

**THIS MASTER DEED IS SUBJECT TO ARBITRATION UNDER THE SOUTH  
CAROLINA UNIFORM ARBITRATION ACT, SECTION 15-48-10, et seq.**

STATE OF SOUTH CAROLINA

Shelmore Village Horizontal PROPERTY REGIME  
AMENDED AND RESTATED MASTER DEED

COUNTY OF CHARLESTON

This Amended and Restated Master Deed for the Shelmore Village Horizontal Property Regime (the "Master Deed") is executed by Ecovest S&S Shelmore Development, LLC ("Grantor" or "Ecovest") and the President of the Shelmore Village Horizontal Property Regime Council of Co-Owners this 22 day of FEBRUARY 2013.

**RECITALS**

- A. WHEREAS**, MS Shelmore Village LLC, a South Carolina limited liability company, and Meeting Street Companies, LLC, a North Carolina limited liability company ("Original Grantor") executed that certain Master Deed establishing the Regime dated May 1, 2007, and recorded on May 3, 2007 in the RMC Office for Charleston County in Book J624 Page 418 (hereinafter the "Original Master Deed"), the Amendment to Master Deed of Shelmore Village Horizontal Property Regime dated September 10, 2007 and recorded on September 20, 2007 in Book D639 Page 261, and the Second Amendment to Master Deed Shelmore Village Horizontal Property Regime.
- B. WHEREAS**, Original Grantor conveyed a portion of the property submitted to the Regime by deed to Redus SC Coastal, LLC, a Delaware limited liability company ("Redus"), dated December 30, 2010 and recorded on January 14, 2011 in the RMC Office for Charleston County in Book 0166 Page 671.
- C. WHEREAS**, Original Grantor assigned all of its rights and interest reserved unto it as Grantor under the Master Deed, and the amendments thereto, to Redus SC Coastal, LLC ("Redus") as Successor Grantor by Assignment of Grantor Rights dated December 30, 2010 and recorded on January 14, 2011 in the RMC Office for Charleston County in Book 0166 Page 671.
- D. WHEREAS**, Redus conveyed a portion of the property submitted to the Regime by deed to Ecovest dated and recorded on December 28, 2012 in the RMC Office for Charleston County in Book 0300 Page 442.
- E. WHEREAS**, Redus, as Successor Grantor, has assigned all of its rights and interest reserved unto it as Grantor under the Master Deed and amendments thereto, to Ecovest by a Quitclaim Transfer and Assignment of Declarant Rights dated and recorded on December 28, 2012 in the RMC Office for Charleston County in Book 0300 Page 446.
- F. WHEREAS**, Ecovest owns 31 of the Condominium Units coupled with the voting interest appurtenant to each Unit, as defined in this Master Deed.
- G. WHEREAS**, a special meeting of the Council of Co-Owners was called and convened in accordance with the By-Laws to approve the adoption of the Amended and Restated Master Deed

and upon the affirmative vote of 85% of the Co-Owner in person or by proxy this Amended and Restated Master Deed, and Exhibits thereto was adopted.

**H. WHEREAS,** All capitalized terms used herein shall have the same meaning as in the Master Deed, unless the context clearly requires otherwise.

#### **AMENDMENTS**

**NOW, THEREFORE,** know all men by these presents that the Master Deed be, and hereby is, amended and restated to read as follows:

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO  
SECTION 15-48-10 OF THE SOUTH CAROLINA CODE, AS AMENDED**

**AMENDED AND RESTATED MASTER DEED  
For  
SHELMORE VILLAGE HORIZONTAL PROPERTY REGIME**

**EXHIBITS**

<b>Exhibit A</b>	Description of the Land
<b>Exhibit B</b>	Plot Plan
<b>Exhibit C</b>	Floor Plans
<b>Exhibit D</b>	Architect's Certificate
<b>Exhibit E</b>	Schedule of Values
<b>Exhibit F</b>	Bylaws
<b>Exhibit G</b>	Signage Example
<b>Exhibit H</b>	Signage Example
<b>Exhibit I</b>	"Amendment to Master Deed to Subdivide Unit _"
<b>Exhibit J</b>	"Amendment to Master Deed to Reconstitute Unit _"

**THIS MASTER DEED IS SUBJECT TO ARBITRATION UNDER THE SOUTH  
CAROLINA UNIFORM ARBITRATION ACT, SECTION 15-48-10, et seq.**

**AMENDED AND RESTATED MASTER DEED  
FOR  
SHELMORE VILLAGE HORIZONTAL PROPERTY REGIME**

**RECITALS**

**WHEREAS**, this Master Deed is made by Ecovest S&S Shelmore Development, LLC, a South Carolina limited liability company, ("Grantor");

**WHEREAS**, Grantor is sole owner in fee simple of the real property, buildings and improvements thereon, which property is located in the Town of Mt. Pleasant, Charleston County, South Carolina, and desires to submit the property as hereinafter more fully described to a Horizontal Property Regime (hereinafter sometimes called "Regime" or "Condominium"), according to the laws of the State of South Carolina and subject to conditions and restrictions contained herein; and

**WHEREAS**, the Grantor desires to convey the Property herein described pursuant and subject to certain protective covenants, conditions and restrictions, reservations, liens, and charges under the South Carolina Horizontal Property Act (the "Act") as hereinafter set forth.

**NOW, THEREFORE**, Grantor, for itself and its successors, heirs and assigns, subject to matters set forth herein, hereby submits the property described in **Exhibit A** (hereinafter sometimes called the "Property"), which is attached hereto and incorporated herein by reference, together with all personal property of the Grantor on the said real estate and used in connection with operation of the Regime, to a Horizontal Property Regime known as Shelmore Village Horizontal Property Regime, according and subject to the terms and provisions of the Horizontal Property Act of the State of South Carolina Title 27, Chapter 31, Code of Laws of South Carolina, 1976, as amended (hereinafter sometimes referred to as the "Act") as it is now constituted; provided, however, that such submission shall be and is made subject further to the conditions, provisions, and restrictions contained herein, including exhibits attached hereto, all of which shall be covenants, conditions, and restrictions which shall run with the land and shall bind and inure to the benefit of the Grantor, its successors, assigns and all subsequent owners of any interest in the Property, their grantors, successors, heirs, executors, administrators, personal representatives, designees, or assigns.

**ARTICLE I  
DEFINITIONS**

As used in this Master Deed and all Exhibits hereto, unless it is plainly evident from the context that a different meaning is intended, the following definitions shall prevail:

- (a) "Association" means the Council of Co-Owners as defined in the Act and the Meeting Street at Shelmore Property Owners Association, Inc., a Not-For-Profit Mutual Benefit Corporation organized under the laws of the State of South Carolina.
- (b) "Buildings" means one of the nine (9) structures located on the Property, containing two or more Units, or a Unit subdivided into a Residential Condominium Unit (hereinafter defined) or a Commercial Condominium Unit (hereinafter defined).



- (c) "Condominium" means (i) All the lands and premises located or to be located within the Property which are submitted under the Act; (ii) all improvements now or hereinafter constructed in, upon, over or through such lands and premises; (iii) all rights, streets, roads, privileges and appurtenances thereto belonging or appertaining, (iv) a part of the Property intended for any type of independent use (whether it be for residential, recreational, storage, business or combination thereof), including one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in a building, or if not in a building in a separately delineated place whether open or enclosed and whether for storage or other lawful use; and (iv) the entire entity created by the execution and recording of this Master Deed.
- (d) "Completed Condominium Unit" means a Unit (hereinafter defined) that has been issued a Certificate of Occupancy by the Town of Mt. Pleasant;
- (e) "Commercial Condominium Unit" means that part of a Unit intended for a commercial use that is subdivided from a Unit (hereinafter defined) to create an additional unit strictly and solely for commercial use.
- (f) "Common Area" or "Common Element" means all of the real property, fixtures, and equipment, excluding the Units, and specifically including both the General Common Areas and Limited Common Areas, as defined herein and in the Act.
- (g) "Common Expenses" The expenses for which the Co-Owners are liable to the Association, including, without limitation:
  - (1) All expenses incident to the administration, maintenance, insurance, repair or replacement of the General Common Areas, or any Limited Common Areas which are the express responsibility of the Association and of the portions of the Units which are the responsibility of the Association if any;
  - (2) Expenses determined by the Association to be Common Expenses;
  - (3) Expenses in this Master Deed and/or its Exhibits denominated as Common Expenses;
  - (4) Any taxes or governmental assessments or fees imposed upon the Condominium as a whole, which is not separately imposed or assessed against the Units.
  - (5) Any other expenses declared by the Act to be Common Expenses, not otherwise designated herein
- (h) "Condominium Ownership" means the individual ownership of a particular Unit in a Building, and the common right to a share, with other Co-Owners, in the general and Limited Common Areas of the Property;
- (i) "Co-Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns a Condominium within the Building;
- (j) "Board of Directors" or "Board" means the members of the Board Directors of the Association elected pursuant to the terms of the By-Laws.
- (k) "General Common Areas" or "General Common Elements" means and includes:
  - (1) The land, whether leased or in fee simple, and whether or not submerged on which the Condominium or Building stands; provided, however, that submerged land

developed or used under this chapter is subject to any law enacted relating to the leasing of submerged lands by the State for the benefit of the public;

- (2) The foundations, main walls, roofs, halls, lobbies, stairways, entrance, exit, or communication ways in existence or to be constructed or installed;
  - (3) The basements, flat roofs, yards and gardens in existence or to be constructed or installed, except as otherwise provided or stipulated;
  - (4) The premises for the lodging of janitors or persons in charge of the Property in existence or to be constructed or installed, except as otherwise provided or stipulated;
  - (5) The compartments or installations of central services such as power, light, gas, cold and hot water, refrigeration, reservoirs, water tanks, pumps, existence or to be constructed or installed;
  - (6) The elevators, garbage incinerators, and, in general, all devices or installations existing or to be constructed or installed for common use; and
  - (7) All other elements of the Property in existence or to be constructed or installed, rationally of common use or necessary to its existence, upkeep, and safety.
- (l) "Limited Common Areas" or "Limited Common Elements" means and includes those Limited Common Areas which are agreed upon by all the Co-Owners to be reserved for the use of a certain number of Condominium Units to the exclusion of the other Condominium Units, such as, open court yards, all porches attached to a Condominium Unit, patios, special corridors, stairways, elevators, sanitary services common to the Condominium Units of a particular floor, and the like; and also as may be designated on **Exhibit B**
- (m) "Majority of Co-Owners" means fifty-one percent (51%) or more of the basic value of the Property as a whole, in accordance with the percentages computed in accordance with the provisions of Section § 27-31-60.
- (n) "Master Deed" means this instrument establishing Regime and submitting the Property to the Regime;
- (o) "Co-Owner(s)" or Unit Owner(s)" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof; owning a Unit and the appurtenant undivided interest in the General Common Areas and Limited Common Areas specified and established in this Master Deed and the heirs, executors, administrators, successors and assigns of such person.
- (p) "Property" means and includes: (1) the land whether leasehold or in fee simple and whether or not submerged, (2) the building, all improvements and structures on the land, in existence or to be constructed, and (3) all easements, rights, and appurtenances belonging thereto;
- (q) "Regime" means the Shelmore Village Horizontal Property Regime, as established by this Master Deed and as authorized by the Act.
- (r) "Residential Condominium Unit" means that part of a Unit intended for residential use that is subdivided from a Unit (hereinafter defined) to create an additional Unit strictly and solely for residential use.

- (s) "Unit" or "Condominium Unit" means each of the 41 proposed or existing apartments existing in the 9 Buildings on the Property, each of which constitute a separate Unit and separate parcel of real property. Any additional Unit resulting from the subdivision of a Unit into a Commercial Condominium Unit or a Residential Condominium Unit shall constitute such Unit(s) as shall be established pursuant to the appropriate amendment to this Master Deed.
- (t) "Uncompleted Condominium Unit" means a Unit within a Building and its construction has not been completed.

## ARTICLE II NAME

The Property shall hereinafter be named SHELMORE VILLAGE HORIZONTAL PROPERTY REGIME (hereinafter sometimes called "Regime").

## ARTICLE III PROPERTY RIGHTS

**Section 1. Identification of Condominium Units.** The Grantor, in order to implement condominium ownership anticipates that the Building and Units will be built and completed in phases at different times. There will be forty-one (41) Unit numbered 1 thru 41, together with other improvements and certain lands as described in the Exhibits and land improvements, which may, in the Grantor's discretion, be constructed and become completed as hereinafter provided.

The aforesaid Buildings, Units, and other improvements substantially in accordance with such Plot Plans, Floor Plans, descriptions and surveys contained in the Exhibits.

**Section 2. Plans.** Attached hereto as **Exhibit B** is a Plot Plan prepared by Trico Engineering Consultants, Inc. dated March 19, 2007 entitled "Plot Plan-Exhibit "B", Tract 1, TMS 514-00-00-170, Shelmore Village Horizontal Property Regime, Property of Meeting Street Companies, LLC, Located in Mount Pleasant, Charleston County, South Carolina" ("the Survey"), which shows the Vertical locations of the Building and improvements. Additionally, **Exhibit B** is the Plot Plan (the "Plot Plan") with the Buildings and Improvements showing geographically the dimensions, area location of General Common Areas and Limited Common Areas. Attached hereto as **Exhibit C** are the Floor Plans and descriptions of each Unit and the means of access to each Unit along with **Exhibit D**, the Architect's Certificate certifying the vertical limits and boundaries each Building, and the general floor plans and boundaries of each Unit. **Exhibit E** is the Schedule of Values for the respective Units (the "Values"). Attached hereto as **Exhibit F** are the Bylaws of the Association (the "Bylaws").

**Section 3. Additional Plats and Plans.** The Grantor shall have the right to file additional plats and plans from time to time as necessary or appropriate to further describe the Regime, General Common Areas, Limited Common Area, Units, or to comply with the Act. Further, Grantor shall have the right to file additional plats and plans to amend this Amended and Restated Master Deed pursuant to the provisions herein.

**Section 4. Unit Ownership.** Ownership of a Unit includes title to the Unit and an undivided interest in the General Common Areas. Unit ownership cannot be severed from the Regime.

**Section 5. The General Common Areas.** Neither the Co-Owners, the Grantor, nor any successors in interest have any right to partition the General or Limited Common Areas.

#### **Article IV** **Description of Condominium Unit**

A general description of the Units which are to be sold in fee simple and the designation of said Units by numbers, together with an expression of their location, area, and other data necessary for their identification is set forth on **Exhibit C** attached hereto and incorporated herein by reference. The Units are more particularly described and designated on the set of Floor Plans attached hereto incorporated herein by reference, and include the foundation, main walls, roof, all exterior finishes and interior as hereinafter described.

The interior of each Unit is described as being bound by the unfinished surface of its lower most floor, upper most ceiling, exterior and common walls. Each Unit includes, and each Unit Owner shall be responsible for all finished surfaces of the Unit, paint, plaster, wallpaper (if any), tiles, paneling (if any), sheetrock or other drywall material, acoustic or ceiling tile, carpeting, and interior non-load-bearing walls contained within the boundaries of each Unit as shown on the Floor Plans attached hereto, together with all interior doors, the main entrance door and frame, porch screens, windowpanes, window frames, sliding glass doorframes, sliding glass panels, window screens, light fixtures, installed bathroom and kitchen appliances, all plumbing gas and heating fixtures, and equipment, perimeter heating, ventilating and air conditioning ("HVAC") units (including the fans inside the units), heating equipment. Plumbing gas and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes attached to fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which a Unit Owner may install within a wall or ceiling, or under the floor, but, shall not include gas, water or other pipes, conduits, wiring or ductwork within the walls, ceiling or floors of the Building. Each Unit also includes any special equipment, fixtures or facilities affixed, attached or appurtenant to the Unit to the extent located within a Unit and serving or benefiting only the Unit.

Each Unit Owner shall be responsible for the maintenance, repair, and upkeep of their Unit subject to the rules, regulations, covenants, and conditions set forth below, unless otherwise provided by the Board of Directors and/or Association.

Notwithstanding the above, nothing stated herein in this Article IV shall be construed as limiting, abrogating, or diminishing the insurance requirements as set forth in Article XVII Insurance which the Association is required to obtain and maintain on behalf of the Regime or that each Unit Owner is required to obtain and maintain for their Unit.

#### **ARTICLE V** **DESCRIPTION OF COMMON AREAS**

The Association shall govern the General Common Areas and Limited Common Areas, whether real or personal in nature, and such General Common Areas and Limited Common areas shall be defined herein and in the Act as detailed above and as follows:

**Section 1. General Common Area.** The General Common Areas shall include all of the Property which is not a Unit or designated as a Limited Common Area in this Master Deed or on



the Exhibits attached hereto. The General Common Areas include all of those portions of the Buildings which are not defined as a Condominium Unit and are for the common use of the Units or are necessary for the servicing or operation of the Units, including, but not limited to, the roof, foundation, conduits, passageways, bearing walls, exterior walls and finishes, and any other portions of the Buildings not otherwise included in a Condominium Unit along with a general replacement of any General Common Area or the service or replacement thereto. The General Common Areas also include the parcel of land described in Exhibit B and all improvements to the land not considered part of any Unit, including, but not limited to, roads, accesses ways, parking; sidewalks, lawns and landscaped areas, drainage, utilities and any other improvements to the parcel of land not considered part of any Unit as shown on Exhibit B attached hereto.

**Section 2. Limited Common Area.** The Limited Common Areas are designated on Exhibit B and/or described in Exhibit C, or shall be otherwise designated by the Co-Owners of the Association.

## **ARTICLE VI**

### **UNDIVIDED SHARES OF GENERAL COMMON AREAS**

The Condominium Ownership of each Unit shall include an undivided share in and to the General Common Areas as defined herein and as set forth in Exhibit E attached hereto and incorporated by reference. The Co-Owners shall own the General Common Areas of the Condominium in an undivided interest as tenants in common and such undivided interest shall not be severable from the Condominium. The Association shall have the power to determine the uses to be made of General Common Areas from time to time provided that such use shall not discriminate against any Co-Owner. The Association, through its Board of Directors, may establish reasonable charges to be paid to the Association for the use of General Common Areas not otherwise inconsistent with the Act or other provisions of this Master Deed or any Exhibits hereto.

## **ARTICLE VII**

### **PARKING SPACES**

Except for those spaces designated, as Limited Common Areas by the Association as authorized by Article XVI, Section 20, the parking spaces shall be on a first come basis for the general use of the Co-Owners. HOWEVER, THE ASSOCIATION, BY AND THROUGH ITS BOARD OF DIRECTORS, SHALL HAVE THE RIGHT TO DESIGNATE PARKING SPACES OR RESERVE OR NUMBER THE PARKING SPACES IN THE EVENT IT DEEMS IT IS NECESSARY OR DESIRABLE. THE DESIGNATION, RESERVATION OR NUMBERING OF PARKING SPACES SHALL BE AT THE SOLE AND ABSOLUTE DISCRETION OF THE BOARD OF DIRECTORS.

## **ARTICLE VIII**

### **ADMINISTRATION OF THE REGIME**

The Regime shall be administered by the Association's Board of Directors, which shall act by and on behalf of the Co-Owners of the Condominium Units in the Regime in accordance with this instrument and the Bylaws of the Association attached hereto as Exhibit F.

The Association is hereby designated as the form of administration of the Regime in accordance with the Act. The Association is hereby vested with the rights, and duties necessary or incidental to the proper administration of the Regime, more particularly set forth in the Bylaws. A



Unit Owner shall automatically become a member of the Association and such membership will continue until the ownership is relinquished. Reasonable rules and regulations concerning the use of the Property may be made and amended from time to time by the Association in the manner provided in its By-Laws. The Association shall furnish copies of the rules and regulations and amendments thereto to all Co-Owners, residents and tenants of the Regime upon request.

The Association shall be responsible for the maintenance and repair of the General Common Areas and Limited Common Areas excluding the Limited Common Areas within the fenced in back yards as shown on Exhibit B. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium, the Association shall not be liable to Co-Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Property to be maintained and repaired by the Association, the elements or other Co-Owners or persons.

## **ARTICLE IX**

### **AMENDMENT OF MASTER DEED**

**This Master Deed may be amended by the Grantor at any time so long as the Grantor has not transferred control of the Association as provided in Article XXIV. For so long as Grantor retains control of the Association, it shall have the absolute right to make every decision concerning changes to this Master Deed. At any time, the Grantor may assign these rights to the Association and be relieved from any responsibility therefor.**

**Notwithstanding the foregoing, Grantor, its successors and assigns shall not change the values or modify the General Common Areas or Limited Common Areas without the unanimous consent of all the of the Co-Owners that would be affected by such change.**

Once Grantor has transferred control of the Association pursuant to Article XXIV, this Master Deed may be amended by a Co-Owner as provided in Article X or by the Co-Owners at a regular or any special meeting of the Co-Owners, called and convened in accordance with the By-Laws, upon the affirmative vote of 67% of the Co-Owners. Notwithstanding the foregoing, this Master Deed may not be cancelled, nor any amendment be made hereto, having as its effect a termination of the Condominium without written agreement of all of the Co-Owners in the Condominium and all Mortgagees holding mortgages of record upon the Condominium or any portion thereof as provided in the Act.

No amendments to the Master Deed or Exhibits shall diminish, impair or prejudice the rights and/or priorities of mortgagees or change the provisions of any mortgage or change the provisions of this Master Deed with respect to mortgages under the Master Deed without the prior written consent of all mortgagees of record, nor diminish or impair the rights of the Grantor under this Master Deed without the prior written consent of the Grantor. Except as specifically provided in the Master Deed, no provision of the Master Deed shall be construed to grant to any Co-Owner, or to any other person, any priority over any rights of mortgagees.

Except as provided for herein, all amendments hereto shall be recorded and certified as required by the Act. No amendment(s) shall change any Unit or the proportionate share of the common expenses or common surplus attributable to each Unit, nor the voting rights of any Unit.

**ARTICLE X**  
**SUBDIVISION OF UNITS AND RECONSTITUTE UNITS**

**Section 1. Subdivided Unit.** The Grantor or a Unit Owner, without the consent of the other Co-Owners, may subdivide its Unit ("Subdivided Unit") into two (2) freehold estates: a Commercial Condominium Unit ("CC") and a Residential Condominium Unit ("RC").

- a. Commercial Condominium Unit. The location and boundaries of a CC shall be limited to the first floor of each Condominium Unit as described and depicted in Exhibit C. The entrance to a CC shall be through the front and rear doors which open directly into the area shown as office/retail on Exhibit C. The door between the vestibule and the first floor office/retail as shown on Exhibit C shall be the Limited Common Area of CC and RC.
- b. Residential Condominium Unit. The location and boundaries of a RC shall be limited to the vestibule on the first floor and the second and third floor of each Unit as described and depicted in Exhibit C. The entrance to an RC shall be through the vestibule door which opens directly to the General Common Area, as shown on Exhibit C.
- c. Limited Common Areas. The Limited Common Area as depicted on Exhibit B, the Plot Plan shall either be the Limited Common Area of the RC and/or the CC if entrance to the CC or the RC is directly accessed from the Limited Common Area.
- d. Values of RC and CC. Accordingly, the Value of the Unit as set forth in Exhibit C, shall be divided equally, with 1.2915% attributed to the RC and CC.

**Section 2. Electrical System for Subdivided Unit.** Pursuant to applicable building codes and zoning ordinances of the Town of Mt. Pleasant, the Unit Owner shall install for the benefit of the RC Unit a separate electrical panel system in the RC Unit and an additional electrical meter on the exterior of the Building.

**Section 3. Access Easement the Commercial Condominium Unit.** If the electrical panels or conduits for an RC are located in a CC or the Limited Common Area of a CC, the RC Unit Owner together with the Association shall have an easement to access the CC for the limited purpose of maintenance and repair of utilities. The RC Unit Owner and/or the Association shall give 24 hours notice to the CC Unit Owner of its intent to access the CC. Notwithstanding the above, in the event of an emergency, the Association or an agent of the Association may enter the CC to service the utilities.

**Section 4. Submeter Utilities.** A Subdivided Unit shall have a submeter for water. The Association shall manage the utilities, including, payment, and shall also determine the RC Unit Owner's and the CC Unit Owner's pro-rata share of the cost for the utilities. Further, the Association shall bill monthly the RC Unit Owner and the CC Unit Owner their pro rata share of the utilities as a Special Assessment. To further administer and determine the appropriate apportionment of the utilities, the Association on a semi-annual basis shall have the submeter of the Subdivided Unit read and make any adjustment between the Unit Owners of the Subdivided Unit and collect on behalf of the Unit Owner to whom the adjustment is due. If a Unit Owner fails to pay the Special Assessment, the Association may exercise all of the rights provided herein to collect and recover all sums due, including attorneys fees and costs.

**Section 5. Amendment to Master Deed.** The Unit Owner (whether the Grantor or a Co-Owner) that has decided to subdivide a Unit shall amend the Master Deed as provided in the form

entitled "Amendment to Master Deed to Subdivide Unit \_" attached hereto as **Exhibit I**, and such amendment shall be recorded and certified as provided in the Act. Notwithstanding the above, a Unit Owner is expressly prohibited from recording **Exhibit I** before the required electrical panel, electrical meter and submeter for water has been installed for the Subdivided Unit

**Section 6. Reconstitute Subdivided Unit.** Any Subdivided Unit may be recombined and constituted into a single Unit by the RC Unit Owner and CC Unit Owner (or the Grantor if an owner of the a Subdivided Unit) without the consent of the Co-Owners. Reconstituting a Subdivided Unit shall be done by amendment to the Master Deed, as provided in the form Amendment to Master Deed to Reconstitute Unit \_", attached hereto as **Exhibit J**, and such amendment shall be recorded and certified as a provided in the Act.

## **ARTICLE XI**

### **EASEMENTS**

In addition to any easements created by statute, all Units shall be subject to the following easements in favor of the Declarant, the Association and/or any other person authorized by the Association:

**Section 1. Utilities.** Easements throughout the General and Limited Common Areas, and the Units for existing ducts, plumbing, and for the purposes of maintenance, repair, and replacement of any heating or air conditioning systems, cable or other television systems, sewer, water, gas, electricity, power and telephone pipes, lines, mains, conduits, wires, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system or the furnishing of such services to the Units and the General Common Areas. This is also an easement for existing water meters, HVAC Units, mailboxes, and electrical meters.

**Section 2. Support and Quiet Enjoyment.** An easement for lateral and subjacent support from every portion of a Unit which contributes to the support of the Building and every other Unit and Common Area and as such may be necessary for the quiet enjoyment of a Unit.

**Section 3. General Repairs.** Easements through the Units and Common Areas for maintenance, repair and replacement of the Condominium and any property which is the responsibility of the Association or Co-Owner to maintain or repair (if any). In case of emergency, such entry shall be immediate whether or not the Co-Owner is present at the time.

**Section 4. Encroachment.** Each person who acquires an interest in a Unit shall be deemed, hereby, to agree that (i) if any portion of a Unit shall encroach upon any portion of the General Common Areas or another Unit, or any portion of the General Common Areas shall encroach upon any Unit a valid easement for such encroachment and for the maintenance and repair of the same so long as it stands; and (ii) in the event a Building or other improvement or a Condominium Unit is partially or totally destroyed and the reconstruction thereof shall create an encroachment on portions of the General Common Areas or on any Unit, there shall exist a valid easement for such encroachment and the maintenance thereof.

**Section 5. Actual Location Controls.** In interpreting any and all provisions of this Master Deed, and subsequent deeds and mortgages to individual Units the actual location of the Unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered notwithstanding any minor deviations, either horizontally or vertically, from the proposed locations as indicated in the Exhibits attached hereto. To the extent that such minor variations in location do or shall exist, a valid easement thereof, and for the maintenance thereof, does and shall exist.

**Section 6. Additional Easements.** The Grantor, in its sole discretion, shall have the right to grant easements and designate the beneficiaries thereof until such time it transfers control of the Association pursuant to Article XXIV. When the Grantor relinquishes such right, the Board of Directors shall be empowered to grant such easements. While the Grantor has the right to grant easements, the consent and approval of the Board of Directors to the granting thereof shall not be required. The Grantor (or the Board of Directors as the case may be) shall have the right (and, to the extent reasonably necessary, for the full use and enjoyment of the Units by the respective Co-Owners, the duty upon the request of one or more Co-Owners) to grant and reserve easements and rights-of-way through, under, over and across the Common Elements for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities; provided, however, no such easement shall deprive a Co-Owner of the quiet enjoyment of its Unit and use of its appurtenant Common Elements. However, no easement shall be granted by the Association if, as a result thereof, a Building, a Unit, or other improvement in the Condominium would be structurally weakened or the security of any mortgagee of record would be adversely affected.

The Property submitted to a Condominium hereby is subject to all conditions, limitations, restrictions, reservations and all other matters of record, the rights of the United States of America, the State of South Carolina and any governmental authority or agency including any taxes, applicable zoning ordinances which now exist or are hereafter adopted and easements for ingress and egress, for pedestrian and vehicular purposes and for utility services and drains which now exist.

The Association, all present and future Co-Owners and Occupants, the Grantor and their respective successors, assigns, designees, invitees, licensees and guests are hereby granted a perpetual easement over, through and across and a license to use the areas of the Common Elements in a manner for which such is ordinarily intended and are further granted a pedestrian easement over, through and across the Common Elements upon such paths and ways as are suitable for pedestrian traffic and a license to use the same, subject however to the terms of this Master Deed and the Exhibits thereto.

## **ARTICLE XII**

### **RIGHTS OF GRANTOR**

Notwithstanding any other provisions herein, so long as the Grantor continues to own any of the Units, the following provisions shall be deemed to be in full force and effect,

- (a) The Grantor shall have the right at anytime to sell, transfer, lease or re-let any Condominium Unit which the Grantor continues to own after this Master Deed has been recorded, without regard to any restrictions, if any, relating to the sale, transfer, lease or form of lease of Units contained herein and without the consent or approval of the Board of Directors or any other Co-Owner being required.
- (b) During the period of time in which Units within the Regime are owned by the Grantor the Grantor may, but is not obligated, to pay an assessment for the Units.
- (c) The Grantor shall have the rights (i) to use or grant the use of a portion of the General Common Areas for the purpose of aiding in the sale or rental of Units; (ii) to use portions of the Property for parking for its employees or agents and any prospective owners; (iii) to erect and display signs, billboards and placards and store and keep the same on the Property; (iv) to distribute audio and visual promotional material upon the General Common Areas; and (v) to use any Unit which it owns as a sales and/or rental office, construction office, management office or laundry and maintenance facility; and



- (vi) to use the General Common Areas for "lay down" as staging areas for storage of site building materials.
- (d) A portion of the General Common Areas marked on the Exhibit B as General Common Areas or Exhibit C Floor Plans, or described herein in this Master Deed, may be assigned as a Limited Common Area by amending this Master Deed, and Exhibits B and Exhibit C and recorded the same in the RMC Office.
- (e) In order to provide the Condominium with, among other things, adequate and uniform water service, sewage disposal service and utility services, the Grantor reserves the exclusive right to contract for the provision of such services. The Grantor, as agent for the Board of Directors and the Co-Owners, has entered into or may enter into arrangements, binding upon the Board of Directors and the Co-Owners, with governmental authorities or private entities for furnishing such services. The charges for these utilities therefore may be Common Expenses.
- (f) Subject to the approval of the Board of Directors, the Grantor reserves the right to enter into, on behalf of and as agent for the Board of Directors and the Co-Owners, agreements with other persons for the benefit of the Condominium, the Board of Directors and the Co-Owners. The provisions of any such Agreement shall bind the Board of Directors and the Co-Owners, prospective purchasers or lessees of Condominiums, and such other parties as the Grantor determines.

### ARTICLE XIII

#### REQUIRED NOTICES AND RIGHTS OF MORTGAGEE

**Section 1. Notice To Mortgagee of Amendments to Master Deed.** Notwithstanding anything to the contrary in the Master Deed, all Mortgagees and/or guarantors of any mortgage of record on file with the Association ("Guarantors") shall be provided at least 60 days prior written notice via either registered or certified mail (with a return receipt requested)(the "Notice"): (i) any proposed amendment that is materially adverse to the Mortgagees; or (ii) any action that terminates the legal status of the Condominium after substantial destruction or condemnation or for other reasons. After the Association has provided the Notice, if the Mortgagee fails to submit a written response to the proposed amendment or action within 60 days after delivery of the Notice, the Mortgagee shall be deemed to have approved the proposed amendment or action.

**Section 2. Rights Of Condominium Mortgagees and Guarantors.** Notwithstanding anything to the contrary in the Master Deed, the Mortgagees and the Guarantors shall be given timely written notice by the Association and/or the Co-Owner, as applicable, of the following: (a) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing a Mortgagee's mortgage, which notice shall be given within 30 days of the casualty loss or receipt of notice of a condemnation, as applicable; and (b) Except to the extent a longer period is otherwise specified in the Master Deed, the Association shall provide at least 30 days written notice to the Mortgagees and Guarantors of any proposed action requiring the consent of Mortgagees.

**Section 3. Unpaid Dues.** Any first Mortgagee who obtains title to a Unit pursuant to the remedies provided in its mortgage or through foreclosure will not be liable for more than 6 months of the Unit's unpaid regularly budgeted dues, assessments or charges accrued before acquisition of the title to the Unit by the Mortgagee. If the Association's lien priority includes costs of collecting unpaid dues, assessments or other charges the Mortgagee will be liable for any fees or costs related to the collection of the unpaid dues.



**ARTICLE XIV**  
**COMMON EXPENSES AND COMMON SURPLUS**

**Section 1. Common Expenses.** The common expenses ("Common Expenses") of the Regime and the monetary obligations of the Co-Owners under any agreements entered into by the Board of Directors shall be shared by the Co-Owners in the percentages set forth in **Exhibit E**. Such percentages shall not be altered because of any increase or decrease in the purchase price or square footage of a Unit or because of its location.

**Section 2. Common Surplus.** The excess of all funds ("Common Surplus") collected by the Association over and above the amount of Common Expenses and not otherwise reserved or designated for a specific use shall be deposited in the general fund for the benefit of the Association.

**ARTICLE XV**  
**ASSESSMENTS**

**Section 1. Responsibility for Assessments.** Each Unit Owner(s) is bound to contribute to the Association and shall be assessed by the Association. The assessments whether a regular or special hereby constitutes a lien in favor of the Association against each Condominium Unit. Any assessment, together with any interest or collection charges, shall continue to be a lien against the Unit in favor of the Association and shall be a joint and several personal obligation of each Co-Owner. Any successor in title shall be responsible for any unpaid assessments upon the Unit. Each Co-Owner agrees and covenants to pay any assessments when they become due.

**Section 2. Annual Budget and Annual Assessment.** The Board of Directors shall, prior to the annual Association meeting, adopt the annual budget and the amount of the annual assessments for the coming year, which shall be presented to the Co-Owners at the annual meeting. The budget shall be based on a calendar year, that is, January 1<sup>st</sup> through December 31<sup>st</sup>. The assessment shall be based on the annual budget adopted by the Board of Directors. The annual budget shall be set by estimating the amount necessary to pay for Common Expenses including, but not limited to, a reasonable allowance for contingencies, operating expenses, and reserves for replacement. The Board of Directors shall notify each Co-Owner of the annual assessment and deliver a copy of the adopted budget. Such delivery of the annual budget and notice of the annual assessment shall not be a condition precedent to a Unit Owner's covenant to pay the assessment. Such assessments shall be paid in monthly installments on the first day of each month.

For any Unit that is subdivided, as provided in Article X, during the year, the monthly installment for the annual assessment shall be divided in ½ and the RC Unit and CC Unit Owners shall be obligated to pay their pro-rata portion. Thereafter, the RC Unit and CC Unit Owners shall pay the annual assessment for their respective Units as determined by the Board of Directors. For any Unit reconstituted, during the year, the Unit owner shall pay the total amount of the monthly installment for both the RC Unit and CC Unit for the remainder of the year. Thereafter, the Owner of a Reconstituted Unit annual assessment shall be equal to the annual assessment of Units that are not subdivided.

**Section 3. Special Assessment.** The Board of Directors may also designate a special assessment for the purpose of supplementing the funds necessary to meet the operating budget and to make or complete improvements or repairs to the General Common Areas or Limited Common

Areas. Any special assessments may be in the form of a single payment or a series of payments in the sole discretion of the Board of Directors.

**Section 4. Transfer Fee.** The Board of Directors may also designate a transfer fee to be paid by buyers of Units, which may be used to offset repairs or replacements to the General Common Areas. Such assessments shall be due and payable at a transfer of any Condominium. In no event shall the Grantor be required to pay any transfer fee on the sale of any Units.

**Section 5. Subdivided Unit or Reconstitute Unit Fee.** The Board of Directors may also designate a fee for the subdivision of a Unit or Reconstituting a Unit pursuant to Article X of this Master Deed. Such assessment shall be due and payable before the recording the appropriate amendment to the Master Deed. The fee for reconstituting a Unit shall be shared equally by the Co-Owner of the RC Unit and CC Unit, if the RC and CC Units are owned by different Co-owners. In no event shall the Grantor be required to pay a fee for the subdivision of a Unit or reconstituting a Unit if the Grantor is the owner of the Unit, the RC Unit or the CC Unit, subject to this fee.

**Section 6. Collection and Enforcement of Assessments.** In the event an assessment is not paid when due, the assessment plus any late fees or costs of collection will continue the obligation of the Co-Owner and any successors in title to the Unit and, therefore, the liability for the assessment shall be a joint and several liability of the Co-Owner and its successors and/or assigns. Any assessment which is received more than 10 (ten) days after its due date shall incur a late charge of five (5%) of the assessment amount or such other amount which is set by the Board of Directors. In addition, the Board of Directors may charge interest on the outstanding balance of the assessment due. The Board of Directors may also bring any action at law required to perfect the lien, collect the assessment, or foreclose the lien in order to obtain the funds.

**Section 7. Assessments.** The Board of Directors shall set the annual assessment. Such annual assessments may be subject to increase based on increases in Common Expenses, increases for repairs, deferred maintenance, utility cost, and other costs associated with the Administration of the Regime, the increase shall occur without the consent of the Co-Owners.

**Section 8. Budget Deficits During Grantor Control.** For so long as Grantor owns two (2) or more Units or has the authority to appoint the directors and officers of the Association, Grantor may advance funds to the Association to satisfy any expense deficit between actual operating expenses of the Association (but specifically not including any allocation for capital reserves) and the sum of the annual, special and/or specific assessments collected by the Association in any fiscal year. Any such advances shall be evidenced by a Promissory Note from the Association to Grantor, which Note shall bear interest from the date thereof until paid in full at the annual rate of eight percent (8.0%) and shall be due and payable in one (1) year. Further, Grantor may cause the Association to borrow such amounts from any licensed lending source at prevailing rates and Grantor, in its sole discretion, may guarantee repayment of such loan if required by said lender, which guarantee shall be evidenced by a Promissory Note from the Association to Grantor, which Note shall be due and payable only in the event Grantor is called upon to make payment to any lender of the Association as a result of Grantor's guarantee, and which Note shall bear interest only from the date of any payment by Grantor pursuant to said loan guarantee until paid in full by the Association.

Grantor shall have no obligation to make payments to or on behalf of the Association at any time for any purpose.



## **ARTICLE XVI**

### **USE RESTRICTIONS**

**Section 1. Additional Rules and Regulations.** The Board of Directors may from time to time adopt rules and regulations regarding the use of the Condominium and General and Limited Common Areas. These rules shall be distributed to the Co-Owners and the same shall be enforceable and binding upon any Co-Owners. A Co-Owner's tenants or guests shall also follow the rules promulgated by the Board of Directors. Said rules and regulations shall not conflict with nor be less restrictive than these herein.

**Section 2. Mixed Use; "Live/Work".** Except as may be otherwise expressly provided in this Master Deed, each Unit shall be used for a combination of commercial and residential uses, subject to Federal, State and local laws, rules and regulations pertaining to such uses and as may be permitted from time to time by the Board of Directors. Commercial uses shall be limited, however, to the ground floors of all Units without exception. Residential uses shall be limited to all other floors of the Units. No improper, offensive or unlawful use shall be made of the Property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. No Unit may be used for any business that offers entertainment or services which include nude or partially-dressed people, adult entertainment (which includes any business that generates, shows, previews, allows, displays, advertises, promotes for sale or rents movies, magazines, books, computer sites or any other medium rated "X", "explicit", "pornographic" or "Illicit" by any rating service or organization that rates such mediums, pornographic, obscene and/or sexually-explicit games, toys, devices or similar merchandise), or sells exclusively or predominantly paraphernalia used solely in connection with illicit drugs. Outdoor display of any merchandise whatsoever for sale or rent is prohibited. The responsibility of meeting the requirements of governmental bodies, which require maintenance, modification or repair of such Property, shall be the same as the responsibility for the maintenance and repair of the Property concerned. Lease or rental of a Condominium Unit for residential purposes shall not be considered to be a violation of this Covenant so long as the lease is in compliance with the provisions of this Master Deed, the Bylaws and reasonable rules and regulations adopted by the Board of Directors. It is specifically provided and allowed that Grantor may use any Unit as a sales model and/or construction office.

**Section 3. Prohibition of Renting for Transient or Hotel Purposes.** No Owner shall rent his Unit for transient or hotel purposes which, for the purposes of this Master Deed, shall be defined as either a rental for any period less than six (6) months or any rental if the lessee of the Unit is provided customary hotel services. Each permitted lease shall be in writing and shall be subject to this Master Deed, the Bylaws, and the rules and regulations adopted hereunder and any failure of the lessee to comply with the terms of such documents shall be a default under the lease. Other than the foregoing restrictions, each Owner shall have the full right to lease all or any portion of his or her Unit.

**Section 4. Antennas/Satellite Dishes.** Antennae or Satellite Dishes may only be installed in areas that cannot be seen from the street or from the front of the dwelling, no outside radio or transmission tower or receiving antenna, including a satellite dish antenna, and no outdoor television antenna or satellite dish may be erected or installed by an Owner or permitted by an Owner to remain on his or her Unit without the prior written approval of the Board of Directors or the Architectural Review Board, if any.

**Section 5. Quiet Enjoyment.** No obnoxious or offensive activity shall be carried on upon the Property or any Unit, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood.

**Section 6. Leasing of Condominium.** A Unit may be rented in part or whole, provided the occupancy is not in violation of any applicable governmental regulatory scheme or is not otherwise disallowed by the Association's Board of Directors. A portion or less than all of a Unit may be rented. Leases must not be for less than six (6) months and the Unit Owner must furnish the Board with the name and telephone number of each tenant and provide the current address and telephone number for the Unit Owner leasing the Unit.

**Section 7. Nuisances.** No activity deemed obnoxious or offensive by the Board of Directors or the Association shall be carried on in any Unit or within the Common Areas, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood as determined by the Board or Association. Examples of such offensive activities include, but are not limited to, the origination or emission of any loud or disturbing noise or vibrations; the maintenance of an auto repair site; the maintenance of unsightly outdoor storage of personal property (including toys, motorcycles or other motor vehicles, tricycles, bicycles, boats, wood piles, appliances, interior furniture, or other miscellaneous items) on porches, patios, sidewalks, terraces or yards; and similar unsightly activity (such as use of outdoor clothes drying lines) not in keeping with the aesthetic character and high level of appearance of the community.

No potentially hazardous or toxic materials or substances shall be used or stored in any Unit, other than materials and substances associated with a commercial use or normal household, lawn and garden products, any of which shall be used by a Co-Owner in a manner that will not permit spill or runoff of such material anywhere within the Property. No activity shall be allowed which violates local, state or federal laws or regulations and the Board shall have the right, but not the obligation, to take enforcement action in the event of a violation. BY PURCHASING, LEASING OR OCCUPYING A UNIT, ALL CO-OWNERS, LESSEES, AND SUBLESSEES HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD THE ASSOCIATION, THE BOARD AND ANY CO-OWNER HARMLESS FOR ANY LOSS SUFFERED THAT RESULTS FROM A CO-OWNER WHO EMPLOYS THE USE OF THE AFOREMENTIONED MATERIALS, SUBSTANCES, AND PRODUCTS.

**Section 8. Animals.** No animals, livestock, or poultry of any kind shall be kept or maintained on the property or in any Unit except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of household pets generally considered to be outdoor pets, such as dogs and cats, shall not exceed two (2) in number, except for newborn offspring of such household pets which are under six (6) months in age. Notwithstanding the foregoing, Pit Bulls, Rottweilers and Dobermans are expressly prohibited, and the Association shall have the right, but not the obligation, to prohibit or require the removal of any dog or other animal which the Association, in its sole discretion, deems to be undesirable, a nuisance or a safety hazard after consideration of factors such as size, breed and disposition of the animal, likely interference by the animal with the peaceful enjoyment of the Property by Owners, and the security measures taken by the Owner with respect to such animal. Owners shall be responsible for the removal of animal waste from the Condominium, Property, General Common Areas and Limited Common Areas. Animals shall not be kept unattended and shall not be tied outside a Unit. No kennels, dog runs or animal holding pen of any type shall be allowed on the Property or on the General Common Area and Limited Common Areas.

**Section 9. Street and off street.** No residence or other improvement of a temporary nature shall be erected or allowed to remain on any portion of the Property, and no trailer, basement, shack, tent, garage, bam or any other building of a similar nature shall be used as a residence either temporarily or permanently. No mobile house trailers, on or off wheels, recreational vehicles ("RVs"), motor homes, vehicles or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers", commercial vehicles of any kind, or any kind of boats or boat trailers shall be permitted, parked or stored in the General Common Areas and Limited Common Areas, or within the Property or on sidewalks or in public street right-of-ways anywhere in this development; provided, however, that the temporary parking of commercial vehicles will be permitted for a reasonable period of time, to be determined by the Association in its sole discretion, while the driver thereof is on business delivering goods or services to a customer within the Property.

No vehicle of any type which is abandoned or inoperative shall be stored, parked or kept in the General Common Areas or Limited Common Areas if it can be seen from any other Unit or from any street within the Property, and no automobiles or other mechanical equipment may be dismantled or parts thereof stored anywhere in the Regime. No vehicles of any type shall be parked on the sidewalk or within a street right-of-way, nor shall vehicles of any type be parked or stored on any part of a General Common Area or Limited Common Area not improved for that purpose.

The provisions of this Paragraph 9 shall not preclude the construction, maintenance and use by Grantor of trailers, temporary buildings and other structures while there are sales activities within the Property. Daytime and overnight parking of trucks and other vehicles authorized by Grantor shall also be permitted throughout the Regime during the sales period. The "Sales Period" shall be that period of time until Grantor has sold all of the Units to third parties. The Association may, from time to time, adopt such reasonable parking rules and regulations as it deems appropriate to promote the safe and orderly use of parking areas within the Property. Such signs shall be utilized exclusively for the commercial enterprise operated on the first floor of each Unit.

**Section 10. Signs and Advertisements.** All signage of any nature visible to the public, except as specified in this section, is subject to approval of Board of Directors. Each Unit shall have a choice of one (1) of two (2) sign types: (i) "Hanging Sign" or (ii) an "Awning Sign". "Hanging Signs" may be attached to the front wall of a Unit using prefabricated metal supports and configured substantially as shown in Exhibit G and Exhibit H attached hereto. "Awning Signs" may be placed on the front, vertically hanging portion of the awning (where applicable). The front, vertical portion of the awning will be eighteen (18) inches in height. Block, white letters of thirteen and one-half (13.5) inches may be placed on the front, vertical portion.

**Section 11. Street Lamps.** The street lamps installed in the General Common Areas at or near the roads upon which Unit face shall be maintained, repaired and replaced at the expense of the Association and the Association shall pay the electricity or gas bills. No Co-Owner may or shall disconnect a streetlight or remove any element thereof or in any way damage or deface a streetlight.

**Section 12. Garbage and Refuse Disposal.** No Unit shall be used in whole or in part for storage or rubbish of any character whatsoever and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Unit outside an enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collections by governmental or other similar garbage and trash removal. In addition, all trash, garbage and other waste shall be stored in



sanitary containers in the area designated for such storage in and around a Unit, or in the side-yard a minimum of five (5) feet behind the face of the garage designated for sanitary container storage, and in accordance with the rules and regulations of the Association and any health or public safety authority having jurisdiction over the Property. All service and storage areas shall be enclosed or fenced in such a manner that the materials within shall be screened from view of the naked eye of a person standing at existing grade on General Common Areas, street, easement or buffer area containing pedestrian or bicycle paths. Garbage cans, trash containers, boxes, bags, and other trash or debris shall not be placed on the street until after 7:00 P.M. on the day before the date of pickup and all empty containers shall be removed by 7:00P.M. on the date of pick-up. Other than pick-up day period, no sanitary containers nor any waste shall be visible from the street.

**Section 13. Holiday Decorations.** Decorations for holidays visible from the exterior of a Unit shall not be displayed for more than forty-five (45) days prior to and after any such holiday.

**Section 14. Construction and Sale Period.** Notwithstanding anything contained herein to the contrary, it shall be permissible for Grantor to maintain, during the period of sale of said Units, upon such portion of the Property as the Grantor may deem necessary, such facilities as in the sole option of the Grantor may be reasonably required, convenient or incidental to the construction and sale of said Units, including, but without limitation, a business office, storage area, construction yards, signs, model Units and sales office. Grantor further reserves the right to operate and occupy a sales office and related facilities in certain areas of the General Common Areas and/or Limited Common Areas. Grantor shall occupy such Common Area as it deems necessary and advisable and shall do so without necessity of paying any rents or assessments; provided, however, that Grantor shall pay any and all utility charges and fees that may be incurred in the occupation of such space. Grantor further agrees to vacate any and all such occupied space no later than sixty (60) days after the final closing of the last Unit and to restore said Common Areas to their original condition, excepting normal wear and tear.

**Section 15. Timesharing Not Permitted.** No Unit within the Regime shall be used for or submitted to vacation and/or timesharing plans as defined in Section 27-32-10 *et seq.* of the 1976 Code of Laws of South Carolina (the "Code"), as amended. Furthermore, no Unit shall be used for a "vacation multiple ownership interest" plan pursuant to Section 27-32-250 of the Code.

**Section 16. Ordinances.** In addition to the provisions herein, all development with the Property shall comply with the applicable zoning ordinances for the Town of Mt. Pleasant, as amended from time to time.

**Section 17. Buffers, Lagoons, Drainage Areas, etc.** All buffer areas shown on any recorded plat as part of a General Common Area or Limited Common Area shall be maintained by the Association. No building or structure that is not indicated on the recorded plat shall be constructed in the buffer area and no parking, storage area or other use that is not indicated on the recorded plat may be maintained therein unless approved in writing by the Association. No buffer area maintained by the Association shall be disturbed in any way by a Co-Owner without the express written permission of the Association.

**Section 18. Exterior Maintenance.** The Association shall maintain the exterior of the Units in a neat, orderly, safe and aesthetically attractive condition. The areas to be so maintained include, but are not limited to, paint or stain, roofs, gutters, downspouts, chimneys, vents, fences, walls, shutters, mailboxes, driveways, walks, exterior building surfaces, exterior lighting, lawns, trees and landscaping. The Association shall keep the General Common Areas free of all tall grass and weeds, undergrowth, dangerous or dead trees and tree limbs, trash and rubbish, and stored materials.

**Section 19. Accessory and Temporary Structures.** No accessory building, garage, shed, tenant, or other structure may be erected in a Limited Common Areas, unless approved in writing by the Board of Directors or the Architectural Review Board. Similarly no accessory building, garage, shed, tent or other structure shall be erected or maintained on the General Common Areas, except as may reasonably be required in the opinion of the Board of Directors or the Architectural Review Board for purposes incidental to the construction, maintenance or repair of improvements on the General Common Areas or approved nearby Property, and such structures are promptly removed upon completion of the construction, maintenance or repair. Unless approved in writing by Board of Directors or the Architectural Review Board, no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently. All approved temporary structures shall be neatly maintained during the permitted period of use. Notwithstanding the foregoing, the prohibitions of this Section shall not prohibit the Grantor from utilizing portions of the General Common Areas for sales activities as provided in Section 14 of this Article.

**Section 20. Parking and Driveways.** Each Unit shall be entitled to space for parking at least two (2) vehicles, and the Association shall have the right, but not the obligation, to assign Units with specific parking spaces, which parking spaces may be considered Limited Common Elements. All parking spaces are shown on the Plot Plan, Exhibit B, and shall (i) conform to the Association Board of Directors and (ii) if any changes are proposed, such changes shall be approved in writing by the Board of Directors after a meeting of Co-Owners and a vote regarding the proposed change. If a majority of Co-Owners (51%) vote in favor of the proposed change, such proposed change shall be deemed passed. All parking shall be within areas specifically designed for parking. No unlicensed vehicle, house trailer, mobile home, boat, boat trailer, camper, habitable motor vehicle, bus, truck or commercial vehicle over one (1) ton capacity, vehicle bearing a prominent commercial logo or lettering, or any inoperable vehicle shall be stored or parked overnight on the General Common Areas or Limited Common Areas. In the event that a prohibited vehicle meeting the criteria within this section is present on any of the General Common Areas, then the Association shall have the right to tow said vehicle at owner's expense after providing owner with a one (1) hour oral notice to remove said vehicle.

**Section 21. Delivery Receptacles and Lot Identification.** The Association shall have the right to issue specifications for and/or approve as to location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similar delivered materials, property identification markers and name signs.

**Section 22. Screening and Clotheslines.** Unless otherwise expressly approved in writing by the Board of Directors, trash containers, solar heating panels, heating and air conditioning systems, and similar equipment shall be screened to conceal them from view of the naked eye of a person standing at existing grade on any neighboring Lot, street, easement or buffer area containing pedestrian or bicycle paths. All fuel tanks and utility service lines connected to the Unit or other structures shall be underground. Exterior clotheslines are prohibited.

**Section 23. Model Condominiums.** Grantor shall have the right to construct and maintain model Units on any of the General Common Areas.

## **ARTICLE XVII**

### **INSURANCE**

**Section 1. General Risk Insurance.** The Association shall obtain and maintain an insurance policy sufficient to insure at a minimum, protection against loss or damage by fire normally covered by standard all risk endorsement where such is available. The policy will be in an amount equal to one hundred percent (100%) of the current replacement cost of all of the Units and the General Common Elements, exclusive of land, foundations, excavation, and other items normally excluded from coverage, as determined annually by the Association with the assistance of the insurance company providing coverage. The deductible shall be set by the Board of Directors as it is appropriate for economic savings for the Association. The coverage shall also include loss or damage by fire or other hazards, including extended coverage, vandalism, malicious mischief and such other risks as from time to time be reasonably required by the Association. The Board of Directors shall procure or require each Co-Owner to obtain whenever reasonably available an inflation guard endorsement each year to the master policy and the amount of coverage shall in no event be less than ninety 90% of the agreed value. Any hazard insurance policy should also meet the following the requirement if possible:

- (a) The insured under the Master Policy shall be the Association and the Association shall be deemed to be the insurance trustee for each Co-Owner as a loss payee.
- (b) Each Co-Owner shall be a beneficiary under the Master Policy and any mortgagee of a Co-Owner shall be a beneficiary in a percentage equal to the percentage of ownership attributable to such Co-Owners' Unit.
- (c) All policies will contain a standard mortgagee clause or equivalent endorsement which is normally accepted by institutional mortgage investors in the area in which the property is located and which appropriately names a mortgage or their servicer in such form as requested by the mortgagees or their servicer. The Association shall provide copies of the insurance policy to a Co-Owner or mortgagee if requested.
- (d) Each owner may obtain additional insurance to ensure for those items which are excluded from the Master Policy.
- (e) The Policy shall provide that the insurance shall not be affected or diminished by an acts or omissions of any Co-Owner when such act or omission is not with the control of the Association.
- (f) Each policy shall provide that it may not be canceled or substantially modified or reduced with out at least 30 days' prior notice to all insured named thereon, including all named First Mortgage, and should if practicable require 60 days notice.
- (g) Each policy shall contain a waiver of subrogation by the insurer as to any and all claims against the Unit Owners (and the members of their households), the Association, the Board, the Managing Agent, and their respective agents, and of any defenses based upon coinsurance or invalidity arising from the acts of the insured.
- (h) Each policy should provide, if practicable, that it cannot be canceled, invalidated, or suspended on account of the conduct of any Unit Owner, occupant, or any member of the Board or employee of the Association or the Managing Agent, without a prior demand in writing that the Board or the Managing Agent cure the defect and neither shall have so cured such defect within thirty (30) days after such demand.



- (i) Each policy shall be written with a reputable company or companies which are licensed to do business in the State of South Carolina.
- (j) The Mortgage and Guarantors shall receive ten (10) days notice of any lapse.

**Section 2. Liability Insurance.** The Board of Directors shall also obtain for the Association a liability insurance policy of comprehensive general liability insurance coverage covering the Common Areas. The policy shall be of the general nature of other policies covering condominiums in similar nature in the area; however, the policy shall have a minimum \$1 million bodily injury coverage which shall include, but not be limited to, legal liability, property damage, bodily injury and that of persons in connection with the operation and maintenance and use of the common areas and such legal liability arising out of lawsuits related to the Association.

**Section 3. Board of Directors as Insurance Trustee.** The Board of Directors shall be the exclusive party to negotiate any claims or adjustments with the insurance company for companies, which provide the insurances herein contemplated. Each Co-Owner specifically by virtue of acceptance of a deed to a Unit appoints the Board of Directors its attorney-in-fact for negotiation of any claims under any insurance policies obtained by or for the benefit of the Association. The Board of Directors, as insurance trustee, shall hold any insurance proceeds in trust for Co-Owners and lien holders as their interest may appear. The proceeds shall be disbursed first for the repair and restoration of the damaged Common Areas, and Co-Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Common Areas have been completely repaired or restored or the Condominium is terminated. The remaining proceeds shall be disbursed directly to the Co-Owner of a the Unit, which suffered the damage, and to any bona fide mortgagees holding valid and subsisting security interest encumbering said Unit and the Limited Common Area attributable thereto, as their interest may appear. It is expressly understood that the Co-Owner of a Unit who did not suffer the damage, and his mortgagees, shall not make a claim to the insurance proceeds paid to the Owner of the Unit who suffered the damage and his mortgagees thereunder.

The Board of Directors, as insurance trustee, is hereby irrevocably appointed agent for each Co-Owner to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims.

**Section 4. Flood Insurance.** If the Property is ever required to procure flood insurance, the Association shall be solely responsible for all costs associated with the same.

**Section 5. Other Insurance. Liability.** The Association shall obtain and maintain:

- (a) Bond or other insurance to cover losses associated with the handling of the funds of the Association. In the event a professional management company is used, then that Company shall provide either a bond or other insurance to cover such loss; and
- (b) Directors, if any, and officers liability insurance;

The Association may obtain and maintain such other insurance as the Board of Directors may determine or as may be requested from time to time by a majority of the Members.

**Section 6. Premiums.** Except as set forth herein, premium upon insurance policies purchased by the Association under this Article, shall be paid by the Association as a Common Expense.

**Section 7. Loss Assessment and Contents Coverage.** Each Unit Owner shall be required to maintain valid insurance on its individual property contents in the form of a Condominium HO-6 policy or equivalent. Each Co-Owner shall additionally obtain, at Co-Owner's expense, "Loss

Assessment Coverage” in an amount not less than Five Thousand (\$5,000) Dollars to cover potential assessments for deductibles in the Master Policy. The Association shall, if possible, be a named insured on the Co-Owner’s liability policy and each Co-Owner shall furnish evidence to the Association of their obtaining such a policy in the minimum amount of Five Hundred Thousand (\$500,000) Dollars bodily injury coverage.

**Section 8. Initial Insurance Reimbursement Fee.** In the event that, at the time of the closing on a Unit, the Grantor or the Association has paid for an insurance policy or policies for the benefit of the entire Regime, then the new Owner shall be required, in the discretion of the Grantor or the Association, to reimburse Grantor or the Association, as applicable, for the Owner’s pro-rata share of such insurance. Payment of such insurance reimbursement fee shall not satisfy the Owner’s obligation to pay regular regime fees or Assessments.

**NOTE: ALL PROPERTY OWNERS ARE ENCOURAGED TO OBTAIN A COPY OF THE ASSOCIATION PURCHASED INSURANCE POLICY TO VERIFY THERE ARE NO GAPS IN COVERAGE.**

## **ARTICLE XVIII**

### **ARCHITECTURAL REVIEW**

The Board of Directors shall have absolute control over any changes to the exterior of any Unit. Changes shall include, without limitation, any change in color or additions to the façade, and shall include any changes to Limited Common Areas or General Common Areas, or any changes to the exterior deck, door, surfaces, lighting or fixtures. No Owner shall make any additions to the exterior without prior approval of the Board of Directors. No Owner shall make any changes to the interior of the Unit which is visible from the street, such as window treatments, screens, and blinds which shall be subject to the approval of the Board of Directors. Also, the Board of Directors shall have the right to publish guidelines for the window treatments and blinds, as well as front doors and screens.

The Board of Directors may appoint an Architectural Review Committee of not less than 3 Co-Owners but not more than 5 Co-Owners, to review any changes or modifications to a Unit, Limited Common Area or General Common Area. The Architectural Review Committee shall also review any accessory or temporary structures to be erected in a Limited Common Area or General Common Area, except those accessory or temporary structures erected by the Grantor during the Sales Period.

## **ARTICLE XIX**

### **REPAIR AND RESTORATION**

**Section 1. Reconstruction of General Common Areas** In the event of fire or other disaster or casualty resulting in damage to the General Common Elements of the Condominium which the Association shall determine to be two-thirds or less of the total value of the Property of the Condominium (excluding land), the net proceeds of all insurance collected shall be made available for the purpose of restoration or replacement. When such insurance proceeds are insufficient to cover the cost of such reconstruction or replacement, the balance of such costs may be obtained from the appropriate reserve for replacement funds, if any, and/or shall be deemed a Common Expense and assessed against the Co-Owners.

**Section 2. Damage or Destroyed General Common Areas.** In the event General Common Areas are damaged or destroyed to an extent which is more than two-thirds of the total value of the



Property of the Condominium (excluding land) as determined by the Association, the Members of the Association shall be polled in writing, in person or via United States Mail as to whether the Condominium shall be waived or the damaged property reconstructed and repaired. The Condominium shall be terminated only upon consent of eighty percent (80%) of all the Co-Owners, including the Co-Owners of a Unit in a Building which is not to be rebuilt, vote not to rebuild as well as all of the record owners of such encumbrances, agree in writing. If the decision is to terminate the Condominium and not to reconstruct and replace, all sums recovered from insurance shall be paid over to the Co-Owners in the proportion to the Values of the respective Units as set forth in Exhibit E of the Master Deed., and to their respective mortgagees as their interests may appear.

If the entire Property or a Building is not repaired or replaced, the insurance proceeds: (i) attributable to the damaged General Common Areas must be used to restore the damaged area to a condition compatible with the remainder of the Property; (ii) attributable to Condominiums and Limited Common Areas that are not rebuilt must be distributed to the Co-Owners of those Units and the Co-Owners of those Units to which Limited Common Areas were allocated, or to the lien holders, as their interests may appear; and (iii) remaining must be distributed to all of the Co-Owners or lien holders, as their interests may appear, in proportion to their Percentage Interest. If the Co-Owners, including those Co-Owners of a Unit, which is not to be rebuilt, vote not to rebuild a Building, the remaining Unit Owners Percentage Interest must be reallocated automatically upon the vote and the Council of Co-Owners promptly shall prepare, execute, and record an amendment to this Master Deed reflecting the reallocation of the Percentage Interest

**Section 4. Damage to Individual Unit.** If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the individual Co-Owner, then the Co-Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association; provided, however, if the responsibility of reconstruction and repair after casualty is that of the Association, but the negligence or misuse of a Co-Owner is the cause of such casualty and such casualty falls within insurance coverage obtained by the Association, such Co-Owner shall pay the deductible amount thereunder

**Section 5. Estimates.** Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair so as to place the damaged property in condition as good as that before the casualty.

**Section 6. Repair Specifications.** Any reconstruction or repair must be substantially in accordance with the plans and specifications referenced in the Master Deed and the Exhibits thereto, or if not, then according to such other plans and specifications approved by the Association; provided, however, that such other action may be taken only if approved by a majority of Co-Owners.

**Section 7. Disbursement of Construction Funds.** The funds for payment of costs of reconstruction and repair after casualty, which funds shall consist of proceeds of insurance and/or funds collected by the Association from assessments against Co-Owners, shall be disbursed in payment of such costs in the following manner:

- (a) If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$50,000.00, then the reconstruction fund shall be disbursed in payment of such costs upon the order of the Association.
- (b) If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is more than \$50,000.00, then the reconstruction fund shall be disbursed in payment of such costs in the manner required by the Association and upon approval of an architect qualified to practice in South Carolina and employed by the Association to supervise the work

**Section 8. Removal/Repair of Substantial Damage to Common Elements.** If the Association elects not to repair any substantial damage to the Common Areas, the Association shall remove all remains of the damaged improvements and restore the site thereof to an acceptable condition compatible with the remainder of the Condominium and the balance of any insurance proceeds received on account of such damage shall be distributed among all Unit owners in proportion to their respective Common Element interests. If the Condominium shall be terminated pursuant to the Act, the net assets of the Condominium together with the net proceeds of insurance policies, if any, shall be divided among all Unit owners in proportion to the Values of the respective Units as set forth in Exhibit C of the Master Deed, after first paying out of the share of each Unit owner, to the extent sufficient, the amount of any unpaid liens on the Unit in the order of priority of such liens.

**Section 10. Costs.** Where the insurance indemnity is insufficient to cover the costs of reconstruction, the rebuilding costs shall be paid by the Co-Owners based upon their Percentage Interest. If any one or more of those composing the minority shall refuse to make such payments, the majority may proceed with the reconstruction at the expense of all the Co-Owners benefited thereby, upon proper resolution setting forth the circumstances in the case and the cost of the work. The Provisions of this paragraph may be changed by the unanimous resolution of the parties concerned, adopted subsequent to the date on which the fire or other disaster occurred.

## **Article XX** **Condemnation**

**Section 1. Partial Taking Without Direct Effect on Units.** If part of the Property shall be taken or condemned by any authority having the power of eminent domain, such that no Unit or nor any part thereof is taken, and no part of the Limited Common Elements which a Unit has exclusive use is taken, then all compensation and damages for and on account of the taking of the Common Elements, exclusive of compensation or consequential damages to certain affected Units, shall be payable to the Association as Trustee for all Unit Owners and mortgagees according to the loss or damage to their respective interest in such Common Elements. In the event that the condemnation award does not allocate consequential damages to specific Unit Owners, but by its terms includes an award for the reduction in value of Units without such allocation, the award shall be divided between the affected Unit Owners, subject to the rights of Mortgagees of such Units.

**Section 2. Partial or Total Taking Directly Affecting Units.** If part or all of the Property shall be taken or condemned by an authority having the power of eminent domain, such that any Unit or part thereof (including a Limited Common Elements) is taken the Association shall act on behalf of the Unit Owners with respect to Common Elements as in Section 20.1 above, without limitation on the right any mortgagee of any one or therein. The Unit Owners directly affected by

such taking and their respective mortgagees shall represent and negotiate for themselves with respect to the damages affecting their respective Units (including the taking of the Limited Common Element). The award, with respect to the Common Elements, so made shall, be used and distributed by the Association first to restore Common facilities on the remaining land herein to the extent possible. If not possible, the award shall be distributed to the Unit Owners, subject to the prior rights of mortgagees, pro rata as provided in Exhibit C. If the Building and improvements of the Condominium are taken to the extent that the Unit(s) and/or other improvements affected cannot be reconstructed or restored substantially in accordance with the Building Plans, the Members of the Association shall be polled in writing, in person or via United States Mail as to whether the Condominium shall be waived or the affected property reconstructed or restored. Whether the Condominium shall be terminated, amended, or the affected property constructed or restored, the Condominium may only be terminated in accordance with the provisions of the Act, the Master Deed and its Exhibits.

## **Article XXI**

### **Phases of Development**

**Section 1. Development Period.** Notwithstanding the description of future development below, the Declarant reserves the right to modify the order, scope of the future development and add additional property not described herein. The addition of adjoining, abutting and or appurtenant properties to this Condominium is not subject to the vote or consent of the Co-Owners. Upon such addition, the Grantor shall file an Amendment to this Master Deed amending the Plot Plan, Schedule of Value, and any other Exhibits required by the Act.

**Section 2. Phase 1 of the Development.** Phase 1 of the Development shall include Building 7 and the 5 Units within the Building and Building 9 and the 5 Units within the Building.

**Section 3. Phase 2 of the Development.** Phase 2 of the Development shall include Building 6 and the 3 Units within the Building and Building 8 and the 4 Units within the Building.

**Section 4. Phase 3 of the Development.** Phase 3 of the Development shall include Building 5 and the 8 Units within the Building

**Section 5. Phase 4 of the Development.** Phase 4 of the Development shall include Building 1 and the 2 Units within the Building and Building 2 and the 4 Units within the Building.

**Section 6. Phase 5 of the Development.** Phase 5 of the Development shall include Building 3 and the 6 Units within the Building and Building 4 and the 6 Units within the Building.

## **Article XXII**

### **Re-Designation and Restriction of General Common Areas**

Without limiting the rights of the Grantor as provided in Article IX and XII subsection (c) or until such time the Grantor Transfers Control pursuant to Article XXIV the Board of Directors shall have the power in its discretion to: (i) designated from time to time certain General Common Areas as reserved common areas ("Reserved Common Areas"), which shall mean, Common Areas to which rights are reserved to the Association or to any or less than all of the Co-Owners for the use and maintenance thereof. Such designation by the Board of Directors shall not be construed as a sale or disposition of the General Common Area.



## **Article XXIII**

### **Alternative Dispute Resolution**

**Section 1. Agreement to Avoid Cost of Litigation and to Limit Right to Litigate.** The Grantor, the Association, Unit Owners, and any individuals or entities otherwise subject to the provisions of this Master Deed (hereinafter collectively referred to as the “Bound Parties”) agree to encourage the amicable resolution of disputes between and among themselves involving this Master Deed or the Regime, and to avoid the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that all claims, grievances, and disputes (including those in the nature of counterclaims and/or cross-claims) between Bound Parties involving, in any way, the Master Deed or the Regime, including without limitation, claims, grievances, or disputes arising out of or relating to the interpretation, application, or enforcement thereof (hereinafter collectively referred to as “Claims”), except for “Exempt Claims” defined in Section 23.2 are subject to the procedures set forth in Section 23.3 of this Master Deed.

**Section 2. Exempt Claims.** The following Claims constitute the Exempt Claims and are, therefore, exempt from the provisions of this Article XXIII Section 3:

- (a) Any suit by the Association against any Bound Party to enforce any Assessments or othercharges hereunder;
- (b) Any suit by the Association to obtain a temporary restraining order (or an equivalent form of emergency relief) and other relief the court may deem necessary in order to maintain the status quo and preserve any enforcement power of the Association until the matter may be resolved on the merits pursuant to Section 23.3 below; and
- (c) Any suit involving a matter which is not an Exempt Claim under (A) or (B), above, but as to which matter the Bound Party against whom the Claim is made waives the mandatory provisions of Article XXIII Section 3 below.

Any Bound Party having an Exempt Claim may submit it to the Alternative Dispute Resolution procedures set forth in Article XXIII Section 3, but there is no obligation to do so.

**Section 3. Mandatory Procedures for Non-Exempt Claims.** Any Bound Party having a Claim (hereinafter, a “Claimant”) against a Bound Party involving this Master Deed or the Regime against one or more individuals or entities subject to this Master Deed (hereinafter, a “Respondent”), other than an Exempt Claim under Article XXIII Section 2, may not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of the Claim until it has complied with the following procedures, and then only to enforce the results hereof.

- (a) Notice. Within a reasonable time after the Claim in question has arisen, and in each event prior to the date when institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations, Claimant must notify Respondent in writing of the Claim (hereinafter, the “Notice”), stating plainly and concisely: (i) the nature of the Claim, including the applicable date, time, location, person(s) involved, Respondent’s role in the Claim, and the provisions of the Master Deed or other authority out of which the Claim arises; (ii) what Claimant wants Respondent to do or not to do to resolve the Claim;

and (iii) that Claimant wishes to resolve the Claim by mutual agreement with Respondent and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss, in good faith, ways to resolve the Claim

(b) Negotiation. Each Claimant and Respondent (hereinafter, the “Parties”) will make every reasonable effort to meet in person and confer for the purposes of resolving the Claim by good faith negotiation, but not later than thirty (30) days following the Notice, unless otherwise agreed by the Parties. Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the President of the Association may appoint an attorney licensed to practice law in the State of South Carolina to assist the Parties in resolving the Claim by negotiation, if in its discretion it believes the attorney’s efforts will be beneficial to the Parties. Such an attorney will have been actively engaged in the practice of law for at least fifteen (15) years, specializing in commercial transactions with substantial experience in planned real estate developments and will not have a conflict of interest with any of the Parties.

(c) Final and Binding Arbitration. If the Parties do not resolve the Claim through negotiation within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) (hereinafter, the “Termination of Negotiation”), a Claimant will have thirty (30) days within which to submit the Claim to binding arbitration. Such arbitration shall proceed with a single arbitrator appointed by an agreement between the Parties or, in the alternative, by the Chief Administrative Judge for the Ninth Judicial Circuit of South Carolina. In such an arbitration process, the Parties shall be entitled to utilize Rules 26 – 36 of the South Carolina Rules of Civil Procedure. The arbitration proceedings shall be conducted in Charleston County, South Carolina on an expedited basis before a neutral arbitrator who is a member of the Bar of the State of South Carolina, who has been actively engaged in the practice of law for at least fifteen (15) years, and who specializes in commercial transactions with substantial experience in the subject matter of the subject dispute. Any attorney who serves as an arbitrator shall be compensated at a rate equal to his or her current regular hourly billing rate unless a different agreement is arranged between the Parties and the arbitrator. Upon the request of either Party, the arbitrator’s award shall include findings of fact and conclusions of law, provided that such findings may be in summary form. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Unless otherwise deemed appropriate by the arbitrator(s), the prevailing Party shall be entitled to an award of all reasonable out-of-pocket costs and expenses (including attorneys’ fees and arbitrator’s fees) related to the entire arbitration proceedings (including review, if applicable). If the Claimant does not submit the Claim to binding arbitration within said thirty (30) day period, the Claim will be deemed to have been abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of the Claim; provided, however, that nothing

herein will release or discharge Respondent from any liability to a person not a Party to the foregoing proceedings, or the mandatory requirements set forth in this Article with respect to any subsequently arising new dispute or claim by the Claimant which is identical or similar to the Claim previously deemed abandoned.

**Section 4. Allocation of Costs and Claims.**

(a) Costs of Notice and Negotiation. Each Party will bear all of its own costs incurred prior to and during the proceedings described in Article XXIII Section 3, including the fees of its attorney or other representative. Claimant and Respondent will share equally the costs and expenses of any attorney appointed by the Board pursuant to Article XXIII Section 3, whose compensation will be at a rate equal to his or her then current regular hourly billing rate, unless the Board is able to arrange with the Parties and the arbitrator to agree otherwise, and who will be entitled to receive his or her then customary costs and expenses.

(b) Arbitration Costs. In the event the Claim proceeds to arbitration pursuant to Article XXIII Section 3, the Prevailing Party, as herein defined, will receive from the non-Prevailing Party all of its costs and expenses, including reasonable expert and attorneys' fees, incurred from commencement of selection of the arbitrator under Article XXIII Section 3 to the issuance of the Award. Furthermore, the non-Prevailing Party will pay all costs and expenses of the arbitration, including the costs and expenses of any attorney appointed pursuant to Article XXIII Section 3, whose compensation will be at a rate equal to his or her then current regular hourly billing rate, unless the Parties and the arbitrator to agree otherwise, and who will be entitled to receive his or her then customary costs and expenses. The Prevailing Party will be determined as follows:

i. Not less than five (5) days prior to the first meeting with the arbitrator, a Party or Parties may file and serve on the other Party(ies) an offer of settlement, and within three (3) days thereafter the Party(ies) served may respond by filing and serving such Party(ies) its own offer of settlement. An offer of settlement will state that it is made under this Section and will specify the amount, exclusive of interest and costs, which the Party(ies) serving the settlement offer is/are willing to agree constitutes a settlement of the Claim;

ii. An offer of settlement is considered rejected by the recipient unless an acceptance, in writing, is filed and served on the Party(ies) making the offer twenty-four (24) hours prior to the first meeting with the arbitrator;

iii. If an offer of settlement is rejected, it may not be referred to for any purpose at arbitration, but may be considered solely for the purpose of awarding costs and expenses of arbitration under Article XXIII Section 3;

iv. If Claimant makes no written offer of settlement, the amount of the Claim offered in arbitration is deemed to be Claimants final offer of



settlement under this Section;

v. If Respondent makes no written offer of settlement, Respondents offer of settlement under this Section is deemed to be zero; or

vi. The Party(ies) whose offer, made or deemed made, is closer to the Award granted by the arbitrator is considered the Prevailing Party hereunder. If the difference between Claimants and Respondents offers and the Award is equal, neither Claimant nor Respondent is considered to be the Prevailing Party for purposes of determining the award of costs and expenses of arbitration in which event each party shall be responsible of their attorneys' fees and the parties shall share equally the cost of the arbitrator.

**Section 5. Enforcement of Resolution.** If the Parties agree to resolve any Claim through negotiation in accordance with this Article and any Party thereafter fails to abide by the terms of the agreement reached through negotiation, or if, following arbitration, any Party thereafter fails to comply with the Award, then any other Party may file suit or initiate administrative proceedings to enforce the agreement or Award without the need to again comply with the procedures set forth in Article XXIII Section 3. In such event, the Party taking action to enforce the agreement or Award is entitled to recover from the noncomplying Party (or if more than one noncomplying Party, from all the Parties pro rata) all costs incurred in enforcing the agreement or Award, including, without limitation, reasonable attorneys' fees and court costs.

**Section 6. Litigation.** No judicial or administrative proceeding will be commenced or prosecuted by the Association unless approved after careful consideration by the Board of Directors.

**Section 7. Miscellaneous Alternative Dispute Provisions.**

(a) Conflicting Provisions. In the event of any conflict or discrepancy between the terms and conditions set forth in this Article and any term, condition, or procedure of the American Arbitration Association, or any remedy allowed at law or in equity, the terms, conditions, procedures and remedies set forth in this Article shall control.

(b) TIME IS OF THE ESSENCE. All periods of time set forth herein or calculated pursuant to provisions of this Article will be strictly adhered to, TIME BEING OF THE ESSENCE.

**Article XXIV**

**Transfer of Control**

To further implement this plan of condominium ownership, the Grantor shall transfer control of the Association to the Co Owner(s) no later than the latest of the following: (i) 120 days after the date by which 75 percent of the Condominium Units have been conveyed to Co-Owners; (ii) three years after completion Phase 5 evidenced by the first conveyance of a Unit to a Co-Owner; or (iii) as otherwise required by the Act.

**Article XXV**  
**Miscellaneous**

**Section 1. Invalidity.** The invalidity of any part of the Master Deed or exhibits attached hereto shall not impair or affect the validity or enforceability of the remainder of the Master Deed, and in such event all the other provisions of this Master Deed shall continue in force and effect as if such invalid provision shall have never been included.

**Section 2. Waiver.** No provisions contained in the Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur. Law controlling the Master Deed and By-Laws attached hereto shall be construed under and controlled by the laws of the State of South Carolina.

**Section 3. Severability.** It is the intention of the Grantor that the provisions of this Master Deed and its exhibits are severable so that if any provision, condition, covenant or restriction thereof shall be invalid or void under any applicable federal, state, or local law, the remainder shall be unaffected thereby.

**Section 4. Captions.** Captions in this document are inserted as a matter of convenience and for reference only and in no way define, limit, extend or describe the scope of this document or the intent of any provision hereof.

**Section 5. Assignment of Warranties.** All contractual warranties running in favor of the Grantor in connection with the construction of the Building(s) and the installation of material, equipment and appliances therein shall accrue to the benefit of and are hereby assigned to the respective Co-Owners or the Association as appropriate.

**Section 6. DISCLAIMER.** THE GRANTOR SPECIFICALLY DISCLAIMS ANY INTENTION TO HAVE MADE ANY WARRANTIES OR REPRESENTATIONS IN CONNECTION WITH THE SUBMITTED PROPERTY (INCLUDING ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE) OR THE DOCUMENTS ESTABLISHING OR GOVERNING THE CONDOMINIUM, EXCEPT THOSE WARRANTIES AND REPRESENTATIONS (IF ANY) EXPLICITLY SET FORTH HEREIN NO PERSON SHALL BE ENTITLED TO RELY UPON ANY WARRANTY OR REPRESENTATION NOT EXPLICITLY SET FORTH HEREIN. STATEMENTS (IF ANY) AS TO COMMON EXPENSES, TAXES, ASSESSMENTS OR OTHER CHARGES MADE BY THE GRANTOR OR ANY REPRESENTATIVE THEREOF ARE ESTIMATES ONLY AND NO WARRANTY, GUARANTEE OR REPRESENTATION IS MADE THAT THE ACTUAL AMOUNT OF SUCH COMMON EXPENSES, ASSESSMENTS OR OTHER CHARGES WILL CONFORM WITH SUCH ESTIMATES.

THE BUILDINGS AND THE OTHER IMPROVEMENTS LOCATED IN THE CONDOMINIUM HAVE BEEN OR WILL BE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH THE REPRESENTATIONS MADE IN THE EXHIBITS. SUCH REPRESENTATIONS SPECIFY THE FULL EXTENT OF THE GRANTOR'S LIABILITY AND RESPONSIBILITY FOR THE MATERIALS AND METHODS UTILIZED IN THE CONSTRUCTION OF THE BUILDINGS AND THE OTHER IMPROVEMENTS LOCATED IN THE CONDOMINIUM.

THE GRANTOR SHALL NOT BE RESPONSIBLE FOR ANY CONDITION CAUSED BY CONDENSATION ON OR EXPANSION OR CONTRACTION OF MATERIALS, INCLUDING PAINT (OVER INTERIOR OR EXTERIOR WALLS), FOR LOSS OR INJURY IN ANY WAY DUE TO THE ELEMENTS, THE WATER TIGHTNESS (OR ABSENCE THEREOF) OF WINDOWS AND DOORS, THE COLLECTION OF WATER WITHIN THE BUILDINGS OR ON ANY PORTION OF THE SUBMITTED PROPERTY OR DEFECTS WHICH ARE THE RESULT OF CHARACTERISTICS COMMON TO THE TYPE OF MATERIALS USED, OR FOR DAMAGES DUE TO MOLD OR MILDEW, OR FOR CHANGE DUE TO ORDINARY WEAR AND TEAR OR ABUSIVE USE OR ANY OTHER CAUSE, EXCEPT AS THE GRANTOR AND A CO-OWNER MAY SPECIFICALLY AGREE IN WRITING. THE ENFORCEMENT OF ANY GUARANTY WARRANTY FROM ANY CONTRACTOR, SUB-CONTRACTOR, SUPPLIER OR MANUFACTURER SHALL BE THE OBLIGATION OF THE ASSOCIATION AND THE CO-OWNERS AND NOT THE GRANTOR.

**Section 7. DISCLAIMER FOR CONSTURCTION OR WORK PRIOR TO DECEMBER 28, 2013.** THE GRANTOR DISCLAIMS ANY WARRANTIES AND ALL LIABILITY FOR ANY DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR REPRESENTATIONS, BREACH OF QUALITY OF WORKMANSHIP, OR NEGLIGENCE FOR ANY CONSTRUCTION OR WORK THAT OCCURRED PRIOR TO DECEMBER 28, 2012.

**Section 8. Conflicts.** In the event that any of the provisions of this Master Deed conflict with the provisions of the Act, the Act shall control.

**Section 9. Singular, Plural, Gender.** Whenever the context so permits, the use of the plural shall include the singular, the plural, and the use of any gender shall be deemed to include all genders.

**Section 10. Approval of Master Deed.** Each Co-Owner by virtue of acceptance of a deed of a conveyance of a Condominium Unit and/or any portion of or in the General Common Areas and other parties by virtue of their occupancy of Units or use of Common Areas, hereby approve the foregoing and do agree to be bound by all terms, conditions, duties and obligations contained herein, in the Exhibits hereto and in the Act. Each and every conveyance of a Unit shall utilize a form of indenture deed, whereby the grantee thereof acknowledges being bound by all terms and conditions therein provided and those incorporated by reference including, but not limited to, all terms and conditions contained in this Master Deed and its Exhibits, as amended from time to time. However, failure to use the form of an indenture deed to convey title to a Unit shall not render an Owner's title invalid.

**Section 11. Security.** The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Regime; however, each Owner on behalf of such Owner and the occupants, guests, licensees, and invitees of the Unit acknowledges and agrees that the Grantor and the Association are not providers of security and shall have no duty to provide security in and to the Regime. It shall be the responsibility of each Owner to protect such Owners person and property, and all responsibility to provide security shall lie solely with each of the respective Unit Owners. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of safety measures undertaken. Neither the Association nor the Grantor may be considered an insurer or



guarantor of security within the Regime, nor shall either of them be held liable for any loss or damage by reason of failure or alleged failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any security system or measures cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system or measure was designed or intended. Each Owner acknowledges, understands, and covenants to inform its tenants, if any, and all occupants, guests, or invitees that the Association, the Board of Directors and Grantor are not insurers, and that any individual or entity using the Regime or any portion thereof assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.

## **Section 12. Notices.**

- (a) Notice Procedure. Whenever notice is required or permitted under the terms of this Master Deed, it shall be in writing and: (a) personally delivered; or (b) sent postage or delivery charges prepaid through the following means: (i) by United States mail, certified, return receipt requested, in which case notice shall be deemed to occur on the certified date of delivery or rejection of delivery; (ii) if within the United States, by First Class or Priority United States mail, in which case notice shall be deemed to occur four (4) calendar days after the postmark date; or (iii) by any dependable delivery service that provides evidence of delivery, in which case notice shall be deemed to occur on the certified date of delivery. Notices by other methods, such as facsimile or e-mail transmission, shall be valid if the recipient thereof acknowledges receipt in writing.

(b) Addressees

- i. Notice to Owners. All notices to Owners shall be sent to such address as has been provided, in writing, from time to time, by the Owner to the Association, or if no address has been so provided to the Association or no current address is known, then at the address of the Owner of the Unit on the property tax records of Charleston County, South Carolina, or at any other address that would constitute a valid address for service of process.

- ii. Notice to Grantor. All notices to Grantor shall be sent to:

Ecovest S&S Shelmore Development, LLC

Attn: Jeffrey Roberts

42 Broad St. 2<sup>nd</sup> Floor

Charleston, SC 29401

or to such other address as has been provided, in writing, from time to time, by the Grantor to the Association.

- iii. Notice to Association. All notices to the Association shall be sent to:

Meeting Street at Shelmore Property Owners Association, Inc.

Attn: Jeffrey Roberts

42 Broad St. 2<sup>nd</sup> Floor



Charleston, SC 29401

or to such other address as has been provided, in writing, from time to time, by the Grantor to the Association.

- iv. Notice to Mortgagees. All notices to Mortgagees shall be sent to such address as has been provided, in writing, from time to time, to the Association in accordance with the provisions of this Master Deed, or to any other address and by any procedure that would constitute a valid address for service of process.

IN WITNESS WHEREOF, the Grantor of the Regime have caused these presents to be executed this 22 day of FEBRUARY 2013

WITNESSES

  
\_\_\_\_\_  
  
\_\_\_\_\_

GRANTOR

Ecovest S&S Shelmore Development, LLC  
a South Carolina Limited Liability Company

By:   
Jeffrey Robert, Managing-Member

STATE OF SOUTH CAROLINA     )  
COUNTY OF CHARLESTON     )

ACKNOWLEDGMENT

I, Erika V. Harrison, Notary Public for the State of South Carolina, do hereby certify that Ecovest S&S Shelmore Development, LLC, a South Carolina limited liability company, by Jeffrey Roberts, its Managing -Member, personally appeared before me this 22 day of FEB., 2013 and acknowledged the due execution of the foregoing instrument.



STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACCEPTANCE OF CONDOMINIUM

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, the Shelmore Village Horizontal Property Regime Council of Co-Owners, hereby agrees to and does on behalf of itself and all its present and future Co-Owners of the Shelmore Village Horizontal Property Regime, accept all the benefits and all the duties, responsibilities, obligations and burdens imposed upon it and them by the provisions of this Amended and Restated Master Deed together with all the Exhibits hereto and as set forth in the Act.

IN WITNESS WHEREOF, the named Shelmore Village Horizontal Property Regime Council of Co-Owners has caused these presents to be signed in its name by its duly authorized agent this 22 day of February, 2013

WITNESSES

The Meeting Street at Shelmore Village Property Owners Association, Inc. a South Carolina Non-Profit Corporation

Erika V. Harrison  
[Signature]

By:

[Signature]  
Jeffrey Roberts, President

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

I, Erika V. Harrison, Notary Public for the State of South Carolina, do hereby certify that the **Meeting Street at Shelmore Village Property Owners Association, Inc.** by its President, **Jeffrey Roberts**, personally appeared before me this 22 day of Feb, 2013 and acknowledged the due execution of the foregoing instrument.

Erika V. Harrison  
[Signature]

Notary Public for South Carolina

My commission expires: 8/17/20





**Exhibit A**  
**LAND DESCRIPTION**

All that certain piece, parcel or lot of land, situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina, containing 3.68 acres, being designated as Tract 1, and more specifically described by metes and bounds on that certain survey prepared for ARP Mt. Pleasant LLC by David L. Gray, PLS 12839, GPA Professional Land Surveyors dated April 16, 2003, last revised May 27, 2003, and recorded May 29, 2003, in the RMC Office for Charleston County in Plat Book EG, Page 388, reference to said plat being craved for a more complete description as to distances, courses, metes and bounds. Said tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

Together with an undivided percentage interest in the common elements and facilities of the property described in the said Master Deed attributable to such Units.

This being the property conveyed to Ecovest S&S Shelmore Development, LLC by deed from Redus Coastal SC, LLC dated December 28, 2012 and recorded December 28, 2012 in the RMC Office for Charleston County, South Carolina, in Book 0300 Page 442.



# EXHIBIT B PLOT PLAN



ALL INTERIOR BUILDING LINES AND CURB & GUTTER AND SIDEWALKS SHOWN WERE TAKEN FROM PLANS BY SEAMON, WHITESIDE & ASSOC. AND HAVE NOT BEEN FIELD VERIFIED BY TRICO ENGINEERING.

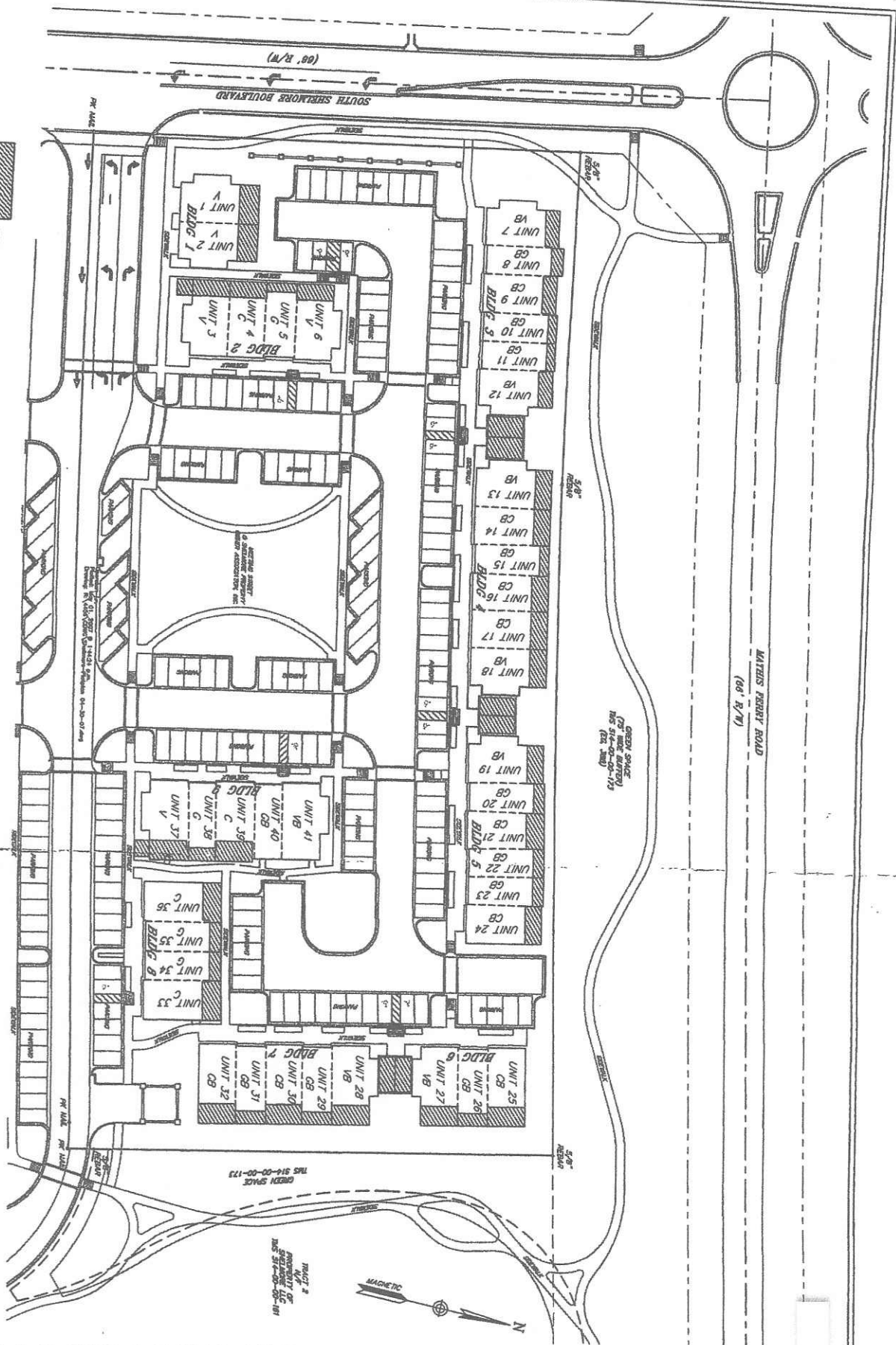
COURTYARDS AND FENCED IN BACKYARDS ARE DESIGNATED AS LIMITED COMMON AREA

## PLOT PLAN - EXHIBIT "B"

TRACT 1, TMS 514-00-00-170, SHELMORE VILLAGE HORIZONTAL PROPERTY REGIME, PROPERTY OF MEETING STREET COMPANIES, LLC, LOCATED IN MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA.

DATE: MARCH 19, 2007

SCALE: 1" = 30'



### REFERENCES:

1. PLAT OF 5 TRACTS SUBDIVIDED OUT OF TMS 514-00-00-161 PREPARED FOR APP M.T. PLEASANT, LLC, DATED APRIL 16, 2003 BY DAVID L. GRAY PLS 12839 AND RECORDED IN PLAT BOOK EG, PAGE 198.
2. PLAT OF UTILITY EASEMENT TMS 514-00-00-161, PREPARED FOR APP M.T. PLEASANT, LLC, CHARLESTON COUNTY, SOUTH CAROLINA, DATED APRIL 16, 2003 BY DAVID L. GRAY PLS 12839 AND RECORDED IN PLAT BOOK EG, PAGE 198.
3. RECORD MAP PREPARED FOR SEAMON WHITESIDE & ASSOCIATES, A PORTION OF TMS 514-00-00-001 OWNED BY APP M.T. PLEASANT LLC AND TMS 514-00-00-161 OWNED BY L.J. INC. ETAL, DATED NOVEMBER 10, 2001 BY DAVID L. GRAY PLS 12839 AND RECORDED IN BOOK EG, PAGE 578.
4. FINAL PLAT OF SOUTH SHELMORE BOULEVARD OWNED BY DAVID N. JORDAN, L-J INC. ETAL, TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA, DATED AUGUST 28, 1998 BY F. ELLIOTT QUINN III, PLS 10292 AND RECORDED IN BOOK EG, PAGE 708.
5. ALTA/ACSM LAND TITLE SURVEY OF TRACT 1, PROPERTY OF DEVICORP II, LLC, TMS 514-00-00-170, LOCATED IN THE TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA, DATED MAY 12, 2005 BY RICHARD A. ALDRIDGE SCPLS NO. 20854.
6. EASEMENT PLAT SHOWING A NEW 20' DRAINAGE EASEMENT AND A PORTION OF EXISTING 50' & 20' DRAINAGE EASEMENTS BEING ABANDONED, TRACT 1, TMS 514-00-00-170, PROPERTY OF MEETING STREET COMPANIES, LLC, DATED FEBRUARY 17, 2006 BY RICHARD A. ALDRIDGE SCPLS 20854 AND RECORDED IN BOOK E4, PAGE 948.

### NOTES:

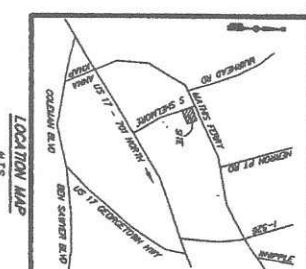
1. BY GRAPHIC PLOTTING ONLY THIS PROPERTY APPEARS TO BE LOCATED IN FLOOD ZONE "X", PER FEMA MAP - COMMUNITY PANEL 45019C 0517.4, MAP REVISED NOVEMBER 17, 2004.
2. AREA DETERMINED BY THE COORDINATE METHOD.
3. FIREWALLS BETWEEN UNITS ARE APPROXIMATE.
4. FENCE LOCATIONS ARE APPROXIMATE.
5. CURB & GUTTER AND SIDEWALKS ARE PER PLAN.

### LEGEND

- PROPERTY LINE WITH PROPERTY CORNER FOUND (AS DESCRIBED)
- RIGHT OF WAY LINE
- CENTER LINE
- ADJACENT PROPERTY LINE



### LOCATION MAP





### **Exhibit C** **FLOOR PLANS**

As more fully shown on the Floor Plans attached hereto as a part of this Exhibit C, all Units can be entered from the front or the rear as shown on Exhibit B that connects to the adjoining sidewalk Common Areas. Please refer to attached Floor Plans for specific layout of the Condominium in the applicable Building.

There are six basic floor plans. THE SQUARE FOOTAGE SET FORTH ON THE FLOOR PLANS IS MEASURED FROM THE CENTER LINE OF PROPERTY WALLS AND EXTERIOR WALLS AND NOT FROM THE UNDECORATED, UNFINISHED SURFACES. NO REPRESENTATION OR WARRANTY IS MADE AS TO THE FINISHED SQUARE FOOTAGE WITHIN A CONDOMINIUM. All Units shall have the same value of \$100 and an equal vote regardless of the actual square footage and without regard to the sales price. The value and vote as provided herein is solely for purposes of the Act. The description of each basic Floor Plan is as follows:

#### Plan V (2368 square feet)

This Unit may be entered either from the front or the rear from the Common Area, which Common Area connects to a public street as more fully described above. This Unit has a total of 2,368 square feet. There are 844 square feet on the first floor, 788 square feet on the second floor and 736 square feet on the third floor. There is an office/retail space, vestibule and bathroom on the first floor; kitchen, dining room, bathroom, and porch on the second floor; and, two bathrooms, a master bedroom, a walk-in closet, two closets and two bedrooms on the third floor.

Plan V shall apply to Units 1, 2, 3, 6, and 37.

#### Plan C (2175 square feet)

This Unit may be entered either from the front or the rear from the Common Area, which Common Area connects to a public street as more fully described above. This Unit has a total of 2,175 square feet. There are 725 square feet on the first floor, 725 square feet on the second floor and 725 square feet on the third floor. There is an office/retail space, vestibule and bathroom on the first floor; kitchen, dining room, bathroom, room on the second floor; and, two bathrooms, a master bedroom, a walk-in closet, two closets and two bedrooms on the third floor.

Plan C shall apply to Units 4, 36, 33, and 39.

#### Plan G (1842 square feet)

This Unit may be entered either from the front or the rear from the Common Area, which Common Area connects to a public street as more fully described above. This Unit has a total of 1,842 square feet. There are 614 square feet on the first floor, 614 square feet on the second floor and 614 square feet on the third floor. There is an office/retail space, vestibule and bathroom on the first floor; kitchen, dining room, 12 bathroom, and living room on the second floor; and, two bathrooms, a master bedroom, walk-in closet, two closets and one bed room on the third floor.

Plan G shall apply to Units 5, 35, 34, and 38.

#### Plan Cb (2175 square feet)

### **EXHIBIT C**

This Unit may be entered either from the front or the rear from the Common Area, which Common Area connects to a public as more fully described above. This Unit has a total of 2,175 square feet. There are 725 square feet on the first floor, 725 square feet on the second floor and 725 square feet on the third floor. There is an office/retail space, vestibule and bathroom on the first floor; kitchen, dining room, 1/2 bathroom, and living room on the second floor; and, two bathrooms, a master bedroom, a walk-in closet, two closets and two bedrooms on the third floor.

Plan Cb shall apply to Units 9, 14, 16, 17, 21, 24, 25, 30 and 32.

Plan Gb (1842 square feet)

This Unit may be entered either from the front or the rear from the Common Area, which Common Area connects to a public street as more fully described above. This Unit has a total of 1,842 square feet. There are 614 square feet on the first floor, 614 square feet on the second floor and 614 square feet on the third floor. There is an office/retail space, vestibule and bathroom on the first floor; kitchen, dining room, 1/2 bathroom, and living room on the second floor and, two bathrooms, a master bedroom, a walk-in closet, one closet and one bedroom on the third floor.

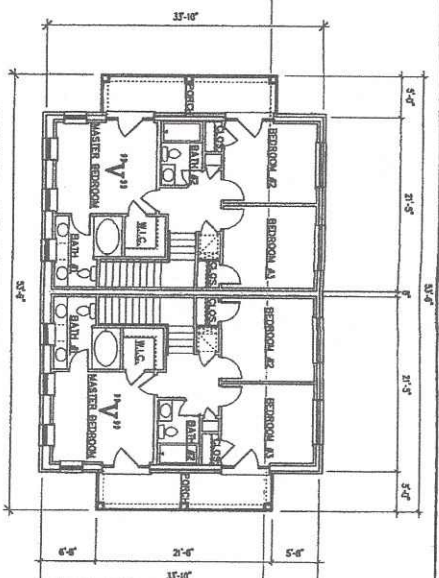
Plan Gb shall apply to Units 8 10, 11, 15, 20, 22, 23, 26, 29, 31, and 40.

Plan Vb (2368 square feet)

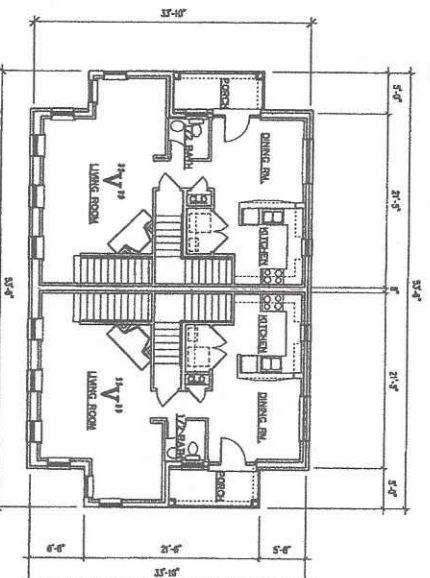
This Unit may be entered either from the front or the rear from the Common Area, which Common Area connects to a public street as more fully described above. This Unit has a total of 2,368 square feet. There are 844 square feet on the first floor, 788 square feet on the second floor and 736 square feet on the third floor. There is an office/retail space, vestibule and bathroom on the first floor kitchen, dining room, 1/2 bathroom, living room and porch on the second floor; and, two bathrooms, a master bedroom, a walk-in closet, two closets and two bedrooms on the third floor.

Plan Vb shall apply to Units 7, 12, 13, 18, 19, 27, 28, and 41.

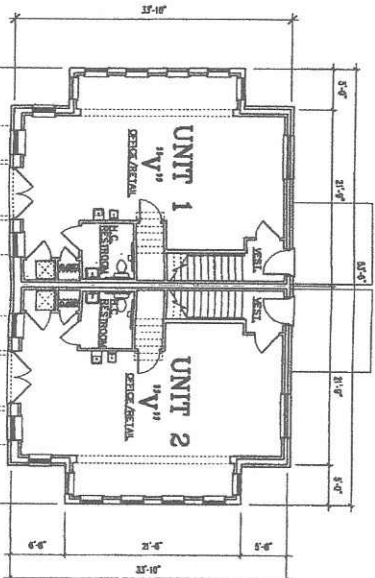
3 THIRD-FLOOR PLAN



2 SECOND-FLOOR PLAN



1 FIRST-FLOOR PLAN



UNIT 1		UNIT 2	
1st. FLOOR AREA	844 S.F.	1st. FLOOR AREA	844 S.F.
2nd. FLOOR AREA	788 S.F.	2nd. FLOOR AREA	788 S.F.
3rd. FLOOR AREA	738 S.F.	3rd. FLOOR AREA	738 S.F.
TOTAL AREA	2388 S.F.	TOTAL AREA	2388 S.F.

Architect's Certificate

THE UNDERSIGNED CERTIFIES THAT THE FLOOR PLANS, WITHIN REASONABLE CONSTRUCTION TOLERANCES, SHOW THE AREA AND LOCATION OF ALL CONDOMINIUMS WITHIN THE SHILOH VILLAGE HORIZONTAL PROPERTY REGIME. THE FLOOR PLANS ARE ATTACHED AS EXHIBIT C TO THE WITHIN MASTER DEED.

WILLIAM NEILL FORTUNE  
CHARLOTTE, N.C.  
REGISTERED ARCHITECT  
#2857

State of North Carolina, County of Mecklenburg

Mecklenburg, I, *Robert P. Higgins*, a Notary Public in and for said county and state do hereby certify that William Neill Fortune personally appeared before me this date and acknowledged the due execution of the foregoing instrument and upon his oath swore to the truth of the statements set forth therein. Witness my hand and Notaral seal this 30th day of June, 2006.

Fortune Architects  
850 McKee Park Drive  
Suite 204  
Charlotte, North Carolina  
704/288-3839  
704/288-4578 FAX

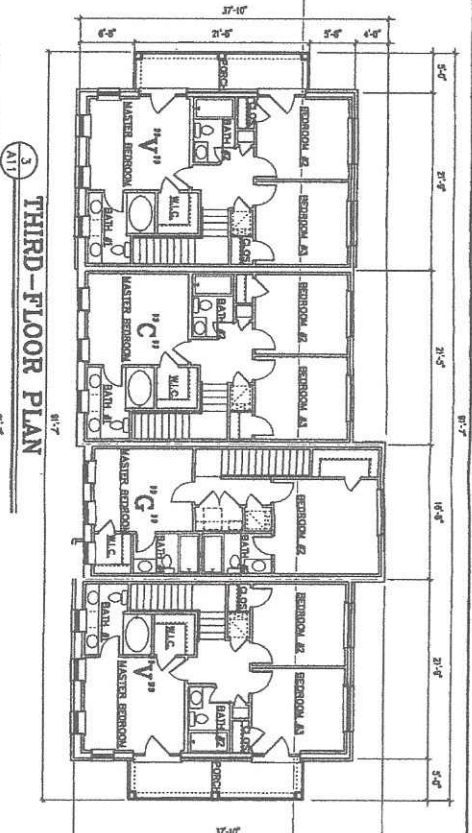
SHILOH VILLAGE  
HORIZONTAL  
PROPERTY  
REGIME  
CHARLSTON, SC  
BY  
MEETING STREET  
HOMES & COMPANIES  
Meeting Street  
Content  
CONSENT  
FLOOR PLANS  
BUILDING 1

Project 2005  
Date 3/6/06  
Revisions

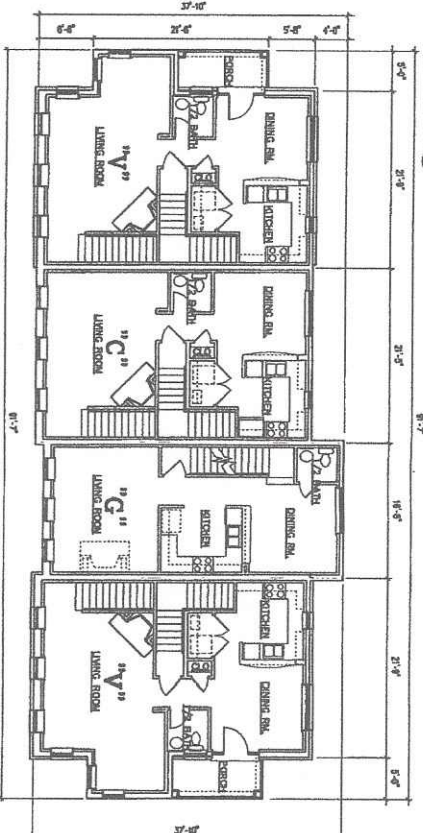
A10



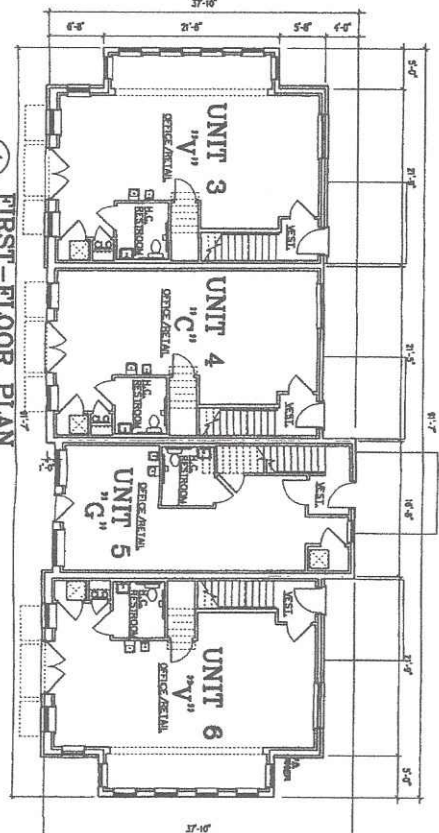




3 THIRD-FLOOR PLAN



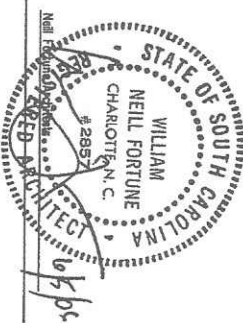
2 SECOND-FLOOR PLAN



1 FIRST-FLOOR PLAN

(Foot Print) Sq. Ft.		
UNIT 3	UNIT 4	UNIT 5
1st Floor Area	1st Floor Area	1st Floor Area
2nd Floor Area	2nd Floor Area	2nd Floor Area
3rd Floor Area	3rd Floor Area	3rd Floor Area
TOTAL AREA	TOTAL AREA	TOTAL AREA
UNIT 6	UNIT 7	UNIT 8
1st Floor Area	1st Floor Area	1st Floor Area
2nd Floor Area	2nd Floor Area	2nd Floor Area
3rd Floor Area	3rd Floor Area	3rd Floor Area
TOTAL AREA	TOTAL AREA	TOTAL AREA

Exhibit D  
Architect's Certificate  
THE UNDERSIGNED CERTIFIES THAT THE FLOOR PLANS  
WITHIN REASONABLE CONSTRUCTION TOLERANCES, SHOW  
THE AREA AND LOCATION OF ALL CONDOMINIUMS WITHIN  
THE SHERMORE VILLAGE HORIZONTAL PROPERTY REGIME.  
THE FLOOR PLANS ARE ATTACHED AS EXHIBIT C TO THE  
WITHIN MASTER DEED.



State of North Carolina, County of  
Wake, I, *William Neill Fortune*, Notary Public in and for said county and state, do hereby certify that William Neill Fortune personally appeared before me this date and acknowledged the due execution of the foregoing instrument and upon his oath sworn to the truth of the statements set forth therein. Witness my hand and Notarial seal this 30th day of June, 2006.



A11

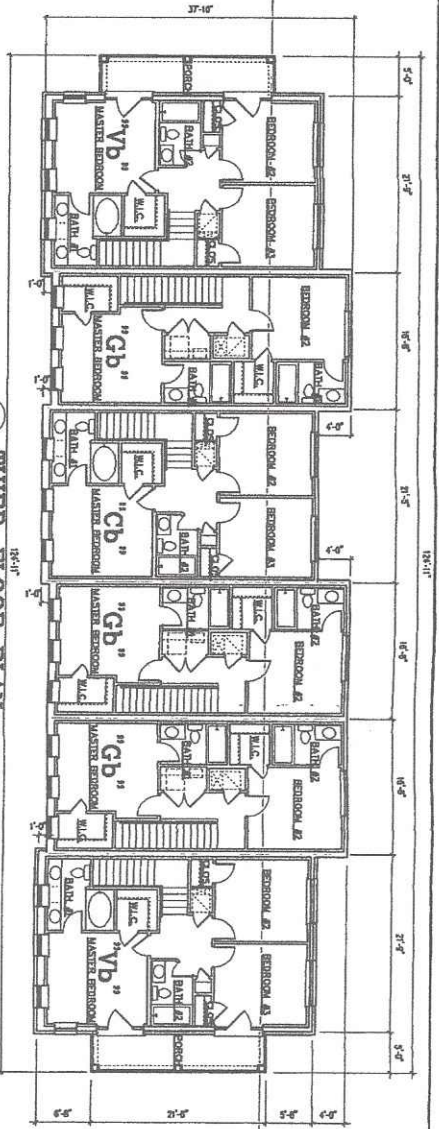
Fortune  
Architects  
880 W. Main St.  
Suite 204  
Charlotte, NC 28204  
704/355-3333  
704/355-3333 FAX

SHERMORE VILLAGE  
HORIZONTAL  
PROPERTY  
REGIME  
BY  
MEETING STREET  
ROAD & CONDOMINIUMS  
CHARLESTON, SC  
MeetingStreet  
Condominium  
Floor Plans  
Building 2

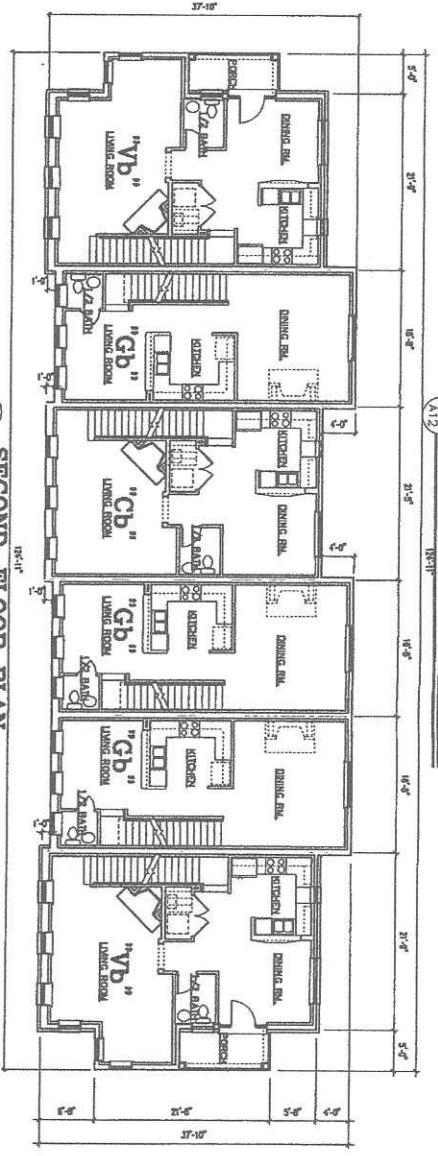
Project 2005  
Date 3/6/05  
Revisions

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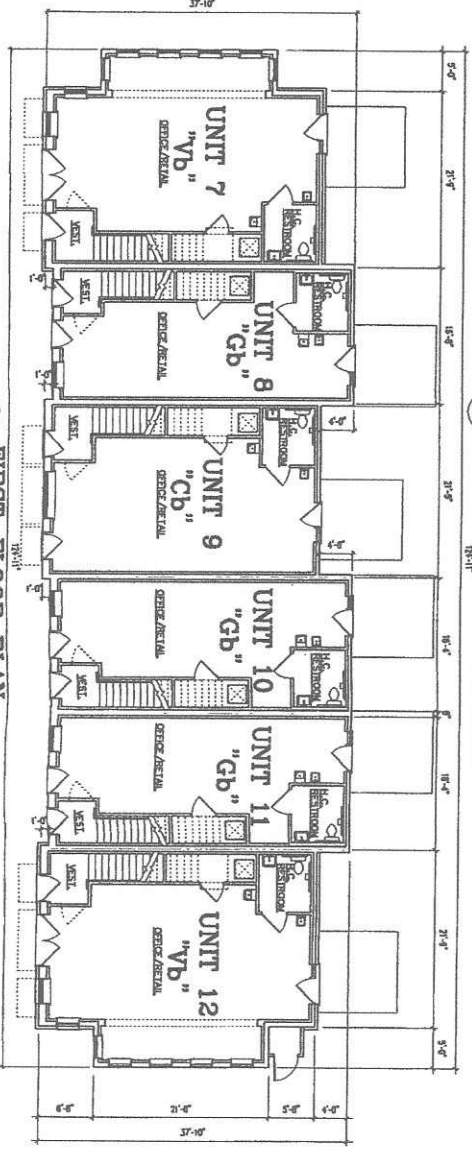




3 THIRD-FLOOR PLAN  
A12



2 SECOND-FLOOR PLAN  
A12



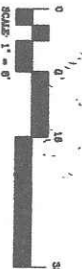
1 FIRST-FLOOR PLAN  
A12

UNIT 7 1st FLOOR AREA 2nd FLOOR AREA 3rd FLOOR AREA TOTAL AREA	(Total Pmt) Sq. Ft. 844 S.F. 788 S.F. 728 S.F. 2,360 S.F.	UNIT 8 1st FLOOR AREA 2nd FLOOR AREA 3rd FLOOR AREA TOTAL AREA	(Total Pmt) Sq. Ft. 814 S.F. 788 S.F. 728 S.F. 2,330 S.F.
UNIT 9 1st FLOOR AREA 2nd FLOOR AREA 3rd FLOOR AREA TOTAL AREA	(Total Pmt) Sq. Ft. 814 S.F. 788 S.F. 728 S.F. 2,330 S.F.	UNIT 10 1st FLOOR AREA 2nd FLOOR AREA 3rd FLOOR AREA TOTAL AREA	(Total Pmt) Sq. Ft. 814 S.F. 788 S.F. 728 S.F. 2,330 S.F.
UNIT 11 1st FLOOR AREA 2nd FLOOR AREA 3rd FLOOR AREA TOTAL AREA	(Total Pmt) Sq. Ft. 814 S.F. 788 S.F. 728 S.F. 2,330 S.F.	UNIT 12 1st FLOOR AREA 2nd FLOOR AREA 3rd FLOOR AREA TOTAL AREA	(Total Pmt) Sq. Ft. 814 S.F. 788 S.F. 728 S.F. 2,330 S.F.
BUILDING 3 1st FLOOR AREA 2nd FLOOR AREA 3rd FLOOR AREA TOTAL AREA	(Total Pmt) Sq. Ft. 4,283 S.F. 4,143 S.F. 4,039 S.F. 12,465 S.F.		

Exhibit D  
Architect's Certificate  
THE UNDERSIGNED CERTIFIES THAT THE FLOOR PLANS, WITHIN REASONABLE CONSTRUCTION TOLERANCES, SHOW THE AREA AND LOCATION OF ALL CONDOMINIUMS WITHIN THE SHEMONE VILLAGE HORIZONTAL PROPERTY RECORD. THE FLOOR PLANS ARE HEREBY AS EXHIBIT C TO THE

WILLIAM NEILL FORTUNE  
CHARLOTTE, N. C.  
# 2657  
REGISTERED ARCHITECT  
NEIL FORTUNE (Member)

State of North Carolina, County of Mecklenburg, I, *David E. Henson* Mayor Public in and for said county and state do hereby certify that William Neill Fortune personally appeared before me this date and was duly sworn to the date execution of the foregoing instrument, and that his said signature to the said and the statement set forth therein, Witness my hand and Notaral seal this 29th day of June, 2006.



A12

Sheet

THESE PLANS ARE THE PROPERTY OF NEIL FORTUNE ARCHITECTS AND ARE NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF NEIL FORTUNE ARCHITECTS.

Project 2005  
Date 3/6/06  
Revisions

Needing Street  
Condominium  
Floor Plans  
Building 3

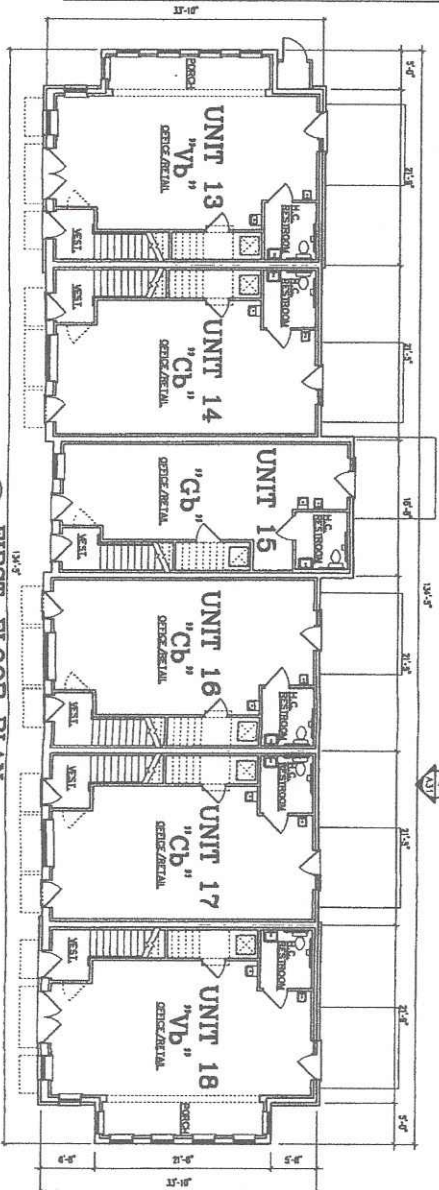
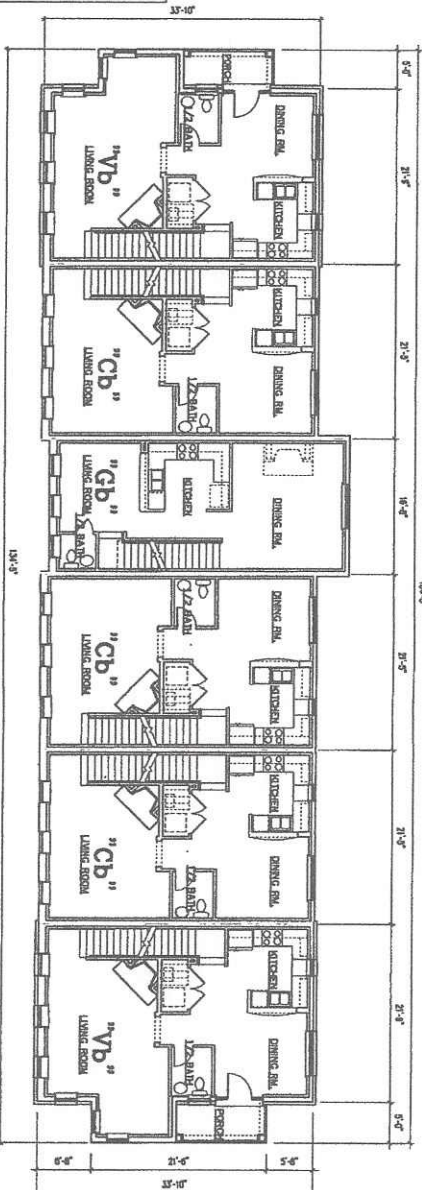
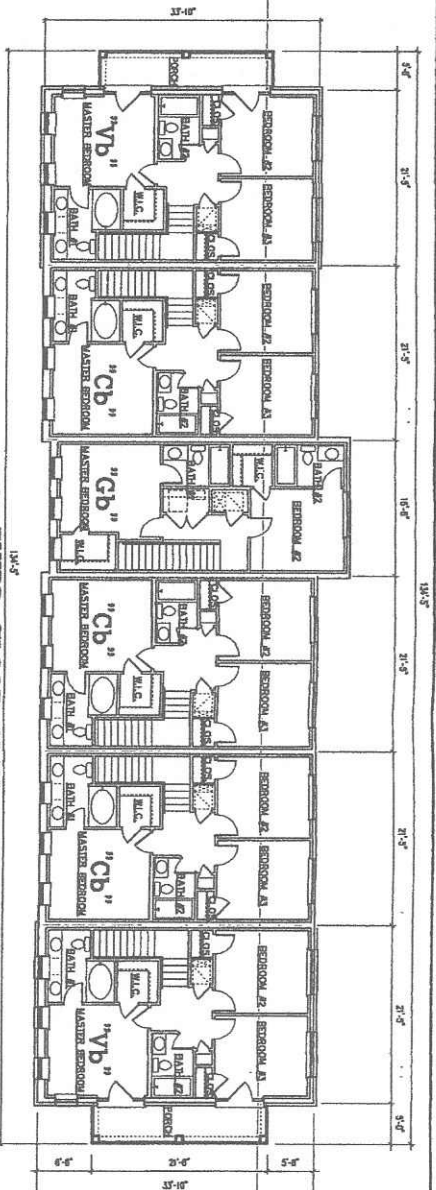
CHARLESTON, SC  
BY  
MEETING STREET  
HOUS & CONDOMINIUMS

SHEMONE VILLAGE  
HORIZONTAL  
PROPERTIES  
REGIME

704/355-3539  
704/354-5578 FAX

Fortune  
Architects  
850 Medicine Park One  
Suite 201  
Charlotte, North Carolina





<b>UNIT 13</b>		<b>UNIT 14</b>	
1st Floor Area	844 S.F.	1st Floor Area	725 S.F.
2nd Floor Area	788 S.F.	2nd Floor Area	725 S.F.
3rd Floor Area	725 S.F.	3rd Floor Area	725 S.F.
<b>TOTAL AREA:</b>	<b>2357 S.F.</b>	<b>TOTAL AREA:</b>	<b>2175 S.F.</b>
<b>UNIT 15</b>		<b>UNIT 16</b>	
1st Floor Area	814 S.F.	1st Floor Area	725 S.F.
2nd Floor Area	814 S.F.	2nd Floor Area	725 S.F.
3rd Floor Area	814 S.F.	3rd Floor Area	725 S.F.
<b>TOTAL AREA:</b>	<b>2442 S.F.</b>	<b>TOTAL AREA:</b>	<b>2175 S.F.</b>
<b>UNIT 17</b>		<b>UNIT 18</b>	
1st Floor Area	725 S.F.	1st Floor Area	844 S.F.
2nd Floor Area	725 S.F.	2nd Floor Area	788 S.F.
3rd Floor Area	725 S.F.	3rd Floor Area	725 S.F.
<b>TOTAL AREA:</b>	<b>2175 S.F.</b>	<b>TOTAL AREA:</b>	<b>2357 S.F.</b>
<b>BUILDING A</b>		<b>BUILDING B</b>	
1st Floor Area	4477 S.F.	1st Floor Area	4477 S.F.
2nd Floor Area	4395 S.F.	2nd Floor Area	4395 S.F.
3rd Floor Area	4395 S.F.	3rd Floor Area	4395 S.F.
<b>TOTAL AREA:</b>	<b>13167 S.F.</b>	<b>TOTAL AREA:</b>	<b>13167 S.F.</b>

**Exhibit D**  
Architect's Certificate

THE UNDERSIGNED CERTIFIES THAT THE FLOOR PLANS, WITHIN REASONABLE CONSTRUCTION TOLERANCES, SHOW THE AREA AND LOCATION OF ALL CONDOMINIUMS WITHIN THE SHERMORE VILLAGE HORIZONTAL PROPERTY REGIME. THE FLOOR PLANS ARE ATTACHED AS EXHIBIT C TO THE WITHIN MASTERDEED.

**WILLIAM NEILL FORTUNE**  
CHARLOTTE, N.C.  
#2857  
REGISTERED ARCHITECT

Neill Fortune Architects

State of North Carolina, County of Mecklenburg, *William Neill Fortune* a Notary Public in and for said county and state, do hereby certify that William Neill Fortune personally appeared before me this date and end acknowledged the due execution of the foregoing instrument and upon the oath sworn to the truth of the statements set forth therein. Witness by my hand and Notarid seal this 30th day of June, 2005.



**A13**

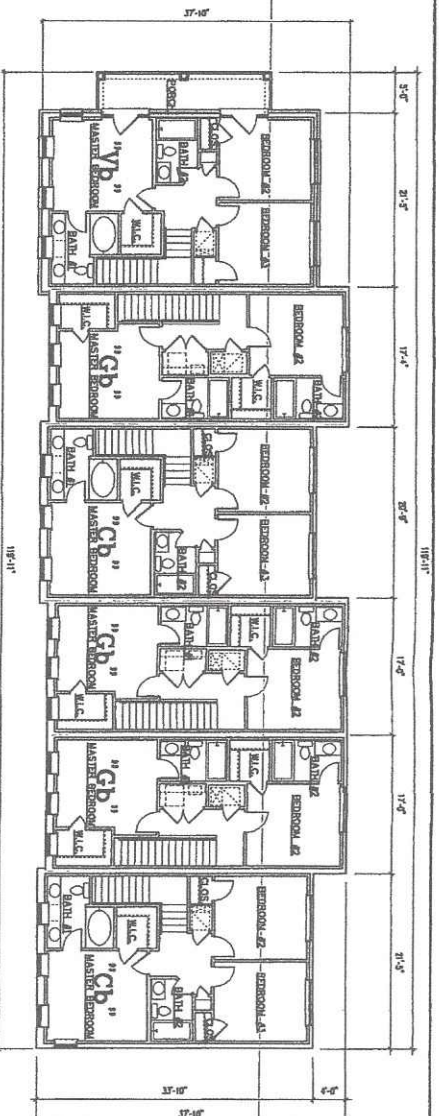
**Fortune Architects**  
880 Wylie Park One  
Suite 204  
Charlotte, North Carolina  
704/365-3533  
704/364-5576 FAX

**SHERMORE VILLAGE**  
HORIZONTAL  
PROPERTY  
REGIME  
CHARLESTON, SC  
BY  
MEETING STREET  
HOUSES & CONDOMINIUMS  
MeetingStreet  
Content  
CONCRETE  
FLOOR PLANS  
BUILDING 4

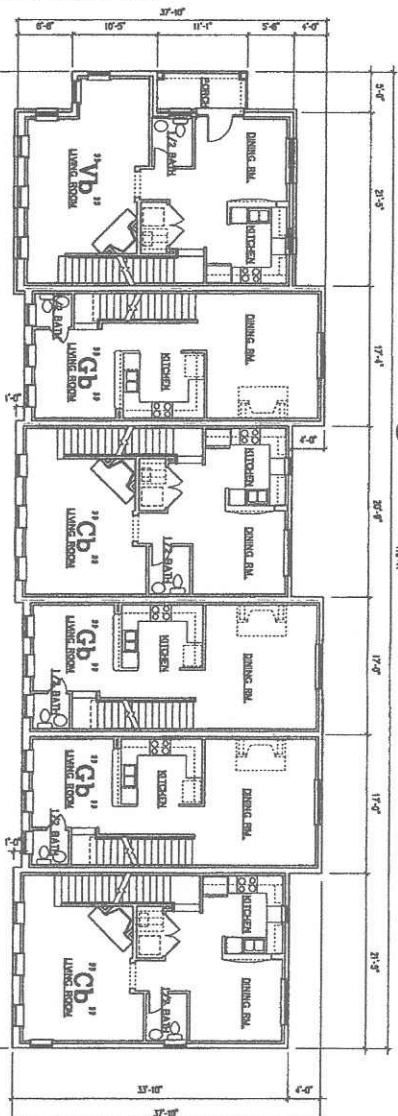
Project 2005  
Date 3/6/05  
Revisions

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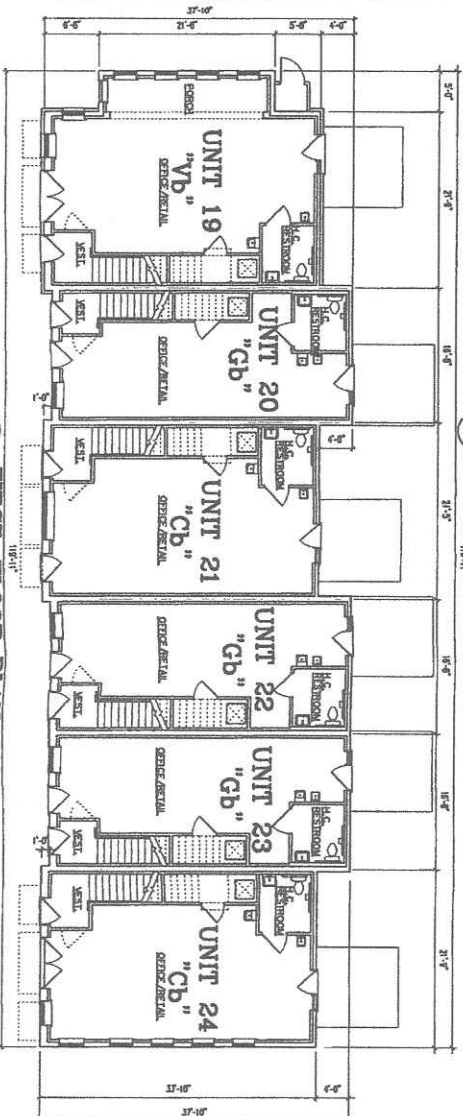




3 THIRD-FLOOR PLAN



2 SECOND-FLOOR PLAN



1 FIRST-FLOOR PLAN

UNIT 19	(Total Pkth) Sq. Ft.	UNIT 20	(Total Pkth) Sq. Ft.
1st Floor Area	844 S.F.	1st Floor Area	814 S.F.
2nd Floor Area	788 S.F.	2nd Floor Area	814 S.F.
3rd Floor Area	728 S.F.	3rd Floor Area	814 S.F.
TOTAL AREA	2,360 S.F.	TOTAL AREA	1,442 S.F.

UNIT 21	(Total Pkth) Sq. Ft.	UNIT 22	(Total Pkth) Sq. Ft.
1st Floor Area	723 S.F.	1st Floor Area	814 S.F.
2nd Floor Area	723 S.F.	2nd Floor Area	723 S.F.
3rd Floor Area	723 S.F.	3rd Floor Area	723 S.F.
TOTAL AREA	2,170 S.F.	TOTAL AREA	1,442 S.F.

UNIT 23	(Total Pkth) Sq. Ft.	UNIT 24	(Total Pkth) Sq. Ft.
1st Floor Area	814 S.F.	1st Floor Area	723 S.F.
2nd Floor Area	814 S.F.	2nd Floor Area	723 S.F.
3rd Floor Area	814 S.F.	3rd Floor Area	723 S.F.
TOTAL AREA	1,442 S.F.	TOTAL AREA	2,170 S.F.

BUILDING 3	(Total Pkth) Sq. Ft.
1st Floor Area	418 S.F.
2nd Floor Area	408 S.F.
3rd Floor Area	408 S.F.
TOTAL AREA	1,234 S.F.

Exhibit D  
Architect's Certificate

THE UNDERSIGNED CERTIFIES THAT THE FLOOR PLANS, WITHIN REASONABLE CONSTRUCTION TOLERANCES, SHOW THE AREA AND LOCATION OF ALL CONDOMINIUMS WITHIN THE SHELBORE VILLAGE HORIZONTAL PROPERTY REGIME. THE FLOOR PLANS ARE ATTACHED AS EXHIBIT C TO THE WITHIN MASTER DEED.

WILLIAM NEILL FORTUNE  
CHARLOTTE, N.C.  
#2883

REGISTERED ARCHITECT

"State of North Carolina, County of Mecklenburg, I, *William Neill Fortune*, a Notary Public in and for said county and state do hereby certify that William Neill Fortune personally appeared before me this 1st day of June, 2006, and acknowledged the due execution of the foregoing instrument, and upon his oath sworn to the truth of the statements set forth therein. Witness by my hand and Notaried seal this 1st day of June, 2006."



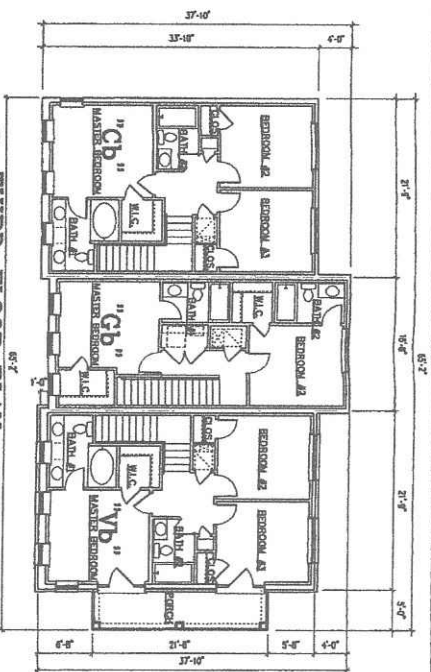
A14

704/366-3838  
704/366-5078 FAX

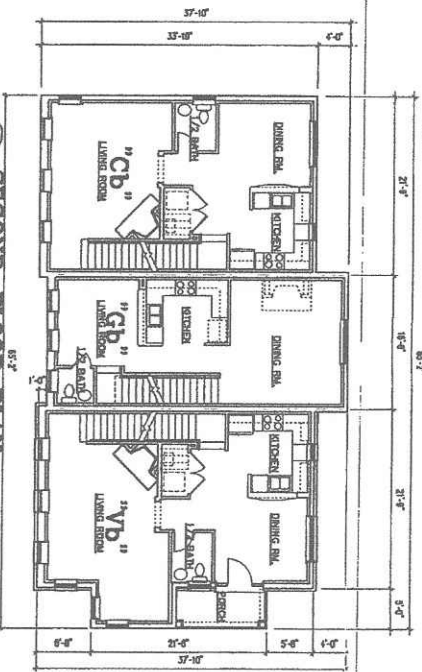
SHEBORE VILLAGE  
HORIZONTAL  
PROPERTY  
REGIME  
CHARLESTON, SC  
BY  
MEETING STREET  
HOMES & COMMUNITIES

Project 2005  
Date 3/6/06  
Revisions

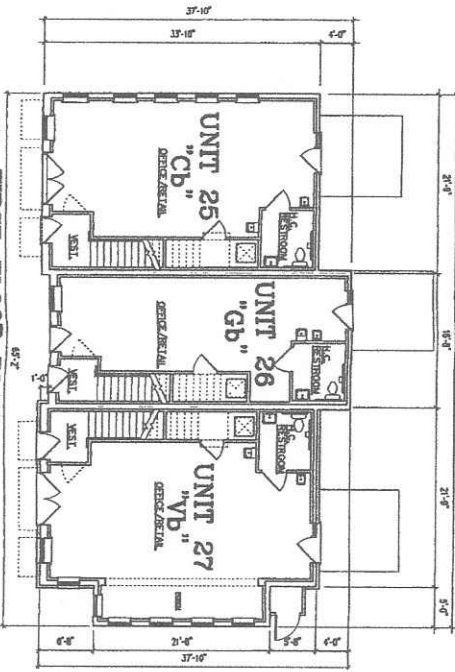
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3 THIRD-FLOOR PLAN



2 SECOND-FLOOR PLAN



1 FIRST-FLOOR PLAN

UNIT 25		UNIT 26		UNIT 27	
1st Floor Area	725 S.F.	1st Floor Area	725 S.F.	1st Floor Area	725 S.F.
2nd Floor Area	725 S.F.	2nd Floor Area	725 S.F.	2nd Floor Area	725 S.F.
3rd Floor Area	725 S.F.	3rd Floor Area	725 S.F.	3rd Floor Area	725 S.F.
TOTAL AREA	2175 S.F.	TOTAL AREA	2175 S.F.	TOTAL AREA	2175 S.F.

State of North Carolina, County of Wake, ss. I, *Neil Fortune*, Clerk of Court, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Clerk of Court. Witness my hand and the seal of this office, this 15th day of June, 2005.

Architect's Certificate  
The undersigned certifies that the floor plans, within reasonable construction tolerances, show the area and location of all condominiums within the Shephard Village Horizontal Property Regime. The floor plans are submitted as Exhibit C to the Master Deed.

WILLIAM NEIL FORTUNE  
CHARLOTTE, N.C.  
#2857  
REGISTERED ARCHITECT

704/366-3839  
704/366-5078 FAX

Fortune Architects  
850 Wylie Park One  
Suite 204  
Charlotte, North Carolina

SHEPARD VILLAGE  
HORIZONTAL  
PROPERTY  
REGIME  
CHARLESTON, SC  
BY  
MEETING STREET  
HOUSING & COMMUNITIES

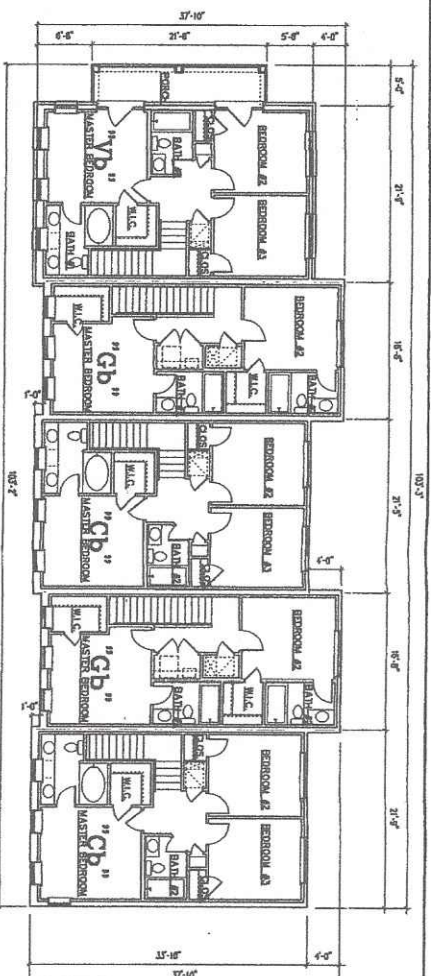
Meeting Street  
Content:  
CONCRETE  
FLOOR PLANS  
BUILDING 0

Project 2005  
Date 3/6/05  
Revisions

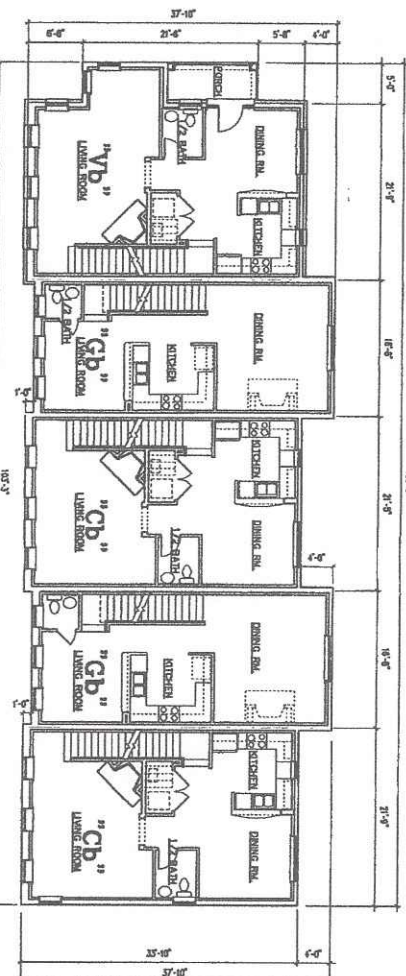
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A15

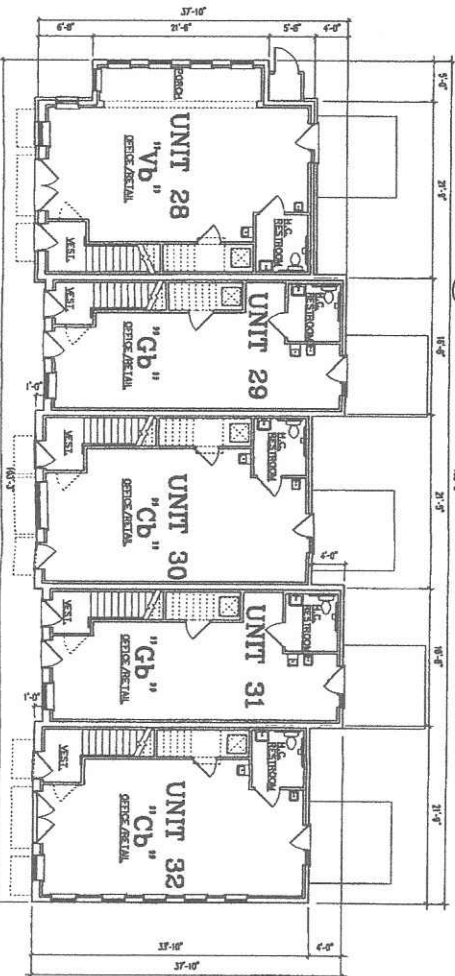




3 THIRD-FLOOR PLAN  
A16



2 SECOND-FLOOR PLAN  
A16



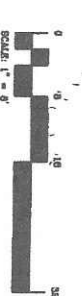
1 FIRST-FLOOR PLAN  
A16

UNIT 28		UNIT 29	
1st Floor Area	844 S.F.	1st Floor Area	814 S.F.
2nd Floor Area	789 S.F.	2nd Floor Area	814 S.F.
3rd Floor Area	738 S.F.	3rd Floor Area	814 S.F.
TOTAL AREA	2389 S.F.	TOTAL AREA	1842 S.F.
UNIT 30		UNIT 31	
1st Floor Area	723 S.F.	1st Floor Area	814 S.F.
2nd Floor Area	723 S.F.	2nd Floor Area	814 S.F.
3rd Floor Area	723 S.F.	3rd Floor Area	814 S.F.
TOTAL AREA	2175 S.F.	TOTAL AREA	1842 S.F.
UNIT 32			
1st Floor Area	723 S.F.		
2nd Floor Area	723 S.F.		
3rd Floor Area	723 S.F.		
TOTAL AREA	2175 S.F.		
BUILDING 7			
1st Floor Area	3389 S.F.		
2nd Floor Area	3468 S.F.		
3rd Floor Area	3144 S.F.		
TOTAL AREA	10,499 S.F.		

Exhibit D  
Architect's Certificate  
THE UNDERSIGNED CERTIFIES THAT THE FLOOR PLANS WITHIN REASONABLE CONSTRUCTION TOLERANCES SHOW THE AREA AND LOCATION OF ALL CONDOMINIUMS WITHIN THE SHERMORE VILLAGE HORIZONTAL PROPERTY REGIME. THE FLOOR PLANS ARE ATTACHED AS EXHIBIT C TO THE WHEN MASTER DEED.

WILLIAM NEILL FORTUNE  
CHARLOTTE, N.C.  
#2835  
REGISTERED ARCHITECT  
6/15/06

State of North Carolina, County of Mecklenburg, I, *William Neill Fortune*, a Notary Public in and for said county and state, do hereby certify that William Neill Fortune personally appeared before me this date and acknowledged the due execution of the foregoing instrument and upon his oath swore to the truth of the statements set forth therein. Witness my hand and Notorial seal this 30th day of June, 2005.



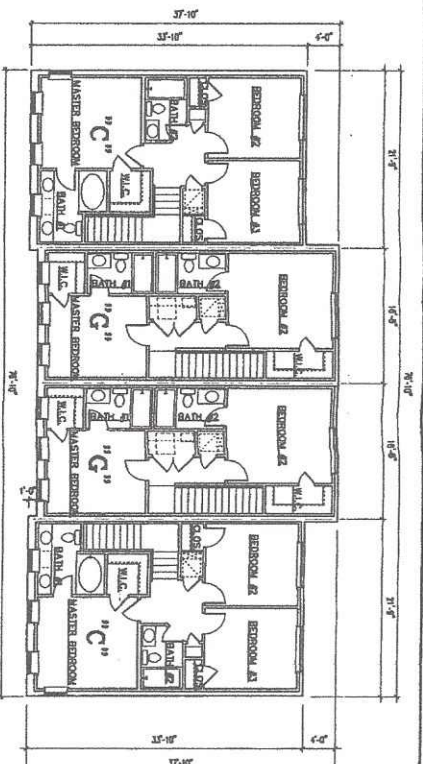
**Fortune Architects**  
680 Mebane Park Drive  
Suite 204  
Charlotte, North Carolina  
704/366-3539  
704/364-9578 FAX

SHERMORE VILLAGE  
HORIZONTAL  
PROPERTY  
REGIME  
CHARLESTON, SC  
BY  
MEETING STREET  
HOMES & CONDOMINIUMS  
Meeting Street  
CORPTE  
FLOOR PLANS  
BUILDING 7

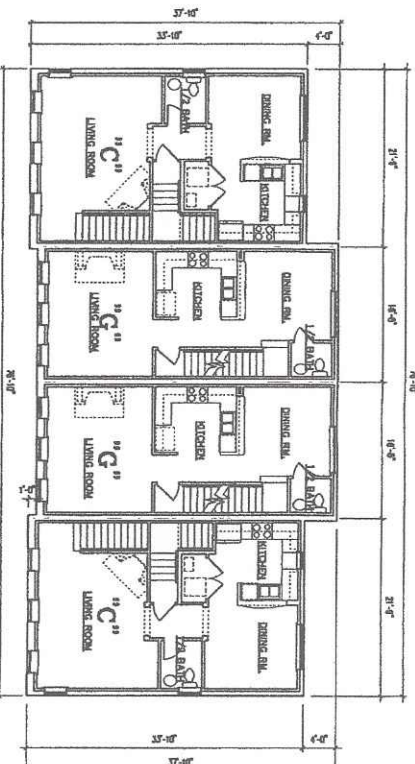
Project 2005  
Date 3/6/06  
Revisions

© W. Neill Fortune Architect  
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W. Neill Fortune Architect and  
is to be used only for the project  
for which it was prepared.  
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**A16**

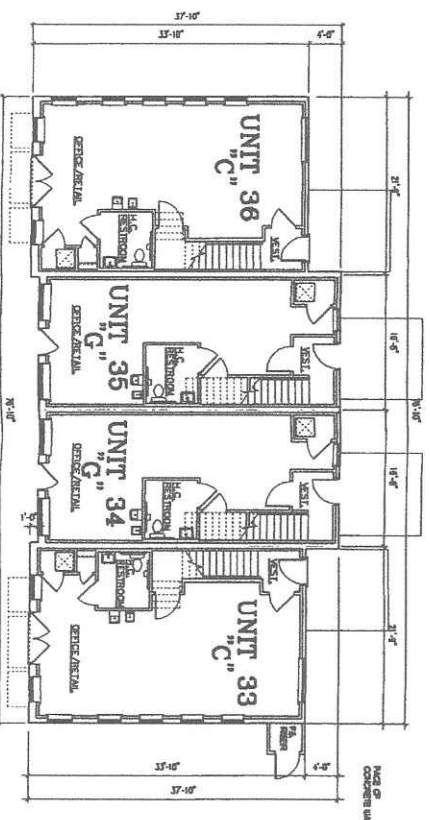




3 THIRD-FLOOR PLAN



2 SECOND-FLOOR PLAN



1 FIRST-FLOOR PLAN

(Foot Print) Sq. Ft.			
UNIT 33	UNIT 34	UNIT 35	UNIT 36
1st Floor Area	1st Floor Area	1st Floor Area	1st Floor Area
728 S.F.	614 S.F.	614 S.F.	728 S.F.
2nd Floor Area	2nd Floor Area	2nd Floor Area	2nd Floor Area
728 S.F.	614 S.F.	614 S.F.	728 S.F.
3rd Floor Area	3rd Floor Area	3rd Floor Area	3rd Floor Area
728 S.F.	614 S.F.	614 S.F.	728 S.F.
TOTAL AREA	TOTAL AREA	TOTAL AREA	TOTAL AREA
2178 S.F.	1842 S.F.	1842 S.F.	2178 S.F.

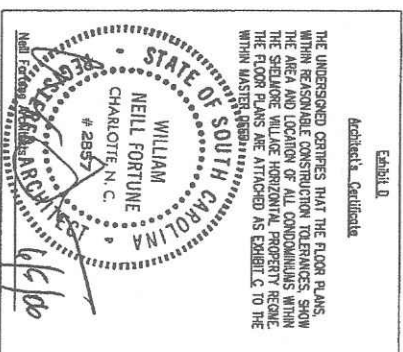


Exhibit D  
Architect's Certificate

THE UNDERSIGNED CERTIFIES THAT THE FLOOR PLANS, WITHIN REASONABLE CONSTRUCTION TOLERANCES, SHOW THE AREA AND LOCATION OF ALL CONDOMINIUMS WITHIN THE SHELBORE VILLAGE HORIZONTAL PROPERTY REGIME. THE FLOOR PLANS ARE ATTACHED AS EXHIBIT C TO THE WITHIN MASTER DEED.

WILLIAM NEIL FORTUNE  
CHARLOTTE, N.C.  
# 2957

State of North Carolina, County of  
Mecklenburg, I, *David H. Hester*, Notary Public in and for said county and state do hereby certify that William Neil Fortune personally appeared before me this date and on deponent's oath and under the seal of the Notary Public in and for said county and state, and upon his oath swore to the truth of the statements set forth therein. Witness by my hand and Notarid seal this 30th day of June, 2006.

Fortune  
Architects  
880 Wakefern Park Drive  
Suite 204  
Charlotte, North Carolina  
704/366-3339  
704/366-3578 FAX

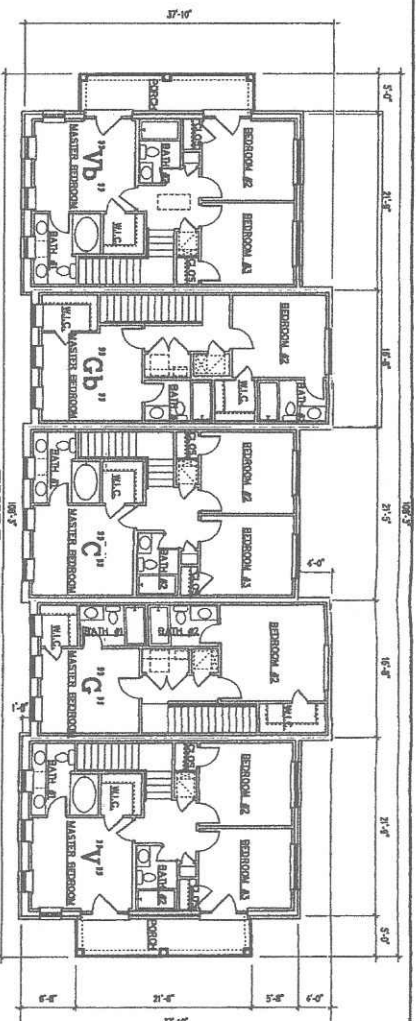
SHELBORE VILLAGE  
HORIZONTAL  
PROPERTY  
REGIME  
BY  
MEETING STREET  
HOMES & COMMUNITIES  
CHARLESTON, SC  
Meeting Street  
Content  
CONSENT  
FLOOR PLANS  
BUILDING 8

Project 12005  
Date 3/6/05  
Revisions

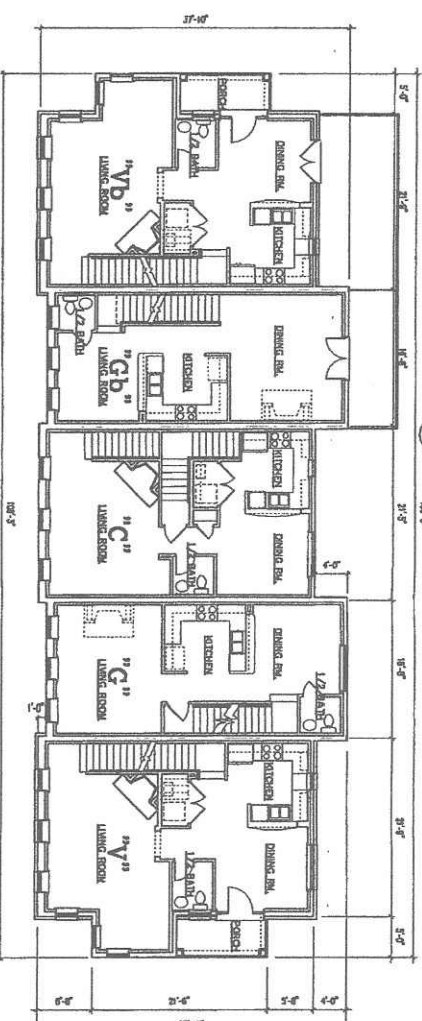
OW Neil Fortune, Architect  
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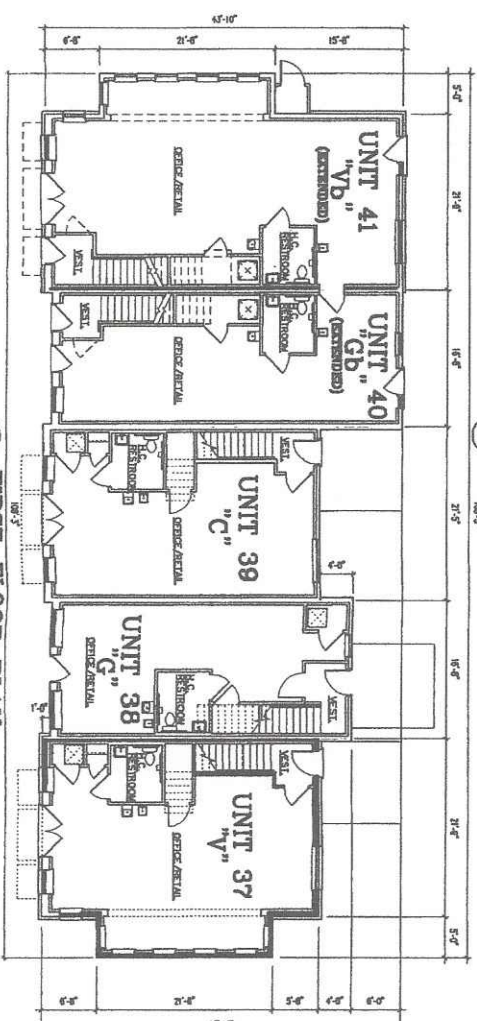
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3 THIRD-FLOOR PLAN



2 SECOND-FLOOR PLAN

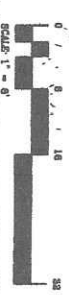


1 FIRST-FLOOR PLAN

UNIT 41 1st FLOOR AREA 2nd FLOOR AREA 3rd FLOOR AREA TOTAL AREA	(Foot Print) Sq. Ft. 1061 S.F. 788 S.F. 736 S.F. 2585 S.F.	UNIT 40 1st FLOOR AREA 2nd FLOOR AREA 3rd FLOOR AREA TOTAL AREA	(Foot Print) Sq. Ft. 714 S.F. 614 S.F. 614 S.F. 1942 S.F.
UNIT 39 1st FLOOR AREA 2nd FLOOR AREA 3rd FLOOR AREA TOTAL AREA	(Foot Print) Sq. Ft. 723 S.F. 723 S.F. 723 S.F. 2173 S.F.	UNIT 38 1st FLOOR AREA 2nd FLOOR AREA 3rd FLOOR AREA TOTAL AREA	(Foot Print) Sq. Ft. 614 S.F. 614 S.F. 614 S.F. 1842 S.F.
UNIT 37 1st FLOOR AREA 2nd FLOOR AREA 3rd FLOOR AREA TOTAL AREA	(Foot Print) Sq. Ft. 614 S.F. 788 S.F. 736 S.F. 2138 S.F.	BUILDING 8 1st FLOOR AREA 2nd FLOOR AREA 3rd FLOOR AREA TOTAL AREA	(Foot Print) Sq. Ft. 3398 S.F. 3328 S.F. 3328 S.F. 10054 S.F.

Exhibit D  
Architect's Certificate  
THE UNDERSIGNED CERTIFIES THAT THE FLOOR PLANS  
WITHIN REASONABLE CONSTRUCTION TOLERANCES, SHOW  
THE AREA AND LOCATION OF ALL CONDOMINIUMS WITHIN  
THE SHELMORE VILLAGE HORIZONTAL PROPERTY REGIME  
THE FLOOR PLANS ARE HEREBY OFFERED AS EXHIBIT C, TO THE  
DECLARATION OF THE SHELMORE VILLAGE SOUTH CAROLINA  
HORIZONTAL PROPERTY REGIME  
WITNESS MY HAND AND SEAL  
WILLIAM  
NEILL FORTUNE  
CHARLOTTE, N. C.  
# 2855/  
REGISTERED ARCHITECT  
6/5/00  
Neill Fortune Architects

State of North Carolina, County of  
Wake County, I, David Fortune, a Notary  
Public in and for said county and state, do hereby certify  
that William Neill Fortune personally appeared before me  
this date and acknowledged the due execution of the  
foregoing instrument, and upon his oath sworn to the truth  
of the statements set forth therein. Witness by my hand  
and Notarial seal this 5th day of June, 2006.



A18

Sheet

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Project 2005  
Date 3/6/06  
Revisions

Meeting Street  
Content  
CONCEPT  
FLOOR PLANS  
BUILDING 8



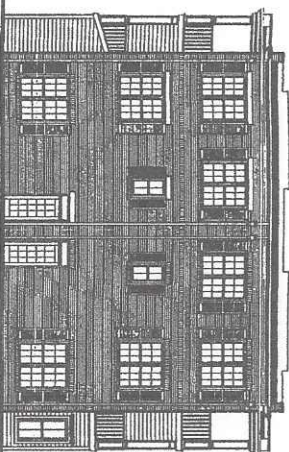
MEETING STREET  
HOUSING & COMMUNITIES  
BY  
CHARLESTON, SC

SHELMORE VILLAGE  
HORIZONTAL  
PROPERTIES  
REGIME

704/266-3839  
704/266-8578 FAX

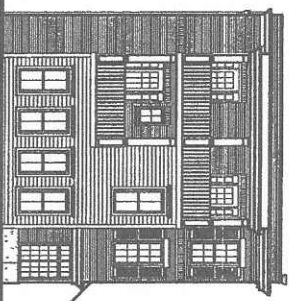
Fortune  
Architects  
880 Wakepine Park One  
Suite 204  
Charlotte, North Carolina





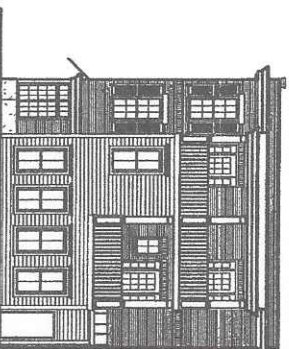
UNIT 2  
UNIT 1  
4  
A28  
1/8" = 1'

REAR ELEVATION



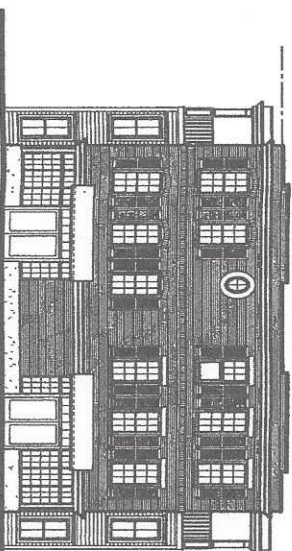
UNIT 1  
3  
A28  
1/8" = 1'

LEFT-SIDE ELEVATION



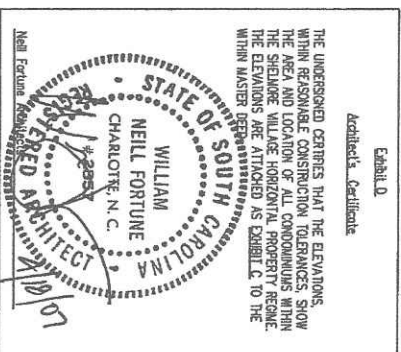
UNIT 2  
2  
A28  
1/8" = 1'

RIGHT-SIDE ELEVATION



UNIT 1  
UNIT 2  
1  
A28  
1/8" = 1'

FRONT ELEVATION



Notary Public, State of North Carolina, County of \_\_\_\_\_

Meetings, I, \_\_\_\_\_, Notary Public, in and for said county and state do hereby certify that William Neil Fortune personally appeared before me this date and acknowledged the due execution of the foregoing instrument and upon his oath swore to the truth of the statements set forth therein. Witness by my hand and Notarial seal, this 18th day of June, 2007.

**Fortune Architects**  
6510 Mayhew Park Drive  
Suite 204  
Charlotte, North Carolina

704/355-3539  
704/354-0578 FAX

**SHELMORE VILLAGE**  
HORIZONTAL  
PROPERTIES  
REFINE  
CHARLESTON, SC  
BY  
MEETING STREET  
HOLDS & COMMENTS

Content  
EXTERIOR ELEVATIONS  
BUILDING 1

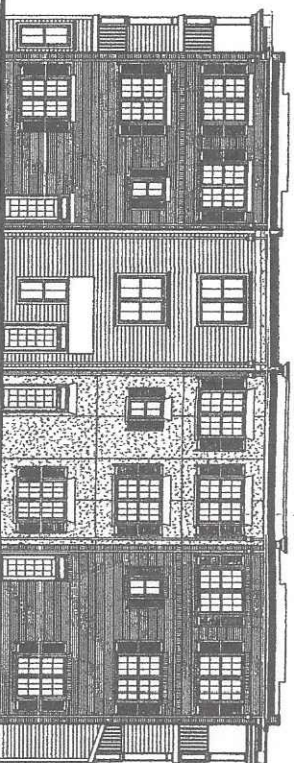
Project 2005  
Date 3/16/05  
Revisions



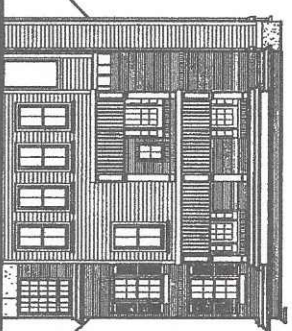
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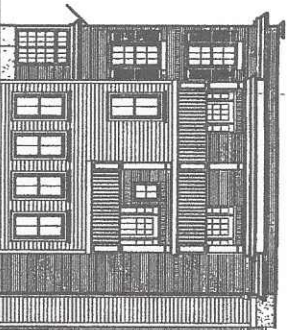




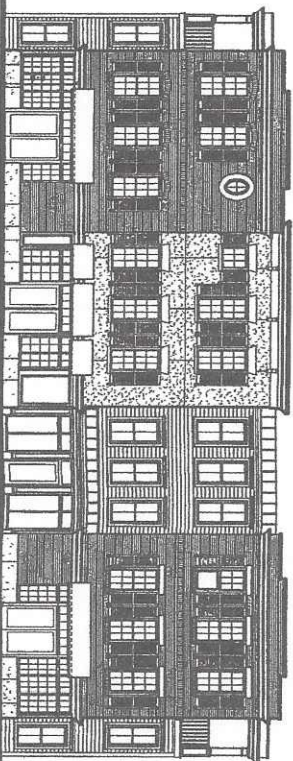
UNIT 6 UNIT 5 UNIT 4 UNIT 3  
1  
A29  
1/8" = 1'



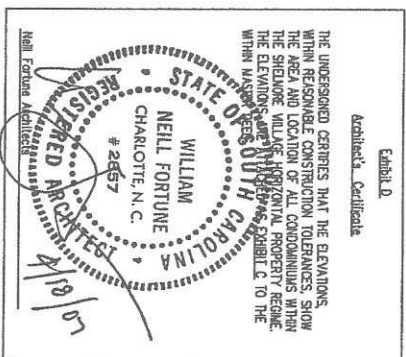
UNIT 3  
3  
A29  
1/8" = 1'



UNIT 6  
2  
A29  
1/8" = 1'



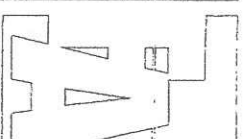
UNIT 3 UNIT 4 UNIT 5 UNIT 6  
1  
A29  
1/8" = 1'



Notary Public  
State of North Carolina, County of  
McKenzieburg, I, *David P. D.* a Notary  
Public in and for said county and State do hereby certify  
that the within and foregoing plans and specifications were  
this day and I, the undersigned, personally appeared before me  
the above named and acknowledged the due execution of  
the foregoing documents, and upon this date, I, the undersigned,  
the truth of the statements set forth therein. Witness my  
hand and Notarial seal this 16th day of June, 2007.



SCALE: 1" = 8'



**Fortune**  
Architects

850 McAlpine Park Drive  
Suite 204  
Charlotte, North Carolina

704/359-3339  
704/354-5078 FAX

SHERMORE VILLAGE  
HORIZONTAL  
PROPERTIES  
REGIME

CHARLESTON, SC

BY  
MEETING STREET  
HOURS & COMMENTS

Meowing Street  
Content

EXTERIOR ELEVATIONS  
BUILDING 2

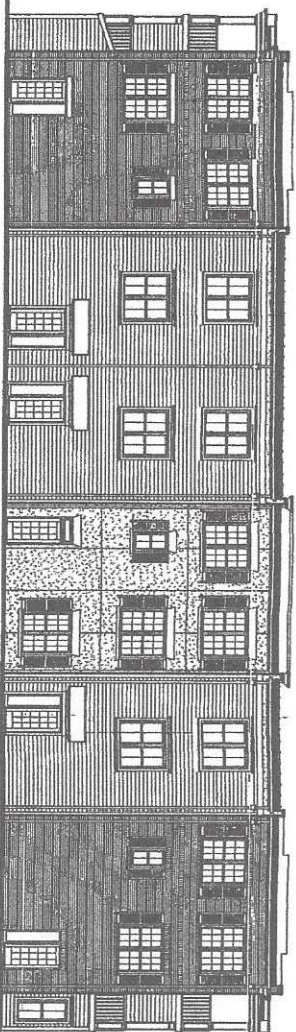
Project 2005  
Date 3/16/06  
Revisions

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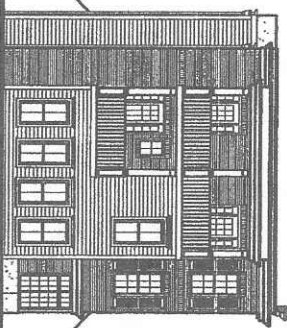
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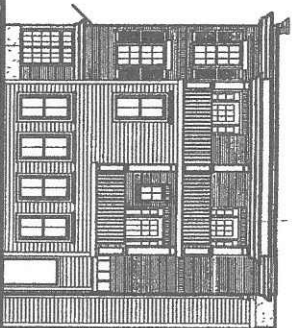


UNIT 12    UNIT 11    UNIT 10    UNIT 9    UNIT 8    UNIT 7

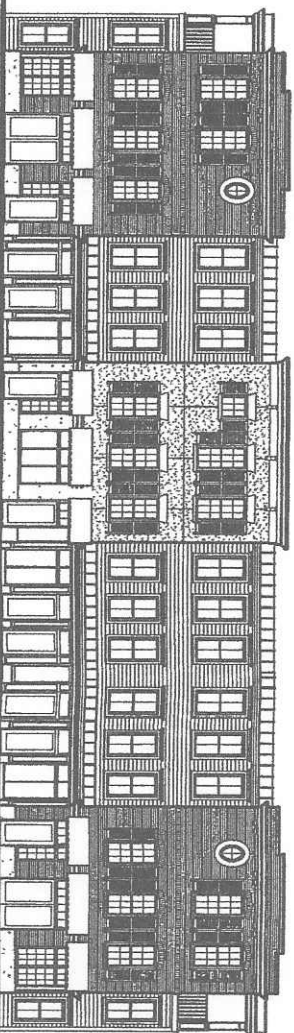
**REAR ELEVATION**



**LEFT-SIDE ELEVATION**

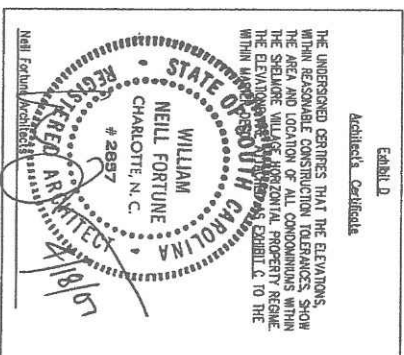


**RIGHT-SIDE ELEVATION**



UNIT 7    UNIT 8    UNIT 9    UNIT 10    UNIT 11    UNIT 12

**FRONT ELEVATION**

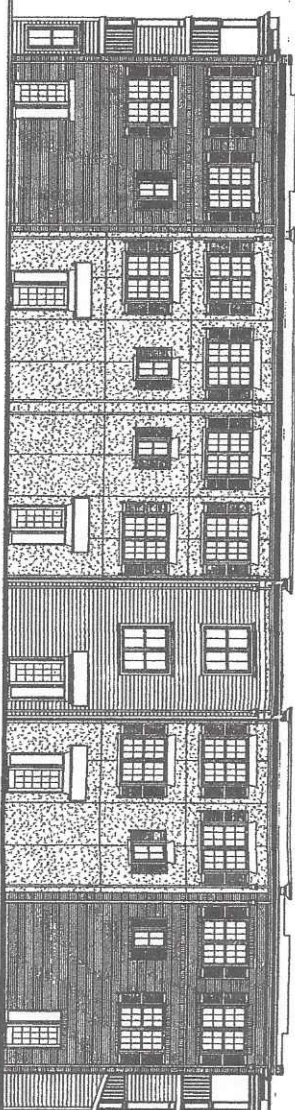


State of North Carolina, County of \_\_\_\_\_

Mecklenburg, *Deborah P. H.* a Notary Public in and for said county and do hereby certify that William Neill Fortune personally appeared before me this date and, and acknowledged the due execution of the foregoing instrument and upon his oath swore to the truth of the statements set forth therein. Witness by my hand and Notarial Seal this 18th day of June, 2007.

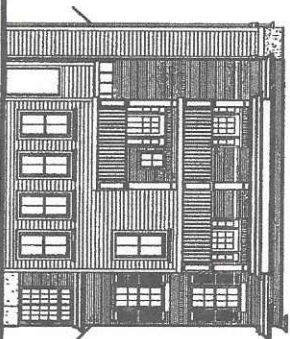






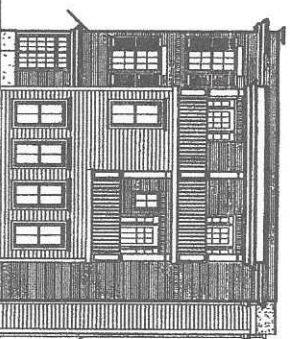
4  
AS1  
1/8" = 1'

REAR ELEVATION



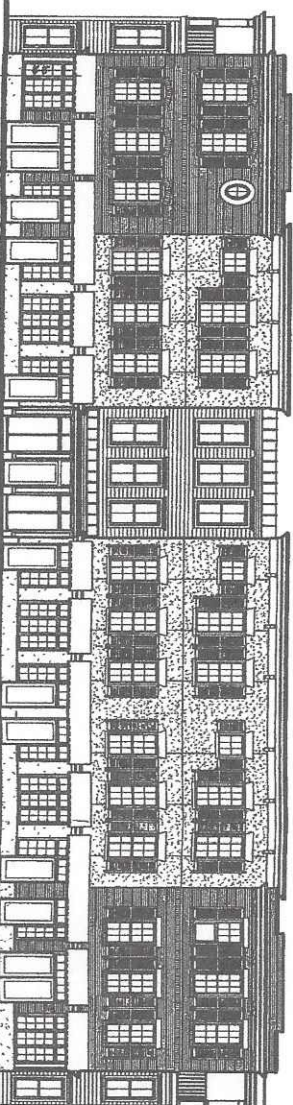
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AS1  
1/8" = 1'

LEFT-SIDE ELEVATION



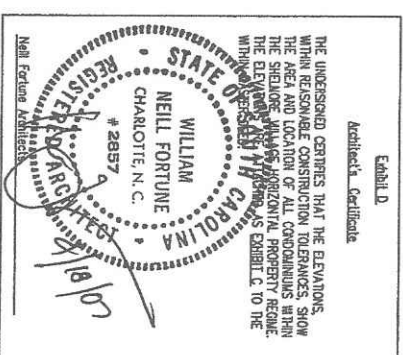
2  
AS1  
1/8" = 1'

RIGHT-SIDE ELEVATION



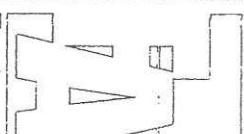
1  
AS1  
1/8" = 1'

FRONT ELEVATION



State of North Carolina, County of \_\_\_\_\_

Meddewburg, *David P. H.* a Notary Public in and for said county and State do hereby certify that William Neil Fortune personally appeared before me this date and acknowledged the due execution of the foregoing instrument, and upon his oath swore to the truth of the statements set forth therein. Witness my hand and (seal) this 18th day of June, 2007.



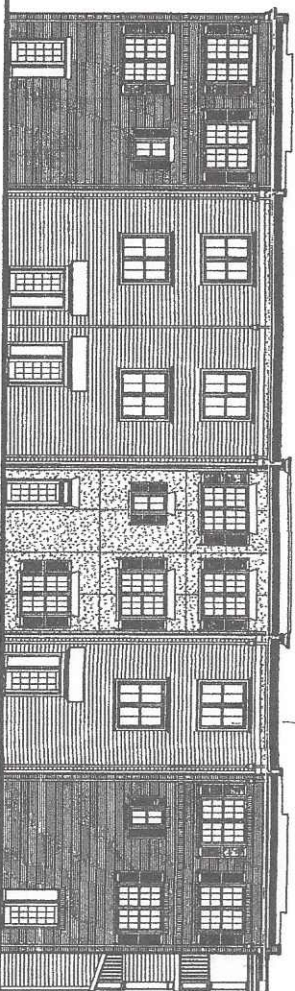
**Fortune Architects**  
850 McAllister Park Drive  
Suite 204  
Charlotte, North Carolina  
704/356-3839  
704/354-5678 FAX

**SHELMORE VILLAGE**  
HORIZONTAL  
PROPERTIES  
REGIME  
BY  
MEETING STREET  
Houses & Condos  
CHARLESTON, SC  
McClintock Street  
Content  
EXTERIOR ELEVATIONS  
BUILDING 4

Project 12005  
Date 3/6/06  
Revisions

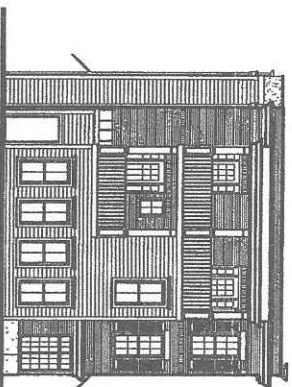
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**A31**





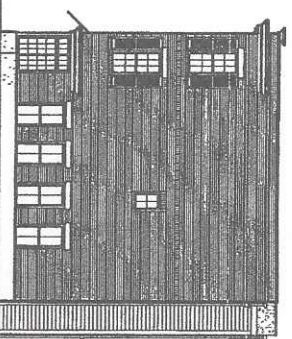
UNIT 24 UNIT 23 UNIT 22 UNIT 21 UNIT 20 UNIT 19  
4  
A32  
1/8" = 1'

REAR ELEVATION



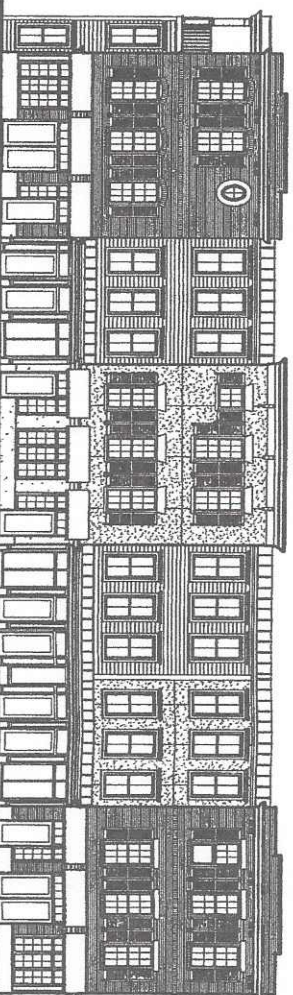
UNIT 19  
3  
A32  
1/8" = 1'

LEFT-SIDE ELEVATION



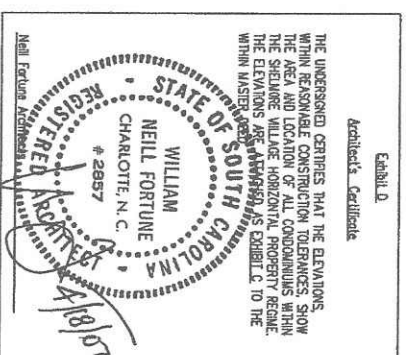
UNIT 24  
2  
A32  
1/8" = 1'

RIGHT-SIDE ELEVATION



UNIT 19 UNIT 20 UNIT 21 UNIT 22 UNIT 23 UNIT 24  
1  
A32  
1/8" = 1'

FRONT ELEVATION



State of North Carolina, County of  
Mecklenburg, I, *William Neill Fortune*, a Notary Public in and for said county do hereby certify that William Neill Fortune personally appeared before me this date and said certificate was executed at the foregoing instrument and upon his oath, sworn to the truth of the statements set forth herein. Witness my hand and Notarial Seal this 18th day of June, 2007.

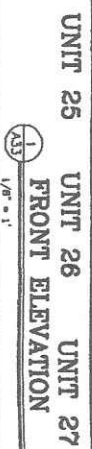
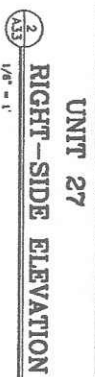
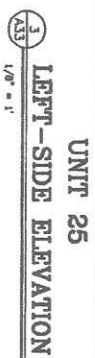
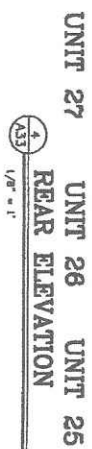


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reproduced or copied in any  
manner without the written  
consent of Fortune Architects.  
Sheet  
A32

Project 2005  
Date 3/6/06  
Revisions

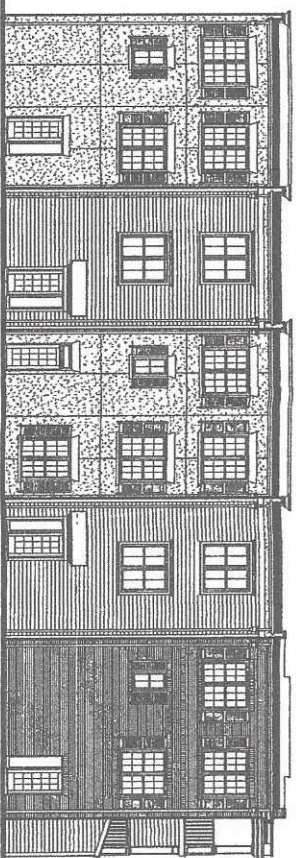
SHELOH VILLAGE  
HORIZONTAL  
PROPERTY  
REGIME  
CHARLESTON, SC  
BY  
MEETING STREET  
BROOKS & COMPANY  
MEETING STREET  
CORNER  
EXTERIOR ELEVATIONS  
BUILDING 5

Fortune  
Architects  
8510 McAlpine Park One  
Suite 204  
Charlotte, North Carolina  
704/393-3339  
704/393-5718 FAX



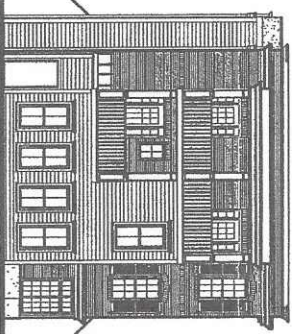
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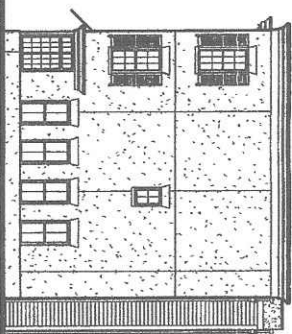
UNIT 32    UNIT 31    UNIT 30    UNIT 29    UNIT 28

4  
A34  
REAR ELEVATION



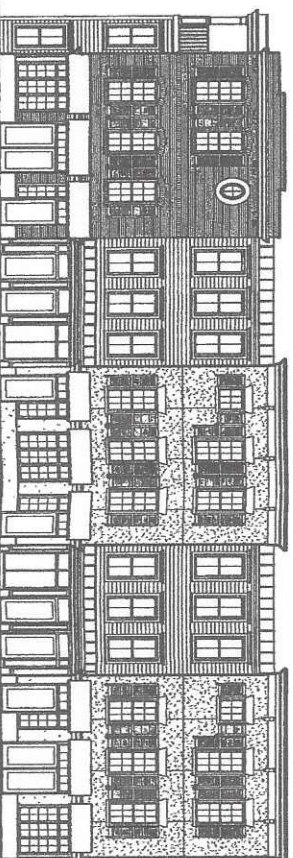
UNIT 28

3  
A34  
LEFT-SIDE ELEVATION



UNIT 32

2  
A34  
RIGHT-SIDE ELEVATION



UNIT 28    UNIT 29    UNIT 30    UNIT 31    UNIT 32

1  
A34  
FRONT ELEVATION

Exhibit D  
Architect's Certificate

THE UNDERSIGNED CERTIFIES THAT THE ELEVATIONS  
WITHIN REASONABLE CONSTRUCTION TO FINANCES, SHOW  
THE AREA AND LOCATION OF ALL CONDOMINIUMS WITHIN  
THE SHOREMORE VILLAGE HORIZONTAL PROPERTY REGIME.  
THE ELEVATIONS ARE ATTACHED AS EXHIBIT C TO THE  
WITHIN MASTER DEED.

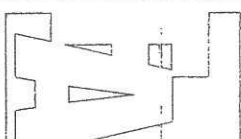
STATE OF SOUTH CAROLINA  
WILLIAM  
NEILL FORTUNE  
CHARLOTTE, N. C.  
# 2857  
REGISTERED ARCHITECT  
NEILL FORTUNE ARCHITECTS, P.A.  
6/18/07

State of North Carolina, County of

Notary  
Public in and for said county on this day hereby certify  
that William Neill Fortune personally appeared before me  
this day and acknowledged the due execution of  
the foregoing instrument and upon his oath sworn to  
the truth of the statements set forth therein. Witness my  
hand and Notarial seal this 18th day of June, 2007.



SCALE: 1" = 8'



**Fortune**  
Architects

850 Meadow Park Drive  
Suite 200  
Charlotte, North Carolina

704/365-3339  
704/364-6578 FAX

SHOREMORE VILLAGE  
HORIZONTAL  
PROPERTY  
REGIME

CHARLESTON, SC

BY  
MEETING STREET  
HOUS & CONCRETE

Meeting Street  
Content  
ENTIRE ELEVATIONS  
BUILDING 7

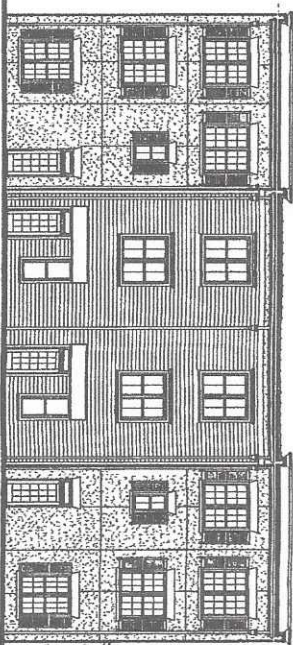
Project 12005  
Date 3/6/06  
Revisions

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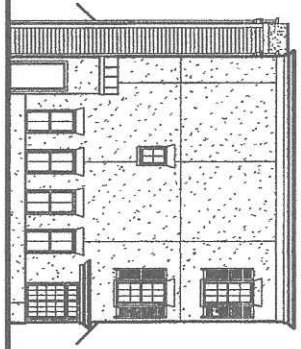
Sheet

A34

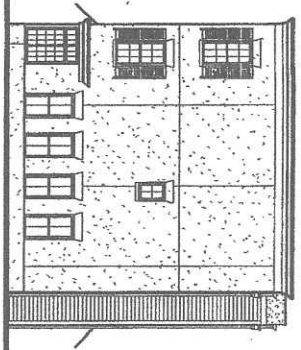




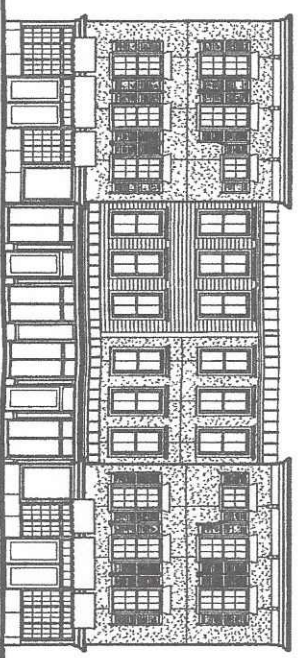
UNIT 33 UNIT 34 UNIT 35 UNIT 36  
REAR ELEVATION



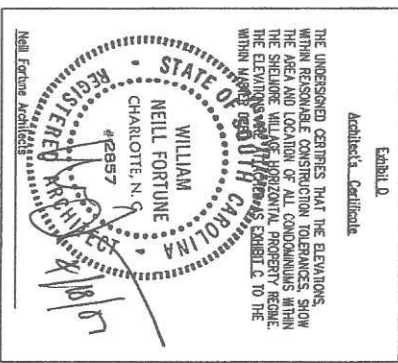
UNIT 36  
LEFT-SIDE ELEVATION



UNIT 33  
RIGHT-SIDE ELEVATION



UNIT 36 UNIT 35 UNIT 34 UNIT 33  
FRONT ELEVATION



State of North Carolina, County of Mecklenburg, I, *William Neil Fortune*, Notary Public in and for said county and state do hereby certify that William Neil Fortune personally appeared before me this date and acknowledged the due execution of the foregoing instrument and upon his oath, swore to the truth of the statements set forth therein. Witness my hand and Notary seal this 30th day of June, 2007.



A35

Sheet

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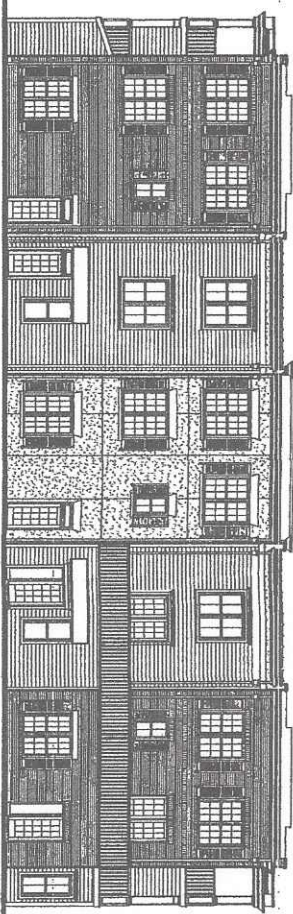
Project 12005  
Date 3/6/06  
Revisions

Meeting Street  
Content  
EXTERIOR ELEVATIONS  
BUILDING 8

SHILOH VILLAGE  
HORIZONTAL  
PROPERTIES  
REGIME  
CHARLOTTE, NC  
BY  
MEETING STREET  
HOUS & COMPANIES

704/359-3339  
704/354-5578 FAX

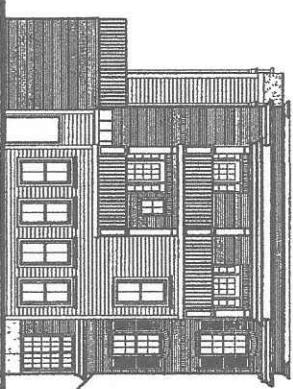
Fortune  
Architects  
8500 McAllister Park Drive  
Suite 204  
Charlotte, North Carolina



UNIT 37    UNIT 38    UNIT 39    UNIT 40    UNIT 41

**REAR ELEVATION**

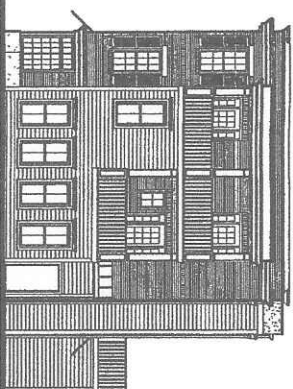
A36 1/8" = 1'



UNIT 41

**LEFT-SIDE ELEVATION**

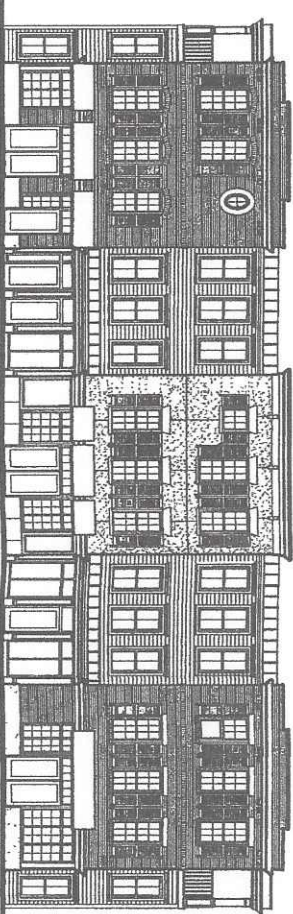
A36 1/8" = 1'



UNIT 37

**RIGHT-SIDE ELEVATION**

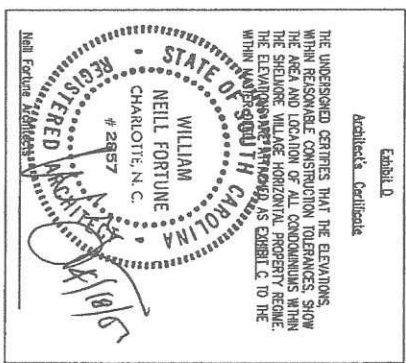
A36 1/8" = 1'



UNIT 41    UNIT 40    UNIT 39    UNIT 38    UNIT 37

**FRONT ELEVATION**

A36 1/8" = 1'



State of North Carolina, County of Mecklenburg, I, *William Neil Fortune*, Notary Public, do hereby certify that William Neil Fortune personally appeared before me this date and did acknowledge to me the execution of the foregoing instrument and upon his oath sworn to the truth of the statements set forth therein. Witness by my hand and Notarial seal this 19th day of June, 2007.

**Fortune Architects**  
8510 McQueen Park Drive  
Suite 204  
Charlotte, North Carolina

704/356-3339  
704/354-5578 FAX

**SEASHORE VILLAGE**  
HORIZONTAL  
PROPERTIES  
RENAME

CHARLESTON, SC  
BY  
MEETING STREET  
ROSES & COMPANY

Meeting Street  
Content:  
EXTERIOR ELEVATIONS  
BUILDING 9

Project 12005  
Date 3/6/06  
Revisions

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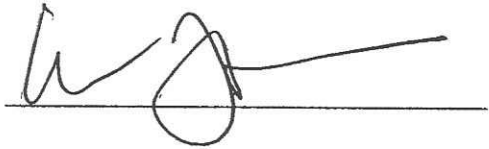
**A36**



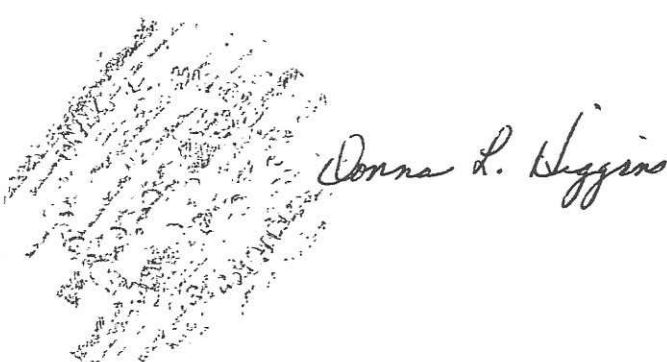
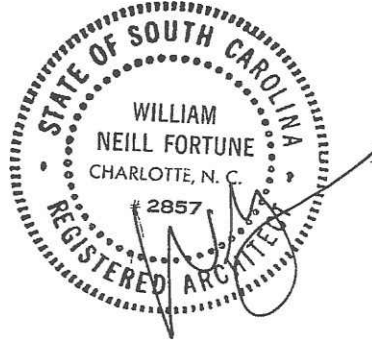
Exhibit D

Architect's Certificate

THE UNDERSIGNED CERTIFIES THAT THE FLOOR PLANS, WITHIN REASONABLE CONSTRUCTION TOLERANCES, SHOW THE AREA AND LOCATIONS OF ALL CONDOMINIUMS WITHIN THE SHELMORE VILLAGE HORIZONTAL PROPERTY REGIME. THE FLOOR PLANS ARE ATTACHED AS EXHIBIT C TO THE WITHIN MASTER DEED.



Neill Fortune Architects

A handwritten signature that reads "Donna L. Higgins". To the left of the signature is a large, dark, textured smudge or stamp.



## Exhibit E

### VALUES AT COMPLETION OF PHASED DEVELOPMENT

These values are fixed for the sole purposes of complying with the Act and do not necessarily reflect the market value, appraised value or any other value of the Unit or the Property. These assigned values shall in no way inhibit or restrict any owner of a Unit from fixing a different circumstantial value or sales price to his, her or its Unit in all types of acts or contracts.

CONDOMINIUMS	FLOOR PLAN	VALUE	VOTES & PERCENTAGES OF BASIC VALUES OF OWNERSHIP, COMMON ELEMENTS
<b><u>BUILDING 1</u></b>			
Unit 1	V	\$100	2.4391%
Unit 2	V	\$100	2.4391%
<b><u>BUILDING 2</u></b>			
Unit 3	V	\$100	2.4391%
Unit 4	C	\$100	2.4391%
Unit 5	G	\$100	2.4391%
Unit 6	V	\$100	2.4391%
<b><u>BUILDING 3</u></b>			
Unit 7	Vb	\$100	2.4391%
Unit 8	Gb	\$100	2.4391%
Unit 9	Cb	\$100	2.4391%
Unit 10	Gb	\$100	2.4391%
Unit 11	Gb	\$100	2.4391%
Unit 12	Vb	\$100	2.4391%
<b><u>BUILDING 4</u></b>			
Unit 13	Vb	\$100	2.4391%
Unit 14	Cb	\$100	2.4391%
Unit 15	Gb	\$100	2.4391%
Unit 16	Cb	\$100	2.4391%
Unit 17	Cb	\$100	2.4391%
Unit 18	Vb	\$100	2.4391%
<b><u>BUILDING 5</u></b>			
Unit 19	Vb	\$100	2.4391%
Unit 20	Gb	\$100	2.4391%
Unit 21	Cb	\$100	2.4391%
Unit 22	Gb	\$100	2.4391%
Unit 23 –Subdivided	Gb		
CC		\$50	1.21955%

RC		\$50	1.21955%
Unit 24-Subdivided	Cb		
CC		\$50	1.21955%
RC		\$50	1.21955%
<b><u>BUILDING 6</u></b>			
Unit 25	Cb	\$100	2.4391%
Unit 26	Gb	\$100	2.4391%
Unit 27	Vb	\$100	2.4391%
<b><u>BUILDING 7</u></b>			
Unit 28	Vb	\$100	2.4391%
Unit 29	Gb	\$100	2.4391%
Unit 30	Cb	\$100	2.4391%
Unit 31	Gb	\$100	2.4391%
Unit 32	Cb	\$100	2.4391%
<b><u>BUILDING 8</u></b>			
Unit 33	C	\$100	2.4391%
Unit 34	G	\$100	2.4391%
Unit 35	G	\$100	2.4391%
Unit 36	C	\$100	2.4391%
<b><u>BUILDING 9</u></b>			
Unit 37	V	\$100	2.4391%
Unit 38	G	\$100	2.4391%
Unit 39	C	\$100	2.4391%
Unit 40	Gb	\$100	2.4391%
Unit 41	Vb	\$100	2.4391%

**EXHIBIT F**  
**BYLAWS OF**  
**MEETING STREET AT SHELMORE PROPERTY OWNERS ASSOCIATION, INC.**

**ARTICLE I**  
**PURPOSE**

The Shelmore Village Council of Co-Owners, shall be organized as the Meeting Street at Shelmore Property Owners' Association, Inc., as non-profit corporation, mutual benefit corporation (hereinafter "Association") existing and organized under the South Carolina Non Profit Corporation Act of 1994 Title 33 Chapter 31 § 101 *et. seq.* of the South Carolina Code of Laws, 1976 (as amended) (hereinafter "the SC Non-Profit Corp. Act") has been organized for the purpose of administering the Shelmore Village Horizontal Property Regime established pursuant to the Horizontal Property Regime Act Title 27 Chapter 31 § 101 *et. seq.* of the South Carolina Code of Laws, 1976 (as amended) (hereinafter "Act"). The Bylaws shall govern the operation and administration of the Association.

**ARTICLE II**  
**DEFINITIONS**

All terms and phrases used herein shall have the same definition and meaning as set forth in Master Deed and /or in the Act and the SC Non Profit Corp. Act, and as follows, unless the context otherwise requires.

**Section 1.     Members.** All Co-Owners of the Property shall be members of the Association.

**Section 2.     Majority of Members.** Those Members owning 51% or more of the Values as set forth in Exhibit E of the Master Deed.

**Section 3.     Offices.** The Association shall be located in South Carolina and its principal office located at 42 Broad St., 2<sup>nd</sup> Floor Charleston, South Carolina 29403. The Association may have other offices as the Board of Directors for the Association may require from time to time.

**ARTICLE III**  
**MEMBERSHIP**

Each and every Unit Owner shall be a Member of the Association. Further, there shall be appurtenant to each Unit in the Condominium the number of votes corresponding to the Values assigned in Exhibit E to the Master Deed, which shall be voted collectively by the Member. Upon the sale, conveyance, devise or other transfer of any kind or nature of any Unit, the transferee shall automatically become a Member and the voting rights of such Member shall automatically pass to the transferee and the membership of the transferor immediately terminated whether any membership certificate or voting certificate be transferred or not; provided, however, the Association shall for all purposes be entitled to rely upon the right to membership and voting rights

**EXHIBIT F**



of the person shown as a Co-Owner of a Unit in its records until notified of such transfer by delivery of written notice thereof to the Secretary of the Association. Each and every Co-Owner of a Unit in the Condominium shall provide the Association with the name and mailing address of Mortgagee having a lien on his or her Unit by sending written notice thereof to the Secretary of the Association

#### ARTICLE IV MEETINGS; NOTICES, QUORUM, VOTING

**Section 1. Annual Meeting.** Each year the Directors shall hold the annual meeting of the Association on such day and at a time as the Board upon a majority vote, shall determine. Subsequent annual meeting of the Members shall be held thereafter at an hour and place as designated by the Board within 30 days of the same month and day of such meeting, set by the Board. Except as provided in Article VIII of these Bylaws, at the annual meeting, the Members shall elect the Directors of the Association. The annual meeting may also be for the transaction of such other business or action as may come before the Association.

**Section 2. Regular Meeting.** The Board of Directors may determine that a regular meeting of the Members is necessary for the administration of the regime. A majority of the Directors at any annual, special or regular meeting of the Board of Directors and where a quorum of the Directors is present may set establish the schedule of a regular meetings of the Association. Thereafter, the Secretary of the Association shall provide notice of the dates, hour and place of the regular meeting of the Association the Board of Directors has established.

**Section 3. Special Meeting.** At any time, prior to Grantor's Transfer of Control as provided in Article XXIV of the Master Deed, the Grantor may call a Special Meeting of the Members. Upon the Grantor's transfer of control to the Association, special meetings may be called by the Directors at any time it deems necessary, or at such time as five percent (5%) of the Co-Owners, in writing, call for a special meeting.

**Section 4. Notices.** All notices of meeting (annual or special) shall be in writing and shall be delivered by first class mail, e-mail, facsimile or hand delivery, to the address, email address, or facsimile number on record with Secretary of the Association. Except in the case of an emergency, all notices shall provide for not less than ten (10) days notice but not more than sixty (60) days notice of any meetings. A member may waive notice required by the Bylaws so long as the waiver is in writing and signed by the Member and included in the minutes or filed with the Secretary of the Association. A Member's attendance at a Meeting (annual, special or emergency) waives object to lack of notice or defective notice.

**Section 5. Quorum.** Unless otherwise provided herein, or in the Master Deed, the presence of Members representing one-half ( $\frac{1}{2}$ ) of the eligible votes of Members as set forth in Exhibit E, in person or proxy shall constitute a quorum for the purpose of transacting business. Where a quorum is present, the acts approved by a Majority of the Members present (in person or by proxy), shall constitute a decision of the Members and shall be binding upon the Members, except where approval by a greater percentage is required by the Act, the Master Deed or these Bylaws. If a quorum is not achieved, then a second meeting shall be called not later than sixty (60) days from the first meeting and the required quorum at the subsequent meeting shall be the Members present in person or by proxy, entitled to vote. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned

EXHIBIT F

meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members as prescribed in Section 2 of this Article.

**Section 6. Voting.** Each Co-Owner shall have a vote equal to his, her or its percentage ownership in the Common Areas or basic value of the Condominium Property as a whole, as set forth in Exhibit E of the Master Deed, except that no Co-Owner may vote at any meeting of the Association or be elected to serve as a Director of the Association if payment of such Co-Owner's assessment, fines or liens, on its Unit is delinquent for more than 30 days from its due date and the amount necessary to bring the account current has not been paid at the time of such meeting or election. There shall not be cumulative voting. If a Unit is owned by more than one person, the person entitled to cast the vote for such Unit shall be one of the record owners designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, limited liability company or similarly entity, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by the President, or Vice President and attested by the Secretary or of the Assistant Secretary of the entity that owns the Unit and filed with the Secretary of the Association. If a Unit is owned by a general partnership or limited partnership, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by all partners in the case of a general partnership and all general partners in the case of a limited partnership and filed with the Secretary of the Association. Such certificate shall be valid until revoked, until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned, and the association shall be entitled to rely upon the validity of any certificate presented to it and the authority of the signatory of such certificate without further duty of inquiry. A certificate designating the person entitled to cast the vote of a limited liability company or partnership ownership of a Unit, the vote appurtenant thereto shall not be exercised until the certificate of appointment designating the person entitled to cast the vote for the Unit has been filed with the Secretary of the Association. If such certificate is not on file, the vote of such Co-Owner(s) shall not be considered in determining the requirement for a quorum nor for any other purpose.

**Section 7. Proxies.** Votes may be cast in person or by proxy. A proxy may be made by a person entitled to vote and shall be valid for such period as provided by law, unless a shorter period is designated in the proxy. A vote may not be cast by proxy unless such proxy is in a form approved by the Association and filed with the Secretary of the Association before the appointed time of the meeting or any adjournment thereof

**Section 8. Action in Lieu of a Meeting.** Any action required by law to be taken at a meeting of the Association or any action which may be taken in a meeting of the Association may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all Members of the Association and further provided the same is not otherwise prevented by these Bylaws, the Master Deed or the Act.

## ARTICLE V

### BOARD OF DIRECTORS MEETING, POWERS, MANAGEMENT

**Section 1. General Powers.** The Board of Directors shall manage the Property, affairs and business of the Association. The Board may exercise all of the powers of the Association, whether derived from law, the Master Deed, the Articles of Incorporation, the rules and regulations or these Bylaw, except such powers as are expressly vested in another person by such sources. As more

EXHIBT F

specifically set forth in the Master Deed, the Board shall constitute the final administrative authority of the Association and all decisions of the Board shall be binding upon the Association. The Board may, by written contract, delegate, in whole or in part, to a Management Agent or Agents such of its duties, responsibilities, functions and powers, or those of any officer, as it determines are appropriate.

## **Section 2. Number and Tenure**

- 2.1. Grantor's Right to Appoint Directors.** For so long as Grantor owns ten (10) Units, the Board of Directors shall consist of not less than three (3) but no more than five (5) individuals as designated by Grantor from time-to-time. Such Directors appointed by the Grantor need not be Members of the Association.
- 2.2. Successor Board of Directors .** At such time as Grantor owns less than ten (10) Units, or such earlier time as the Grantor records a Supplement to the Master Deed waiving its authority to designate and appoint Director, the successor Board shall be selected as follows:
- 2.3. Election of Directors by the Association.** The successor Board shall consist of not less than three (3) no more than five (5) persons. The current Board of Directors for the Association shall constitute the Nominating Committee to nominate competent and responsible persons to serve as Directors of the Association. The President or Secretary of the Association shall cause notice to be given to all Members that a Special Meeting for the purpose of electing Directors shall be held at a designated time and place in Charleston County not earlier than ten (10) days after the date such notice is given. The notice shall contain the names of those persons recommended by the Nominating Committee to serve as Directors, and such notice shall provide that Co-Owners may make other nominations for the Board of Directors at the special meeting.

At the meeting and each subsequent election of Directors, each Co-Owner shall be entitled to cast, personally or by written proxy in form approved by the then-existing Board, such votes as are permitted by these By-Laws. After giving the Co-Owners (or proxy holders) attending such meeting the opportunity to nominate other persons, with a second by another Co-Owner or proxy holder, the Directors shall be elected by written secret ballot. Each Co-Owner shall be authorized to cast as many votes as the number of Directors to be elected.

- 2.4. Term of Office.** The election of the Director shall be by plurality, the number of nominees equal to the number of vacancies to be filled receiving the greatest number of votes being elected. However, in this first election of Directors the following terms shall apply: to create staggered terms:
  - 2.4.1. Three Directors.** If there are three (3) directors: the nominee receiving the highest vote will be elected for a (2) two year term and the the two nominees receiving the second and third highest votes shall be elected for a three (3) year term.
  - 2.4.2. Five Directors.** If there are five (5) directors, the three (3) nominees receiving the first, second, and third highest amount of votes will be elected for a three (3) year term and the nominees receiving the fourth and fifth highest amount of votes will be elected for a two (2) year term.



2.4.3. **Staggered Terms of Directors.** At the expiration of the terms of each respective Director, his successor shall be elected for a term of 2 years. Unless vacated soon, each Director shall hold office until the Director's term expires and a successor is elected.

**Section 3. Directors Annual Meetings.** An Annual meeting of the Board of Directors shall be held annually immediately following the annual meeting of the Members. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board, without notice to the Association.

**Section 4. Special Meetings.** Special meetings of the Board of Directors may be called by, or at the request of the President or any two (2) Directors, by giving notice thereof as provided in Section 9 of this Article II. Such persons calling a special meeting of the Board of Directors may fix any location as the place for holding such special meeting.

**Section 9. Notice to Directors.** When notice of any meeting of the Board of Directors is required, such notice shall be given at least five (5) days previous to such meeting by written notice delivered by hand, email, facsimile or U.S. First Class mail, at his address, e-mail address, or facsimile number as shown on the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited, postage prepaid, in the United States Mail in a properly addressed, sealed envelope. Any Director may waive notice of any meeting. A Director's attendance at a Board of Directors Meeting (annual, special or emergency) waives any objection to lack of notice or defective notice.

**Section 5. Quorum.** A majority, that is fifty-one (51%) of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but, if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at a meeting as originally called, may be transacted without further notice.

**Section 6. Manner of Acting.** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where approval by a greater number of offices is required by the Master Deed, these Bylaws, the Act, or the SC Non-Profit Act.

**Section 7. Compensation.** Directors as such shall not receive any stated salaries for their services, but, by resolution of the Board of Directors, any director may be reimbursed for his actual expenses incurred in the performance of his duties as Director, but nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

**Section 8. Informal Action by Directors.** Any action required or permitted by law to be taken at a meeting of Directors may be taken without a meeting with the consent of a Majority of the Directors, in writing, setting forth the action so taken and signed by the Directors and the same shall be filed with the Secretary of the Association as part of the corporate record

**Section 9. Removal of Directors.** Any Director may be removed from the Board of Directors, with or without cause, at a Special Meeting or Regular Meeting of the Members by a majority vote of the Members voting in person or by proxy at which a quorum is present. A successor to any removed Director may be elected at the same meeting at which the vacancy is created by the removal of

the Director. In the event of death or resignation of a Director, the vacancy shall be filled by a majority vote of the Members at a duly held meeting. A successor Director shall serve for the unexpired term of his or her predecessor.

## ARTICLE VI

### OFFICERS

The Directors of the Association shall elect among themselves annually a President, Vice President, and Secretary and Treasurer. The offices of Secretary and Treasurer may be held by the same person. All contracts, agreements, leases, tax, or other written undertakings shall be signed by two officers except as otherwise promulgated by the Directors.

**Section 1. President.** The President shall be the chief executive Officer of the Association. He or she shall preside at all meetings of the Association and the Board of Directors and shall have all of the powers and duties which are usually vested in the office of the President of the an Association, including but not limited to the power to appoint committees from among the Members from time to time, as the President may in his or her discretion determine appropriate to assist in the conduct of the affairs of the Association.

**Section 2. Vice President.** The Vice President shall, in the absence of the President or in the event of his or her death, inability or refusal act, shall perform the duties of the President and when so acting, shall have all the powers of an be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned by the President or the Association.

**Section 3. The Secretary-Treasurer.** The Secretary-Treasurer shall record the minutes of all proceedings of the Association. The Secretary-Treasurer shall attend to the giving and serving of all notices to the Members and other notices required by law. The Secretary-Treasurer shall have custody of all property of the Association, including funds, securities, and evidence of indebtedness. The Secretary-Treasurer shall keep the books of the Association in accordance with good accounting practices; and her or she shall perform all other duties incident to the office of Secretary-Treasurer.

## ARTICLE VII

### BOARD OF DIRECTORS POWERS AND DUTIES

All of the powers and duties of the "Council of Co-Owners" existing under the Act, the Master Deed, and these Bylaws shall be exercised exclusively by the Directors, its agents, contractors or employees, subject only to approval by the Co-Owners when such is specifically required by the law. The Directors shall have the power from time to time to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Condominium; provided, however, that such rules and regulations shall not be in conflict with the Act, Master Deed, or these Bylaws. The Directors may delegate to one of its Members or to a person employed for such purpose the authority to act on behalf of the Directors on such matters, which may arise between meetings of the Directors, as the Directors deem appropriate. In addition to the duties imposed by these Bylaws, the Master Deed, the Act, or by any resolution of the Association that may hereafter be adopted, the Directors shall on behalf of the Association:



- Section 1. Annual Operating Budgets.** Prepare and adopt an annual operating budget, in which there shall be expressed the annual assessments of each Co-Owner for the common expenses.
- Section 2. Operation and Upkeep of the Property.** Provide for the operation, care, upkeep and maintenance of all of the Property and services of the Condominium, make assessments against Co-Owners to defray the costs and expenses of the Association, establish the means and methods of collecting such assessments from the Co-Owners and establish the period of the installment payment of the assessment for common expenses.
- Section 3. Professional Management Company.** If deemed necessary or appropriate, may delegate and contract with a professional management company to manage the daily operations, maintenance, and upkeep of the Property, including the collection and enforcement of the collection of any Co-Owners' assessments.
- Section 4. Depositing funds.** Deposit funds and open bank accounts on behalf of the Association and designate the signatories thereon.
- Section 5. Rules and Regulations.** Make and amend the rules and regulations of the Association.
- Section 6. Enforce the Master Deed.** Enforce by legal means the provisions of the Master Deed, these Bylaws and the rules and regulations, and act on behalf of the Co-owners with respect to all matters arising out of this Master Deed.
- Section 7. Enforce the Collection of Assessments.** Collect the assessments against the Co-owners, deposit the proceeds and use the proceeds to carry out the administration of the Property in accordance with the Master Deed, Bylaws and the rules and regulations.
- Section 8. Maintaining and Obtaining Insurance.** Obtain and carry insurance against casualties and liabilities, as provided in the Master Deed and as applicable Directors and Officers or Errors and Omissions Insurance for the Board of Directors. The Board of Directors shall pay the premiums therefor and adjust and settle any claims thereunder.
- Section 9. Maintenance and Repair.** Make or contract for the making of repairs and improvements to the General Common Areas, Limited Common Areas and the Property in accordance with the Master Deed and, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.
- Section 10. Extraordinary Repairs.** Without out the consent of the Co-owners, make or contract for the making of repairs and improvements to the Buildings' General Common Areas that are the result of construction defects. The repairs and improvements resulting from construction defects shall be limited to that construction and work which was performed prior to December 28, 2012.
- Section 11. Indemnification.** Indemnify any Director, as required by the Articles of Incorporation, the South Carolina Non Profit Corporation Act of 1994, as Amended or the Master Deed.
- Section 12. Reserves for Replacement.** Analyze the reserves necessary to repair and replace the General Common Areas and Limited Common Areas of the Association.



**Section 13. Hiring and Firing of Personnel.** In its sole discretion, may designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the General Common Areas, Limited Common Areas and provide services for the Property and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of the Property.

**Section 14. Borrowing Money.** For any legal purpose, may borrow money on behalf of the Association when required in connection with any one instance relating to the operation, care, upkeep and maintenance of the General Common Area, Limited Common Areas and the Property.

**Section 15. Savings Clause.** Perform any other responsibility or duty which, by its general nature, would fall upon the Directors in their operation and administration of the Association as set forth in the Master Deed, or as a mutual benefit corporation under the South Carolina Non-Profit Corporation Act of 1994, as amended.

## **ARTICLE VIII VIOLATIONS**

**Section 1. Compliance.** Each Co-Owner, tenant and occupant of a Unit shall be governed by and shall comply with the terms of the Master Deed, these bylaws, any Rules and Regulations adopted thereunder and said documents as they may be amended from time to time. Failure to Comply therewith shall entitle the Association and/or other Co-Owners to relief including but not limited to an action to recover sums due for damages or injunctive relief, or both, which actions may be maintained by the Associations, or in a proper case by an aggrieved Co-Owner.

**Section 2. Notice of Violations.** The Directors shall notify a Co-Owner in violation of the Bylaws, the Master Deed, or the rules and regulations, and such notice shall be in writing and shall state the nature of a violation and any penalty, which shall be imposed. Except in the case of an emergency, such notice shall provide for at least ten (10) days for correction of the violation by the Co-Owner and a right to be heard. In the event the Co-Owner requests a hearing on the violation, then the Co-Owner shall be required to present a written request for the hearing to the Board of Directors prior to the expiration of the ten (10) days provided for correction of the violation. The hearing shall be held before the Directors in an executive session wherein the Co-Owner shall be provided a reasonable opportunity to be heard and after which the Directors shall rule on the violation. Anything to the contrary notwithstanding, the Directors shall be entitled to self help to the extent allowed by law on the enforcement of any violations of the By-Laws or Master Deed.

**Section 3. Co-Owner Liability.** A Co-Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by the act, neglect or carelessness of the Co-Owner or by that of the Co-Owner's guests, employees, agents, lessees, licenses, or invitees, but only to the extent that such expense is not paid from the proceeds of insurance rates occasioned by use, misuse, occupancy, or abandonment of a Unit or its appurtenances, or of the Common Elements.

**Section 4. Default by Co-Owner.** In any proceeding arising because of an alleged default by a Co-Owner under any provisions of the Master Deed or these Bylaws, or any Rules and Regulations adopted by the Association, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys fees as may be awarded by the Court. In such case, where the prevailing party is the Association, the recovery of the costs and attorneys fees shall be

**EXHIBT F**

deemed an assessment by the Association against the defaulting Co-Owner and if Co-owner should fail to pay this assessment the Association shall file in its favor a lien against the Co-Owner and said lien shall be subject to collection and enforcement as provided in the Master Deed.

**Section 5. Waiver.** The failure of the Association or any person to enforce any covenant, restrictions or other provisions contained in the Act, the Master Deed, these Bylaws, and/or the Rules and Regulations adopted pursuant hereto and said documents as they may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

## **ARTICLE IX BOOKS AND RECORDS**

The books and records of the Association shall be available for inspection at such reasonable location as the Directors designate. The Directors shall establish rules for the inspection and dissemination of the books and records, as well as reasonable fees and charges.

## **ARTICLE X AMENDMENT OF BYLAWS**

**Section 1. Grantor Right to Amend Bylaws.** The Grantor may amend the Bylaw at any time, and from time to time, if such amendment is necessary to comply with any governmental statute, rule or regulation, or to comply with a requirement of a title insurance company, or if required by any lender, or if it is necessary to provide for the proper development of the Horizontal Property Regime, or if the Grantor deems it necessary.

**Section 2. Co-Owners Right to Amend Bylaws.** The Co-Owners may amend the By-Laws by a vote of sixty-seven percent (67%) of the total vote. No amendment of the Bylaws shall be effective to remove the Grantor or the right of the Grantor to amend the Bylaws as long as the Grantor owns any Unit.

**Section 3. Proviso.** Provided, however, that no amendment shall not discriminate against any Co-Owner nor against any Unit or class of Units unless the Co-Owns so affected shall consent, which consent shall not be unreasonably withheld. No amendment shall be made which is in conflict with the Act, the Master Deed, or the provision in these Bylaws for the protection of mortgagees.

**Section 4. Execution and Recording.** A copy of each amendment with a certificate certifying that the amendment was duly adopted shall be executed by the Directors of the Association with the formalities of a deed. The amendment shall be effect when such certificate and a copy of the amendment are recorded in the RMC Office for Charleston County, South Carolina.

## **ARTICLE XI NON-LIABILITY AND INDEMNIFICATION OF DIRECTORS**

**Section 1. Non-Liability.** No Director of the Association shall be liable for acts, defaults, or neglects of any other Officer or Member or for any loss sustained by the Association or any Co-Owner, unless the same shall

**Section 2. Indemnity.** Every Director and agent of the Association shall be indemnified by the Association against all reasonable costs, expenses and liabilities (including reasonable counsel fees) actually and necessarily incurred by or imposed upon such Directors in connection with or resulting from any claim, action suit, procedure, investigation, or inquiry as to whatever nature in which he or she may be involved as a party or otherwise by reason of being or having been and Officer or agent

**EXHIBT F**

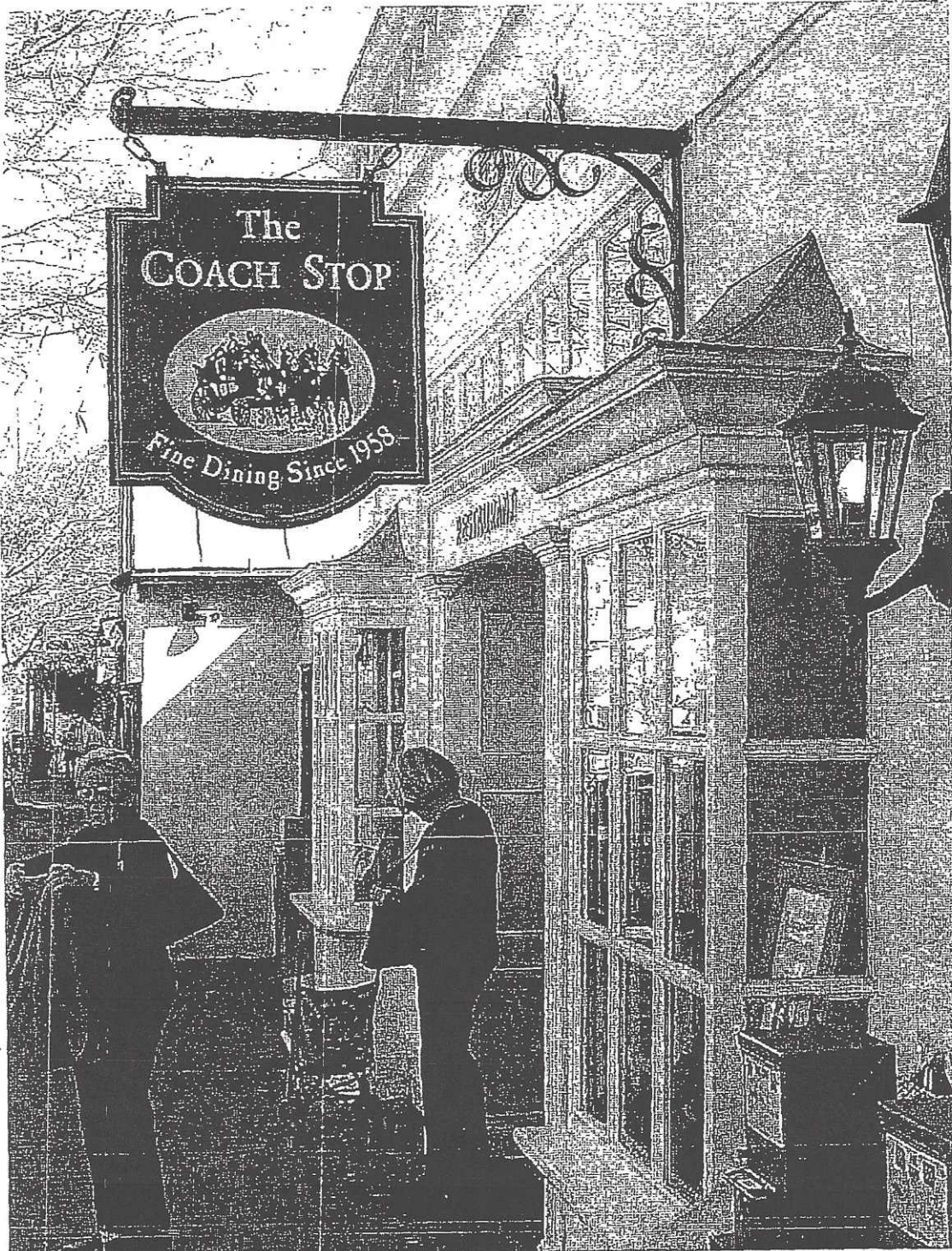
of the Association whether or not he or she continues to be such Officer or agent at the time of incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he or she shall be finally adjudged in such action, suit proceedings, investigation, or inquiry to be liable for willful misconduct or gross neglect in the performance of duties. The foregoing right of indemnification shall be in addition to and not in limitation of all other rights to which such person may be entitled as matter of law, and such shall inure to the benefit of the legal representative of such person.

## **ARTICLE XII**

### **PARLIAMENTARY PROCEDURE.**

All Meetings of the Board of Directors and the Association shall be governed by Robert's Rules of Order (latest edition) when not in conflict with the Articles of Organization and these Bylaws, the Master Deed, or with the laws of the State of South Carolina.







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**Exhibit I**  
**“AMENDMENT TO MASTER DEED TO SUBDIVIDE UNIT \_”**

**STATE OF SOUTH CAROLINA**

**COUNTY OF CHARLESTON**

**SHELMORE VILLAGE HORIZONTAL PROPERTY REGIME  
AMENDMENT TO MASTER DEED TO SUBDIVIDE UNIT \_\_\_\_**

**RECITALS**

**WHEREAS**, the Co-Owner or the Grantor, as the case may be, is the owner of Unit [XX] located in Building [XX] of the Shelmore Village Horizontal Property Regime ( “Regime”) established by Amended and Restated Master Deed of the Regime dated [MONTH DAY YEAR] and recorded on [MONTH DAY YEAR] in Book [XXXX] Page [XXX] in the Charleston County RMC Office.

**WHEREAS**, the Co-Owner or the Grantor desires to subdivide Unit [XX] in Building [XX] pursuant to Article X of the Amended and Restated Master Deed of the Regime.

**WHEREAS**, the Co-Owner or the Grantor of the Unit may, without the consent or vote of the Co-Owners, subdivide the Unit, and amend the Master Deed and record this amendment only with the respect to the subdivision of the Unit to establish that separate RC and CC Unit. No other amendment Master Deed incorporated herein, shall be given effect and shall be rendered void.

**WHEREAS**, the Co-Owner or the Grantor, as the case may be, has certified to the Meeting Street at Shelmore Property Owners’ Association, Inc. a non profit corporation ( “Association”) Board of Directors that it has established a separate electrical meter system affixed to the exterior of the Unit and a separate panel box located in the Residential Condominium Unit ( “RC”) and Commercial Condominium Unit ( “CC”) pursuant to Article X Section 2 of the Master Deed and a submeter system for the water for the RC and CC pursuant to Article X Section 3 of the Master Deed.

**NOW THEREFORE**, in consideration of the premises herein and pursuant Article X, the undersigned hereby declares as follows:

1. The Unit formerly known as Unit [XX] located in Building [XX], which is more fully described and depicted on Exhibit C shall be subdivided in to RC Unit [XX] and CC Unit [XX].
2. The value for Unit [XX] in Building [XX] was \$100.00 and its voting interest percentage of ownership interest in the common areas of 2.4391%. Exhibit E is hereby amended as follows, the of Co-Owner of RC Unit [XX] and CC Unit [XX] in Building [XX] shall now each have a value of \$50.00 and voting interest percentage of interest in the common areas a known as Unit [XX] located in Building [XX] of 1.2955%, respectively, unless otherwise indicated by a prior amendment to the Master Deed and **Exhibit E**.
3. As provided in Article X of Amended and Restated Master Deed, RC Unit [XX] and CC Unit [XX] in Building [XX] shall consist of the boundaries as described in Article X, access to the RC Unit and CC Unit shall be provided as described in Article X, and the RC Unit and CC Unit

**EXHIBT I**



owners shall either maintain separate or together those limited common areas as described in Article X, which are shared equally or are appurtenant to that individual Unit.

4. The RC Unit and CC Unit as established by this amendment shall be subject to special assessments as determined by the Board of Directors pursuant to Article X and Article XV of the Amended and Restated Master Deed.
5. Except as otherwise provided herein, all provisions of the Amended and Restated Master Deed shall control, all definitions used herein shall have the same meaning as in the Amended and Master Deed, and each RC Unit and CC Unit shall be subject to the Bylaws and Rules and Regulations of the Association.

[THIS SPACE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed  
this \_\_\_\_ day of \_\_\_\_\_, 2013

**WITNESSES**

**Co-Owner Grantor** (if other than individual name of  
entity and state organization)

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name (if other than individual name of agent and agent's  
title)

**WITNESSES**

**The Meeting Street at Shelmore Village Property  
Owners Association, Inc. a South Carolina Non-Profit  
Corporation**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
President of Council of Co-Owners

**STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON**

)  
)

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, Notary Public for the State of South Carolina, do hereby certify  
that [OWNER or IF OTHER THAN AN INDIVIDUAL NAME OF ENTITY AND DULY  
AUTHORIZED AGENT] , personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, [YEAR]  
and acknowledged the due execution of the foregoing instrument.

\_\_\_\_\_  
Notary Public for South Carolina  
My commission expires: \_\_\_\_\_

**STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON**

)  
)

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, Notary Public for the State of South Carolina, do hereby certify  
that President of the Shelmore Village Horizontal Property Regime, Council of Co-Owners,  
personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, [YEAR] and acknowledged the due  
execution of the foregoing instrument.

\_\_\_\_\_  
Notary Public for South Carolina  
My commission expires: \_\_\_\_\_

**EXHIBT I**

**EXHIBIT J**

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**Exhibit J**  
**“AMENDMENT TO MASTER DEED TO RECONSTITUTE UNIT \_”**

**STATE OF SOUTH CAROLINA**

**SHELMORE VILLAGE HORIZONTAL PROPERTY REGIME**  
**AMENDMENT TO MASTER DEED TO**  
**RECONSTITUTE UNIT \_\_\_\_**

**COUNTY OF CHARLESTON**

**RECITALS**

**WHEREAS**, the Co-Owners or the Grantor, as the case may be, is the owner of RC Unit [XX] and CC Unit located in Building [XX] of the Shelmore Village Horizontal Property Regime (“Regime”) established by Amendment to the Master Deed to Subdivide Unit [XX], dated [MONTH DAY YEAR] and recorded on [MONTH DAY YEAR] in the Charleston County RMC Office in Book [XXXX] Page [XXX]

**WHEREAS**, the Co-Owners of RC Unit [XX] and CC [Unit], as the case may be desire to reconstitute RC Unit [XX] and CC Unit [XX] in Building [XX] into a single Unit pursuant to Article X of the Amended and Restated Master Deed of the Regime.

**WHEREAS**, the Co-Owner or the Grantor the Unit may, without the consent or vote of the Co-Owners, reconstitute the Unit, and amend the Master Deed and record this amendment only with the respect to the reconstitution of the unit to establish that single Unit. No other amendment to the Master Deed incorporated herein, shall be given effect and shall be rendered void.

**NOW THEREFORE**, in consideration of the premises herein and pursuant Article X, the undersigned hereby declares as follows:

1. The RC Unit and CC Unit located in Building [XX] shall be reconstituted into Unit, originally described and depicted in Exhibit C.
2. The value for RC Unit [XX] and CC Unit [XX] in Building [XX] was \$50.00, respectively and its voting interest percentage of ownership interest in the common areas of was 1.2955%, respectively. The Schedule of Values, Exhibit E is hereby amended as follows, Unit [XX] in Building [XX] shall now have a value of \$100.00 and its voting interest and percentage of interest in the common areas shall now be 2.4391%, unless otherwise indicated by a prior amendment to Exhibit E and the Master Deed.
3. As provided in Article IV of the Amended and Restated Master Deed, Unit [XX] in Building [XX] shall consist of the boundaries as described in Article IV and described and depicted in the Floor Plans, Exhibit C to Master Deed, access to it Unit, and shall have those limited common areas appurtenant to its Unit areas as more fully described and depicted in Exhibit B, the Plot Plan and the Floor Plans, Exhibit C to the Amended and Restated Master Deed.
4. The Unit reconstituted established by this amendment shall be subject to special assessments as determined by the Board of Directors pursuant to Article X and Article XV of the Amended and Restated Master Deed.

**EXHIBIT J**

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5. The Association shall no longer have the obligation to monitor and assess the submeter for the Water or collect the amounts for water as a Special Assessment. All payments, fees, and monitoring of the water and the submeter for the water shall be the responsibility and obligation of the reconstituted Unit's Co-Owners.
6. Except as otherwise provided herein, all provisions of the Amended and Restated Master Deed shall control, all definitions used herein shall have the same meaning as in the Amended and Master Deed, and the Reconstituted Unit Owner shall be subject to the Bylaws and Rules and Regulations of the Association.

[THIS SPACE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 2013

**WITNESSES**

**RC Unit Co-Owner/ Grantor** (if other than individual name of entity and state organization)

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name (if other than individual name of agent and agent's title)

**WITNESSES**

**CC Unit Co-Owner/ Grantor** (if other than individual name of entity and state organization)

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name (if other than individual name of agent and agent's title)

**WITNESSES**

**The Meeting Street at Shelmore Village Property Owners Association, Inc. a South Carolina Non-Profit Corporation**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
President of Council of Co-Owners

**RC Unit Acknowledgment**

**STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON**

)  
)

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, Notary Public for the State of South Carolina, do hereby certify that [OWNER or IF OTHER THAN AN INDIVIDUAL NAME OF ENTITY AND DULY AUTHORIZED AGENT] , personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, [YEAR] and acknowledged the due execution of the foregoing instrument.

\_\_\_\_\_  
Notary Public for South Carolina  
My commission expires: \_\_\_\_\_

**EXHIBT J**



**CC UNIT Acknowledgment**

**STATE OF SOUTH CAROLINA                    )  
COUNTY OF CHARLESTON                    )**

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, Notary Public for the State of South Carolina, do hereby certify that [OWNER or IF OTHER THAN AN INDIVIDUAL NAME OF ENTITY AND DULY AUTHORIZED AGENT] , personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, [YEAR] and acknowledged the due execution of the foregoing instrument.

\_\_\_\_\_  
Notary Public for South Carolina  
My commission expires: \_\_\_\_\_

**President of the Council of Co-Owners Acknowledgment**

**STATE OF SOUTH CAROLINA                    )  
COUNTY OF CHARLESTON                    )**

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, Notary Public for the State of South Carolina, do hereby certify that President of the Shelmore Village Horizontal Property Regime, Council of Co-Owners, personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, [YEAR] and acknowledged the due execution of the foregoing instrument.

\_\_\_\_\_  
Notary Public for South Carolina  
My commission expires: \_\_\_\_\_

**EXHIBT J**

**EXHIBIT J**

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