSOCIATION. Thereafter, all officers shall be members of the association.

Section 2. Subject to the direction of the Board of Directors, the President shall be chief executive officer of the corporation, and shall perform such other duties as from time to time may be assigned to him by the Board. The President shall be ex-officio a member of all committees.

Section 3. The Vice President shall have the power and perform such duties as may be assigned to him by the Board of Directors or the President. In case of the absence or disability of the President, the duties of that officer shall be performed by the Vice President.

Section 4. The Secretary shall keep the minutes of all proceedings of the Board of Directors and all committees and the minutes of members' meetings and books provided for that purpose; he shall have the custody of the corporate seal and such books and papers as the Board may direct, and he shall in general perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors and the President.

Section 5. The Treasurer shall have the custody of all the receipts, disbursements, funds, and securities of the corporation, and shall perform all duties incident to the office

of Treasurer, subject to control of the Board of Directors and the President. If required by the Board, he shall give a bond for faithful discharge of his duties in such sum as the Board may require.

Section 6. The President, with the approval of the Board of Directors, may appoint such other officers and agents as the Board may deem necessary, who shall hold office during the pleasure of the Board and who shall have such authority and perform such duties as from time to time may be prescribed by the President or by the Board.

ARTICLE VI:

INDEMNIFICATION OF THE BOARD MEMBERS AND OFFICERS:

Section 1. No Board member or officer of the Association shall be liable to any member for any decision, action or omission made or performed by such Board member or officer in the course of his duties unless such Board member or officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of these By Laws.

Section 2. The Association shall indemnify and defend each Board Member or officer of the Association from any liability claimed or imposed against him by reason of his position or decision, action or omission as a Board Member or any officer of the Association if all of the following conditions are satisfied:

- (a) Such Board Member or officer has not acted in bad faith or in reckless disregard of the rights of any person or of the terms of these By Laws.
- (b) Such Board Member or officer gives the Association adequate notice of the claim or imposition of liability to permit the Association reasonable opportunity to defend against the same.
- (c) Such Board Member or officer cooperates with the Association in defending against the liability.

The expense of indemnifying a Board member or an officer shall be borne by all the members, including such Board Member or officer and shall be collected by a special assessment.

ARTICLE VII:

MEETINGS OF MEMBERS:

Section 1. There shall be an annual meeting of the members of the corporation at such place as may be designated. Between January 15th and March 15th for the transaction of such business as may come before the meeting. Notice of each annual meeting, stating time, date, place and in general terms, the purpose thereof, shall be sent by mail to the last known address of all members at least thirty days prior to the meeting.

Section 2. Special meetings of the members shall be held whenever called by the Board of Directors or by the holders of at least five memberships. Notice of each special meeting, stating the time, date, place, and in general terms, the purpose or purposes thereof, shall be sent by mail to the last known address of all members at least ten days prior to the meeting.

Section 3. At any meeting of the members, a quorum shall consist of members owning forty percent (40%) of the lots in **DOLPHIN POINT**, present either in person or by proxy, a majority in amount of such quorum shall decide any question that may come before the meeting.

ARTICLE VIII:

NOTICE:

Section 1. Whenever, according to these By Laws, a notice shall be required to be given to any member or Director, it shall not be construed to mean personal notice but such notice may be given in writing by depositing the same in a post office in Charleston County, South Carolina, in a postpaid sealed wrapper, addressed to such member or Director at his address as the same appears on the books of the corporation; and the time when such notice is mailed shall be deemed the time of the giving of such notice.

Section 2. Any notice required to be given by these By Laws may be waived by the person entitled thereto.

ARTICLE IX:

CONTRACTS AND OWNERSHIP OF PROPERTY:

Section 1. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract and execute and deliver any instrument in the name of the corporation, and such authority may be general or confined to specific instances.

Section 2. All instruments in writing affecting any real estate which may be owned by the corporation, shall be executed and acknowledged in the name of the corporation by the President and attested by the Secretary, with the corporate seal affixed thereto.

ARTICLE X:

AMENDMENT OF BY LAWS:

Section 1. These By Laws may be altered, amended or repealed and new By Laws may be adopted at any regular or special meeting of the Association, by two thirds vote of those in attendance, either in person or by proxy, and eligible to vote. Notice of such meeting stating the time, date, place and in general terms the subject of such amendment, shall be sent by mail to the last known address of all members, at least thirty (30) days prior to the meeting.

Section 2. Any and all amendments to the By Laws shall be effective upon adoption by the Association and binding upon all members and need not be recorded in the RMC Office for Charleston County. A current copy of the By Laws shall be available to any prospective member upon request.

CERTIFICATION

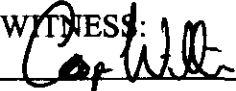

STATE OF SOUTH CAROLINA

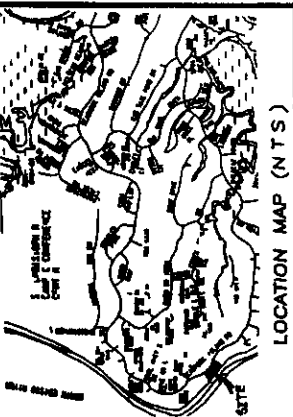
COUNTY OF CHARLESTON

I, JAMES EDWARD WILLIAMS, JR., President of **DOLPHIN POINT OWNERS ASSOCIATION, INC.** A South Carolina Corporation, do hereby certify that the legal By Laws of **DOLPHIN POINT OWNERS ASSOCIATION, INC.** a South Carolina Corporation.

WITNESS my Hand and Seal this 15 day of February, 2005.


JAMES EDWARD WILLIAMS, JR.,
PRESIDENT

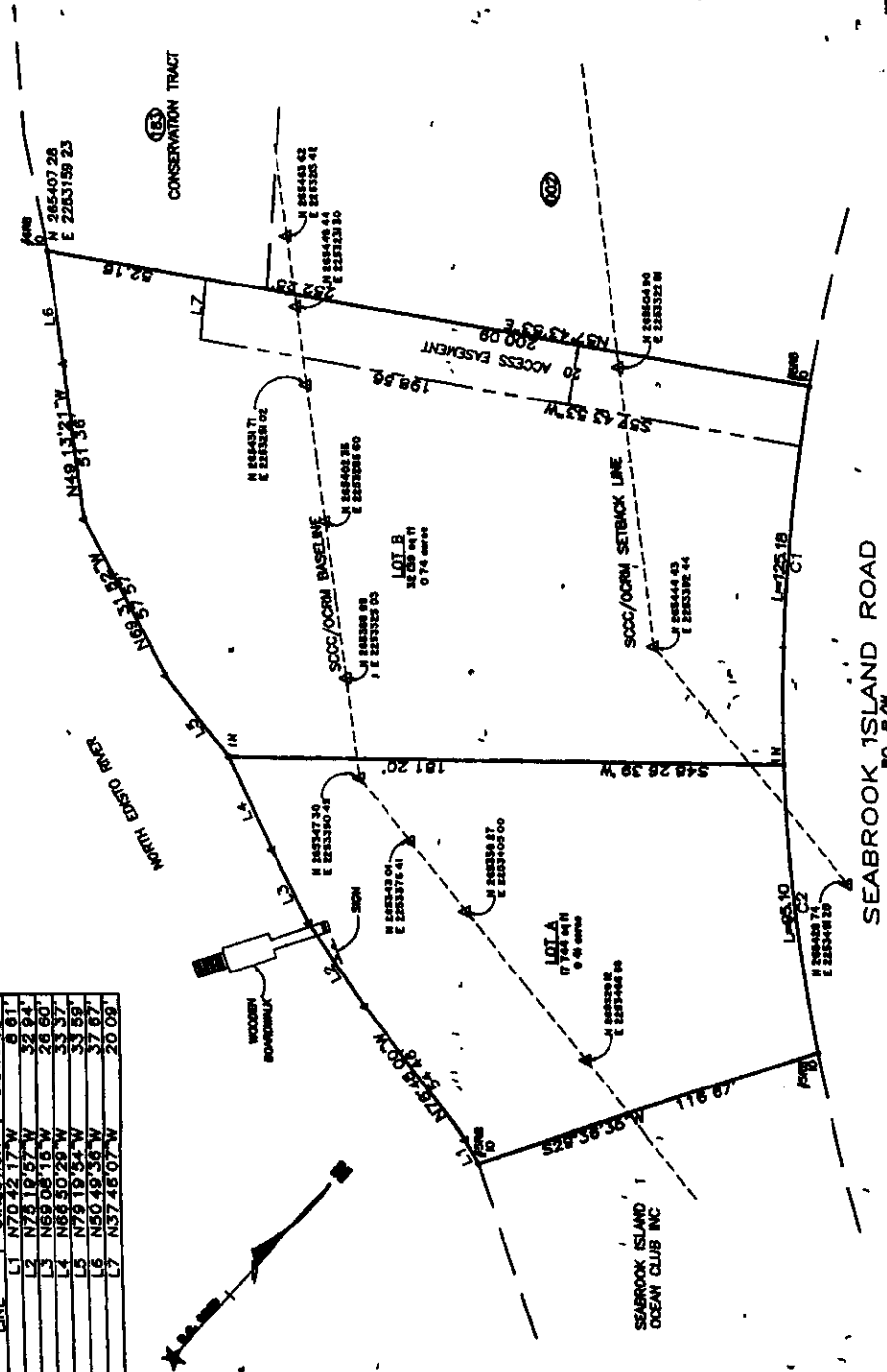
WITNESS:





K P 409P601

CURVE	C1	C2
RADIUS	622.86'	632.85'
LENGTH	125.18'	85.10'
TANGENT	83.80'	47.64'
CHORD	124.97'	95.01'
BEARING	S38°13'48"E	S48°21'53"E
DELTA	113°17'07"	08°45'02"

LINE	DIRECTION	LENGTH	BEARING	CHORD	BEARING	DELTA
L1	N70°42'17"W	8.01'				
L2	N78°16'57"W	32.94'				
L3	N68°08'16"W	24.60'				
L4	N68°30'29"W	33.97'				
L5	N79°19'54"W	33.89'				
L6	N50°49'58"W	27.67'				
L7	N37°48'07"W	20.09'				



LEGEND

- IRON PIN OLD (SIZE AND TYPE NOTED)
- IRON PIN NEW (5/8" ROD)
- ① CHARLESTON COUNTY TAX MAP PARCEL NUMBER

NOTES

- 1) THE PRESENCE OR ABSENCE OF U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS IS UNDETERMINED AS OF THE DATE OF THIS SURVEY.
- 2) THIS PLAT REPRESENTS A SURVEY BASED ON THE LISTED REFERENCES ONLY AND IS NOT THE RESULT OF A TITLE SEARCH.
- 3) SOCC/OCCM BASELINE AND SETBACK LINES ARE BASED ON SOCC SURVEY MONUMENTS S0002316 AND 2330 ON PER FEMA MAP COMMUNITY-PANEL NO. 4554-I-3 0445 G, DATED NOVEMBER 4, 1992.

REFERENCES

- 1) TMS 147-05-00-184
- 2) PLAT BY E.M. SEABROOK, JR. INC. DATED OCTOBER 22, 1986 PLAT BOOK BN PAGE 34 RMC, CHARLESTON COUNTY

SUBDIVISION PLAT OF A 1.15 ACRE TRACT TO CREATE LOTS A & B SEABROOK ISLAND

OWNED BY
EDISTO OCEAN PARTNERSHIP
 TOWN OF SEABROOK ISLAND
 CHARLESTON COUNTY, SOUTH CAROLINA
 APRIL 8, 1997 SCALE 1" = 30'
 REVISED MAY 23, 2002



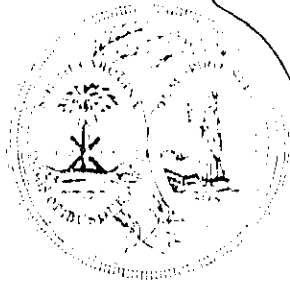
THOMAS & HUTTON ENGINEERING CO
 205 BELLEVILLE HIGHWAY, BELLEVILLE, MISSISSIPPI 39208 (601) 884-1111

PLANNING & RMC USE ONLY
 TOWN OF SEABROOK ISLAND
 DATE: 6/17/2002
 APPROVED BY: *[Signature]*
 Charleston, South Carolina
 Office of Planning & RMC
 This plat was received on 05/23/02 at 11:34 a.m. in the Planning & RMC Office. The original plat (6/17/02) is on file in the Planning & RMC Office.



General Property Survey.
 I, P. Edisto, Civil Engineer, Registered Professional Land Surveyor in the State of South Carolina, certify that I am the author of this survey and that the same was made in accordance with the requirements of the laws of this State. I hereby certify that the same is a true and correct copy of the original survey as shown to me by the client.
 Date: 6/18/02
 P. Edisto, Civil Engineer, License No. 10000
 This is not a true and correct copy of this document unless bearing an original signature and a valid notary seal of the surveyor.

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

DOLPHIN POINT OWNERS ASSOCIATION, INC.,
a corporation duly organized under the laws of the State of South Carolina on February 10th, 2005, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that it is subject to being dissolved by administrative action pursuant to section 33-14-210 of the South Carolina Code, and that the corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
10th day of February, 2005.


Mark Hammond, Secretary of State

Note: This certificate does not contain any representation concerning fees or taxes owed by the Corporation to the South Carolina Tax Commission or whether the Corporation has filed the annual reports with the Tax Commission. If it is important to know whether the Corporation has paid all taxes due to the State of South Carolina, and has filed the annual reports, a certificate of compliance must be obtained from the Tax Commission.

BKG 528PG639

Ed Williams

3027 High Hammock Rd

Seabrook, Isld, SC

29455

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CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

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