

**BXB 585PG001**

**MASTER DEED  
OF  
WINDWARD POINT AT SEASIDE FARMS  
HORIZONTAL PROPERTY REGIME**

PREPARED BY AND UPON RECORDING RETURN TO

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MASTER DEED

OF

8KB 585PG002

WINDWARD POINT AT SEASIDE FARMS

HORIZONTAL PROPERTY REGIME

THIS MASTER DEED is made by Windward Point at Seaside Farms, LLC, a South Carolina limited liability company (hereinafter called the "Declarant"), having its principal place of business located at 325 Fallen Oak Court, Columbia, South Carolina 29229

WITNESSETH

WHEREAS, Declarant is the fee simple owner of that certain tract or parcel of land lying and being in Mount Pleasant, Charleston County, South Carolina, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter called the "Property"), and

WHEREAS, Declarant is in the process of planning or constructing certain improvements on the Property as shown on the Plat and the Plans which are referenced in Article 3 hereof, and

WHEREAS, Declarant wishes to create a horizontal property regime and submit the Property to the condominium form of ownership pursuant to the provisions of the South Carolina Horizontal Property Act, South Carolina Code of Laws (1976), Section 27-31-10, et seq, as amended (the "Act"), as the same is in effect on the date hereof and the terms and conditions hereinafter set out, and

WHEREAS, Declarant has duly incorporated Windward Point at Seaside Farms Owners Association, Inc as a nonprofit membership corporation under the laws of the State of South Carolina, and

NOW, THEREFORE, Declarant does hereby submit the Property to the condominium form of ownership pursuant to, subject to and in accordance with the provisions of the Act and the terms and conditions hereinafter set forth

ARTICLE 1

AKB 585PG003

NAME

The name of the residential housing development is Windward Point at Seaside Farms Horizontal Property Regime (hereinafter referred to as the "Regime")

ARTICLE 2  
DEFINITIONS

The terms used in this Master Deed, the By-Laws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Act or the South Carolina Nonprofit Corporation Act. Certain terms used in this Master Deed, the By-Laws, and the Articles of Incorporation shall be defined as follows:

2.1 "Act" shall be defined as the South Carolina Horizontal Property Act, South Carolina Code of Laws (1976), Sections 27-31-10, et seq, as amended from time to time.

2.2 "Articles of Incorporation" shall be defined as the Articles of Incorporation of Windward Point at Seaside Farms Owners Association, Inc., filed with the Secretary of State of South Carolina, as amended from time to time. A copy of the initial Articles of Incorporation is attached to this Master Deed as Exhibit "F" and incorporated herein by this reference.

2.3 "Annual Assessments" shall mean annual assessments imposed on Units other than Units owned by the Declarant as authorized by the provisions of Article 10 hereof.

2.4 "Association" shall be defined as Windward Point at Seaside Farms Owners Association, Inc., a South Carolina nonprofit corporation, its successors and assigns.

2.5 "Board of Directors" or "Board" shall be defined as the elected body responsible for management and operation of the Association as further described in the By-Laws.

2.6 "By-Laws" shall be defined as the By-Laws of Windward Point at Seaside Farms Owners Association, Inc., attached to this Master Deed as Exhibit "E" and incorporated herein by this reference.

2.7 "Common Elements" shall be defined as that portion of the property subject to this Master Deed which is not included within the boundaries of a Unit, as more particularly described in this Master Deed.

2.8 "Common Expense(s)" shall be defined as the expenses incurred or anticipated to be incurred by the Association for the general benefit of all Units, including, but not limited to (a) those expenses incurred for maintaining, repairing, replacing, and operating the Common Elements, including the Limited Common Elements, (b) expenses determined by the Association to be Common Expenses and which are lawfully assessed against Owners, (c) expenses declared

to be Common Expenses by the Act or Regime Instruments, and (d) reasonable reserves established for the payment of any of the foregoing

2 9 "Community-Wide Standard" shall be defined as the standard of conduct, maintenance, or other activity generally prevailing within the Regime Such standard may be more specifically determined by the Board

2 10 "Eligible Mortgagees" shall mean those holders of first Mortgages secured by Units in the Regime

2 11 "Limited Common Elements" shall be defined as a portion of the Common Elements reserved for the exclusive use of those entitled to occupy one (1) or more, but less than all, Units, as more particularly set forth in this Master Deed

2 12 "Maintenance Report" shall be defined as a the report prepared by a licensed architect, licensed engineer, and/or reserve specialist (as defined by the Community Association Institute) under the provisions of Section 10 7(a) below to outline the future maintenance needs and costs projections for the Association

2 13 "Majority" shall be defined as those eligible votes, Owners, or other group as the context may indicate totaling fifty one percent (51%) or more of the total eligible number

2 14 "Mortgage" shall be defined as any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance encumbering any Unit for the purpose of securing the performance of an obligation

2 15 "Mortgagee" shall be defined as the holder of any Mortgage

2 16 "Occupant" shall be defined as any Person occupying all or any portion of a Unit for any period of time, regardless of whether such Person is a tenant or the Owner of such property

2 17 "Owner" or "Unit Owner" shall be defined as each record title holder of a Unit within the Regime, but not including any Mortgagee

2 18 "Person" shall be defined as any individual, corporation, limited liability company, firm, association, partnership, trust, or other legal entity

2 19 "Plat" shall be defined as the plat of a survey referenced in Exhibit "B" describing the Regime

2 20 "Residential Unit" or "Unit" shall be defined as a Unit used for residential purposes as defined in Section 12 1

2 21 "**Regime**" shall be defined as Windward Point at Seaside Farms Horizontal Property Regime created by this Master Deed including any supplements or amendments to this Master Deed

2 22 "**Regime Instruments**" shall be defined as this Master Deed and all exhibits to this Master Deed, including the By-Laws, the Articles of Incorporation, the rules and regulations of the Association, and the Plat and Plans, all as may be supplemented or amended from time to time

2 23 "**Special Assessments**" shall mean special assessments imposed on Units other than Units owned by the Declarant under the provisions of Article 9 hereof

2 24 "**Specific Assessments**" shall mean specific assessments imposed on Units other than Units owned by the Declarant under the provisions of Article 9 hereof

2 25 "**Unit**" shall be defined as that portion of the Regime intended for individual ownership and use and for which a certificate of occupancy relating thereto has been issued, as more particularly described in this Master Deed and shall include the undivided ownership in the Common Elements assigned to the Unit by this Master Deed

**ARTICLE 3  
LOCATION, PROPERTY DESCRIPTION, PLATS AND PLANS**

The Regime subject to this Master Deed and the Act is located in Charleston County, South Carolina, being more particularly described in **Exhibit "A"** attached to this Master Deed, which exhibit is specifically incorporated herein by this reference. An initial site plan and parking plan relating to the Regime, being more particularly described in the attached **Exhibit "B"**, which exhibits are specifically incorporated herein by this reference (the "**Site Plan**") Unit designations, floor plans and elevations relating to the Regime, being more particularly described in the attached **Exhibit "C"**, which exhibit and plans are specifically incorporated herein by this reference (the "**Floor Plans**") (Site Plan and Floor Plans may be collectively referred to herein as "**Plans**") The Declarant shall have the right to file additional plats and plans from time to time as necessary or appropriate to further describe the Regime and Units or to comply with the Act. Further, the Declarant shall have the right to file additional plats and plans which modify or adjust a previously filed plat or plan as deemed necessary and appropriate by Declarant. The Plat and Plans are incorporated herein by reference as if the same were set forth in their entirety herein.

**ARTICLE 4  
UNITS AND BOUNDARIES**

The Regime will be initially divided into not more than twenty-four (24) separate Residential Units, the Limited Common Elements, and the Common Elements. Each Unit consists of a dwelling and its appurtenant percentage of undivided interest in the Common Elements as shown on **Exhibit "D"** attached to this Master Deed and incorporated herein by this reference. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Regime Instruments. The Units are depicted on the Plats and Plans. Each Unit includes that part of the structure which lies within the following boundaries:

4.1 Horizontal (Upper and Lower) Boundaries The horizontal boundaries of each Unit shall be the planes formed by the unfinished interior surfaces of the floors and ceilings of the Unit

To the extent that any chutes, flues, fireplaces, ducts, conduits, wires, load bearing walls, load bearing columns, or any other apparatus lies partially inside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit, all portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Limited Common Elements

In interpreting any deeds and plans, the existing physical boundaries of a Unit as originally constructed or of a Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in any deed or plan, regardless of settling or lateral movement of the building in which the Unit was located, and regardless of minor variance between the boundaries shown on the plans or in a deed and those of the Unit

The ownership of each Unit shall include, and there shall pass with each Unit as appurtenances thereto whether or not separately described in the conveyance thereof, that percentage of the right, title and interest in the Common Elements attributable to such Unit, together with membership in the Association and an undivided interest in the funds and assets held by the Association. Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit

4.2 Vertical Boundaries The parametrical or vertical boundaries of each Unit shall be the planes formed by the unfinished interior surfaces of the walls of the Unit. Entry doors, exterior doors and exterior glass surfaces, including, but not limited to, glass windows, glass doors or other exterior doors, serving the Unit shall be included within the boundaries of the Unit. Heating and air conditioning systems serving a single Unit (including any part of such system located outside the boundaries of the Unit), all duct work for heating and air conditioning systems and appliances and plumbing fixtures within a Unit shall be part of the Unit. Exterior door frames and window frames shall be deemed a part of the Common Elements

## ARTICLE 5 COMMON ELEMENTS

The Common Elements consist of all portions of the Regime not located within the boundaries of a Unit. Ownership of the Common Elements shall be by the Unit Owners as tenants-in-common. The percentage of undivided interest in and to the Common Elements attributable to each Unit shall be as set forth in Exhibit "D."

Such percentages of undivided interest may otherwise be altered only by the consent of all Owners and Mortgagees (or such lesser number of Owners and Mortgagees as may hereafter be prescribed by the Act) expressed in a duly recorded amendment to this Master Deed. The percentage of undivided interest of each Owner in the Common Elements is appurtenant to the Unit owned by the Owner and may not be separated from the Unit to which it appertains and

such appurtenance shall be deemed to be conveyed or encumbered or to otherwise pass with the Unit whether or not expressly mentioned or described in a conveyance or other instrument describing the Unit

The Common Elements shall remain undivided, and no Owner or any other Person shall have the right to bring any action for partition or division of the whole or any part thereof except as provided in the Act. Except as provided for Limited Common Elements or as otherwise provided herein, each Owner and the Association may use the Common Elements for the purposes for which they are intended, but no use shall enter or encroach upon the lawful rights of the other Owners. Each Owner and Occupant shall have a right and easement of use and enjoyment in and to the Common Elements (including the right of access, ingress and egress to and from the Unit over those portions of the Regime designated for such purpose), and such easement shall be appurtenant to and shall pass with the title to such Unit, subject to the rights of the Unit Owners to the exclusive use of the Limited Common Elements assigned to their respective Units and to the right of the Association to control the use and enjoyment of the Common Elements as provided by the terms of this Master Deed. Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit.

The Declarant hereby reserves, for the benefit of Declarant, its successors and assigns, a temporary non-exclusive easement over, across and under the Common Elements for the maintenance of sales and leasing offices, signs, and the reasonable use of the Common Elements for sales, leasing, marketing and construction purposes, including, without limitation, access, ingress and egress across, over and under the Common Elements for the purpose of further improving the Regime for purposes of marketing, leasing and sales, so long as Declarant owns any Unit primarily for the purpose of sale or lease. The Declarant further reserves, for the benefit of Declarant, its successors and assigns, the right to use any unsold Unit as a "model unit" for purposes of marketing, leasing and sales, so long as Declarant owns any Unit primarily for the purpose of sale or lease.

#### **ARTICLE 6 LIMITED COMMON ELEMENTS**

6.1 Designation The Limited Common Elements and the Unit(s) or Owner to which they are assigned, licensed, or owned by are

(a) to the extent that a deck, patio, porch or balcony, together with any enclosure therefor, serving a Unit is not within the boundaries of the Unit, the deck, patio, porch or balcony which is appurtenant to a Unit is assigned as Limited Common Element to the Unit having direct access to such deck, patio, porch or balcony,

(b) the doorsteps or stoops leading as access to a deck, patio, porch, or balcony are assigned as Limited Common Elements to the Unit to which the deck, patio, porch, or balcony is assigned,

(c) the storage space or spaces, if any, which are assigned to a Unit and which are specified by showing such assignment on the Plans or on the plat of survey or on a supplemental

plat of survey recorded in the Register's Office are assigned as Limited Common Elements to Units so designated on the plat or any supplemental plat,

(d) the portion of the Common Elements on which there is located any portion of the mechanical, electrical air conditioning or heating system exclusively serving a particular Unit or Units is assigned as Limited Common Element to the Unit or Units so served,

(e) any gas or electric meter which serves only one Unit is assigned as a Limited Common Element to the Unit so served, and

(f) each Unit is assigned one (1) mailbox which will be located in a mailbox area of the Regime

6.2 Assignment and Reassignment The Owners hereby delegate authorization to the Board, without a membership vote, to assign and to reassign Limited Common Elements, as the Board shall from time to time determine, in its sole discretion. Notwithstanding anything herein to the contrary, the Board is not authorized to assign or reassign the Limited Common Elements without the consent of Declarant for so long as the Declarant owns any portion of the Regime, and without the consent of the affected Unit Owner or Owners

## ARTICLE 7 ASSOCIATION MEMBERSHIP AND ALLOCATIONS

7.1 Membership All Owners, by virtue of their ownership of an interest in a Unit, excluding Persons holding such interest under a Mortgage, are members of the Association and, except as otherwise provided herein or in the By-Laws, shall be entitled to vote on all matters upon which members of the Association are entitled to vote pursuant to this Master Deed and the Act and in accordance with the By-Laws

7.2 Votes Subject to the provisions of the Regime Instruments, each Owner shall be entitled to cast one (1) weighted vote for each Unit in which such Owner holds the interest required for membership, which vote shall be appurtenant to such Unit. Each vote shall be weighted in accordance with the percentage of undivided interest in the Common Elements attributable to each Unit, as shown on Exhibit "D" attached hereto and by reference incorporated herein. For example, the Owner of Unit 101 is initially entitled to a weighted vote equating 4.167 votes, the Owner of Unit 102 is initially entitled to a weighted vote equating 4.167 votes, etc. No votes may be split, each Owner must vote his or her entire weighted vote on each matter to be voted on by the Owners. The total votes for the entire Regime shall equal one hundred (100) at all times

7.3 Allocation of Liability for Common Expenses Except as otherwise provided herein, each Unit is hereby allocated liability for Common Expenses apportioned in accordance with the percentage of undivided interest in the Common Elements appurtenant to the Unit, as shown on Exhibit "D".

(a) Except as provided below, or elsewhere in the Act or Regime Instruments, the amount of all Common Expenses shall be assessed against all the Units in accordance with the allocation of liability for Common Expenses described above

(b) The Board shall have the power to assess specifically pursuant to this Section as in its discretion it deems appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the right to exercise authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section.

(i) Any Common Expenses benefiting less than all of the Units or significantly disproportionately benefiting all Units may be specifically assessed equitably among all of the Units which are benefited according to the benefit received.

(ii) Any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Units or by the Occupant(s), licensees or invitees of any such Unit or Units may be specifically assessed against such Unit or Units.

For purposes of subsection (b) of this Section, nonuse shall constitute a benefit to less than all Units or a significant disproportionate benefit among all Units only when such nonuse results in an identifiable, calculable reduction in cost to the Association.

7.4 Unit and Property Values The Schedule of Unit Values and Property Interests contained in Exhibit "D" shows the assigned value of each Unit as of the date of this Master Deed and the respective percentage of undivided interest in the Common Elements attributable to each Unit, as required by Section 27-31-60 of the Act. The value of the Regime, for the sole purpose of Section 27-31-60 of the Act, is equal to the total value of all Units, which includes the value of the appurtenant percentage of undivided interests in the Common Elements and Limited Common Elements. The statutory values are not intended to coincide with fair market values, and are used solely for the statutory purposes indicated in Section 27-31-60 of the Act.

## ARTICLE 8 ASSOCIATION RIGHTS AND RESTRICTIONS

The Association shall have all of the rights set forth in this article in addition to, and not in limitation of, all other rights it may have pursuant to South Carolina law and this Master Deed.

8.1 Right of Entry The Association shall have the right to enter into Units for maintenance, emergency, security, or safety purposes, which right may be exercised by the Board, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit.

8.2 Rules and Regulations The Association shall have the right to make and to enforce reasonable rules and regulations governing the use of the Regime, including the Units, Limited Common Elements, and Common Elements.

8.3 Right of Enforcement The Association shall have the right to enforce use restrictions, provisions of the Master Deed and By-Laws, and rules and regulations by the imposition of reasonable monetary fines and suspension of use and voting privileges. These

powers, however, shall not be construed as limiting any other legal means of enforcing the use restrictions or rules and regulations of the Association. Any fines imposed in accordance with this Section 8.3 shall be considered an assessment against the Unit and may be collected in the manner provided for collection of other assessments.

8.4 Permits, Licenses, Easements, etc. The Association shall have the right to grant permits, licenses, utility easements, and other easements over, through and under the Common Elements without a vote of the Owners. Owners are subject to the terms of any exclusive or other arrangement entered into by the Association with regard to the grant of a permit, license, utility easement or other easement to any third party.

8.5 Right of Maintenance The Association shall have the right to control, manage, operate, maintain, improve and replace all portions of the Regime for which the Association is assigned maintenance responsibility under this Master Deed.

8.6 Property Rights The Association shall have the right to acquire, hold, and dispose of tangible and intangible personal property and real property.

8.7 Casualty Loss The Association shall have the right to deal with any insurance carrier in the event of damage or destruction as a result of casualty loss, condemnation or eminent domain, in accordance with the provisions of this Master Deed.

8.8 Governmental Entities The Association shall have the right to represent the Owners in dealing with governmental entities.

8.9 Common Elements The Association shall have the right to close temporarily any portion of the Common Elements for emergency, security, safety purposes or for any such other reasonable purpose as determined in the sole discretion of the Board, with no prior notice of such closing to the Owners, for a period not to exceed one (1) year. Furthermore, the Association shall have the right to permanently close any portion of the Common Elements (excluding Limited Common Elements) upon thirty (30) days prior notice to all Owners. Any portion of the Common Elements which has been permanently closed may be reopened by action of the Board or by the vote of Owners holding a majority of the votes cast at a duly called special or annual meeting.

## **ARTICLE 9 ASSESSMENTS**

9.1 Purpose of Assessment The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Units in the Regime as may be more specifically authorized from time to time by the Board.

9.2 Creation of the Lien and Personal Obligation for Assessments Each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) annual assessments or charges ("Annual Assessments"), (ii) special assessments ("Special Assessments"), and (iii) specific

assessments ("Specific Assessments"), all as herein provided. All such assessments, together with late charges, interest, costs, and reasonable attorney's fees actually incurred shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each assessment is made. Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as Mortgages are foreclosed under South Carolina law. Such amounts shall also be the personal obligation of each Person who was the Owner of such Unit at the time when the assessment fell due and may be collected in the same manner as other debts or liens are collected under South Carolina law. Each Owner and each successor-in-title to the Unit shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board, unless otherwise provided, the Annual Assessments shall be paid in equal monthly installments due on the first day of each calendar month. No Owner may exempt such Owner from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Elements, the Association's failure to perform its obligations required under this Master Deed, or inconvenience or discomfort arising from the Association's performance of its duties. The lien provided for herein shall have priority as provided in the Act.

Notwithstanding any other provision of this Master Deed, all Units owned by the Declarant shall be exempt from any and all assessments so long as such Units are owned by the Declarant.

9.3 Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(a) If any monthly installment of Annual Assessments or any part thereof is not paid in full when due or if any other charge is not paid when due, a late charge equal to the greater of ten dollars (\$10.00) or ten percent (10%) of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner and interest at the highest rate as permitted by the Act and adopted by resolution of the Board shall accrue from the due date ✱

(b) If part payment of assessments and related charges is made, the amount received shall be applied in the following order, and no restrictive language on any check or draft shall be effective to change the order of application:

(i) respectively, to any unpaid late charges, interest charges, and Specific Assessments (including, but not limited to, fines) in the order of their coming due,

(ii) to costs of collection, including reasonable attorney's fees actually incurred by the Association, and

(iii) to any unpaid installments of the Annual Assessment or Special Assessments in the order of their coming due.

(c) If assessments, fines or other charges or any part thereof due from an Owner are not paid when due, a notice of delinquency may be given to that Owner stating that if the assessment, fine or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board may accelerate and declare immediately due all of that Owner's unpaid installments of the Annual Assessment and of any Special Assessment. If an Owner fails to pay all assessments and related charges currently due within ten (10) days of the date of the notice of delinquency, the Board may then accelerate and declare immediately due all installments of the Annual Assessment and of any Special Assessment, without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the Annual Assessment in monthly installments for that fiscal year.

(d) If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Master Deed, the By-Laws, the Act and South Carolina law and suspend the Owner's and/or Occupant's right to vote and/or to use the Common Elements, provided, however, the Board may not limit ingress or egress to or from the Unit.

9.4 Computation of Operating Budget and Annual Assessment The Board has the obligation and duty, prior to the beginning of each fiscal year, to prepare a budget covering the estimated costs of operating the Regime during the coming year. The Board shall cause the budget and notice of the assessments to be levied against each Unit for the following year to be delivered to each member at least thirty (30) days prior to the end of the Association's fiscal year. The Annual Assessment for each Unit (other than Units owned by the Declarant) shall be equal to the amount of the budget approved by the Board multiplied by the percentage of ownership in the Common Elements owned by each Unit (other than Units owned by the Declarant). The budget and the Annual Assessment shall become effective unless disapproved at a duly called and constituted meeting of the Association by a vote of at least fifty-one (51%) of the total eligible voting power of the Association and the Declarant (so long as the Declarant owns any portion of the Regime), provided, however, if a quorum is not obtained at the such meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at the meeting. Units owned by the Declarant shall not be subject to Annual Assessments or Special Assessments so long as such Units are owned by the Declarant. So long as the Declarant has the right to appoint and remove any member or members of the Board under the provisions of Article 20 below, Declarant shall have the option, but shall not be required to, loan funds to the Association to make up any deficits in the budget and shall have the option of charging interest on all funds advanced to the Association used to fund such deficits.

Notwithstanding the foregoing, in the event that the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. In such case, the Board may propose a new budget at any time during the year at a special meeting of the Association. The proposed budget and Annual Assessment shall be delivered to the members at least thirty (30) days prior to the proposed effective date thereof and at least seven (7) days prior to the special meeting. The approval procedure set forth above for budgets considered at annual meetings shall also apply to budgets considered at special meetings.

9 5 Special Assessments In addition to the Annual Assessment provided for in Section 9 2 above, the Board may, at any time, and in addition to any other rights it may have, levy a special assessment against all Owners as, in its discretion, it shall deem appropriate. The special assessment shall become effective by a vote of at least fifty-one (51%) of the total eligible voting power of the Board and Notice of any such special assessment shall be sent to all Owners prior to becoming effective. Notwithstanding the above, for so long as the Declarant owns any portion of the Regime, all Special Assessments must be consented to by the Declarant prior to becoming effective.

9 6 Specific Assessments The Board shall have the power to specifically assess expenses of the Association against Units (a) receiving benefits, items, or services not provided to all Units within the Regime that are incurred upon request of the Owner of a Unit for specific items or services relating to the Unit or (b) that are incurred as a consequence of the conduct of less than all Owners, their licensees, invitees, or guests. The Association may also levy or specifically assess any Unit to reimburse the Association for costs incurred in bringing the Unit into compliance with the provisions of the Master Deed (as may be amended), the Articles, the By-Laws, and rules, provided the Board gives prior notice to the Unit Owner and an opportunity for a hearing.

9 7 Capital Budget and Contribution

(a) Within two (2) years of the expiration of the Declarant's right to appoint and remove any member or members of the Board described in Section 20 1 below, the Board shall commission a licensed architect, licensed engineer and/or reserve specialist (as defined by the Community Association Institute) to perform a study of the projected capital needs of the Association and the Property for a five (5) year period and to prepare a Maintenance Report. The Association shall fund the capital needs identified in such study with a portion of the Annual Assessment. Every five (5) years thereafter, the Board shall commission a licensed architect, licensed engineer and/or reserve specialist (as defined by the Community Association Institute) to perform a study of the projected capital needs of the Association and the Property for a five (5) year period and shall fund the capital needs identified in such study.

(b) The Board shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall use the Maintenance Report as the basis for the Capital Budget. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget. The capital contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided in Section 9 4 of this Article. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget. At the closing on the transfer or sale of any Unit after the initial transfer of a Unit by the Declarant, the purchaser of such Unit shall deliver to the Association a capital contribution equal to ¼% (or 0 0025) of the total purchase price for such Unit which shall be deposited into the capital account for the Association.

9 8 Date of Commencement of Assessments The obligation to pay assessments shall commence as to a Unit on the date on which such Unit is conveyed to a Person other than the Declarant. The first Annual Assessment levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit.

9 9 Statement of Account Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Unit, or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Unit. The Association shall respond in writing within ten (10) days of receipt of the request for a statement, provided, however, the Association may require the payment of a reasonable fee as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Unit as of the date specified therein.

9 10 Capitalization of Association Upon acquisition of record title to a Unit by the first Owner thereof other than the Declarant, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to two (2) months of the Annual Assessments. This amount shall be in addition to, not in lieu of, the Annual Assessment and shall not be considered an advance payment of such assessment. The Association may use the funds to cover operating expenses and other expenses incurred by the Association pursuant to this Master Deed and the By-Laws. The working capital contribution set forth herein is in addition to the required capital contribution set forth in Section 10 7 of this Article.

9 11 Surplus Funds and Common Profits Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the option of the Board, be distributed to the Owners, credited to the next assessment chargeable to the Owners in proportion to the liability for Common Expenses attributable to each Unit, or added to the Association's reserve account.

9 12 Maintenance Reserve Account Prior to giving up terminating its right to appoint directors as provided in the Master Deed, the Declarant will deliver a proposed capital maintenance budget to the Association identifying items which should be funded in order to maintain the Property (the "Maintenance Report") Unless disapproved by Members holding at least sixty-seven percent (67%) of the total eligible voting power of the Association after termination of Declarant's right to appoint directors as provided in the Master Deed, the Association shall include in its capital budget for each year an annual contribution to a maintenance reserve account for the Regime to fund all items recommended in the Maintenance Report. The Association is explicitly required to fund (through Annual Assessments or Special Assessments) and maintain such Maintenance Reserve Account for benefit of the Regime in accordance with the specifications of such Maintenance Report. The obligation of the Association to fund and maintain the Maintenance Reserve Account in accordance with the Maintenance Report shall survive the expiration of the Declarant's right and ability to appoint members of the Board as discussed in Section 21 1 of the Master Deed.

ARTICLE 10  
INSURANCE

DNB 585PG015

10.1 Insurance The Association shall obtain and maintain at all times, as a Common Expense, insurance as required by law and as required herein. All such insurance coverage shall be written in the name of the Association as trustee for itself, each of the Owners, and the Mortgagees of Owners, if any. It shall be the duty of the Board at least every three (3) years to conduct an insurance review to determine if the policy in force is adequate to meet the needs of the Association. Such insurance shall run to the benefit of the Association, the respective Unit Owners, and their respective Mortgagees, as their interests may appear.

(a) To the extent reasonably available at reasonable cost, the Association's insurance policy may cover any of the following types of property contained within a Unit, regardless of ownership:

(i) fixtures, improvements and alterations that are part of the buildings or structure, and

(ii) appliances which become fixtures, including built-in refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping appliances.

If such insurance is not reasonably available, the Association's insurance policy may exclude improvements and betterments made by the individual Unit Owners and may also exclude the finished surfaces of perimeter and partition walls, floors, and ceilings within the Unit (i.e., paint, wallpaper, paneling, other wall covering, tile, carpet and any floor covering, provided, however, floor covering does not mean unfinished hardwood or unfinished parquet flooring), but each Owner shall have the right to obtain additional coverage for such improvements, betterments, or personal property at his or her own expense. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals at least the full replacement costs.

(b) The Board shall utilize every reasonable effort to secure a master policy covering physical damage in an amount equal to full replacement costs of all improvements located on the Regime that will provide the following:

(i) that the insurer waives its rights of subrogation of any claims against the Board, officers of the Association, the individual Owners, and their respective household members,

(ii) that the master policy on the Regime cannot be canceled, invalidated, or suspended on account of the conduct of any director, officer, or employee of the Association or the managing agent without a prior demand in writing delivered to the Association and to all Mortgagees of Units to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured,

(iii) that any "no other insurance" clause contained in the master policy shall expressly exclude individual Unit Owners' policies from its operation,

(iv) that until the expiration of thirty (30) days after the insurer gives notice in writing to the Mortgagee of any Unit, the Mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Unit Owners, the Board, or any of their agents, employees, or household members, nor be canceled for nonpayment of premiums,

(v) that the master policy may not be canceled or substantially modified without at least thirty (30) days prior notice in writing to the Board and all Mortgagees of Units,

(vi) a construction code endorsement,

(vii) an inflation guard endorsement, and

(viii) that the all other peril deductible amount per occurrence shall not exceed such amount as determined by the Board

(c) All policies of insurance shall be written with a company licensed to do business in the State of South Carolina and holding a rating of XI or better in the Financial Category as established by A M Best Company, Inc, if available, or, if not available, the best rating available. The company shall provide insurance certificates to each Owner and each Mortgagee upon request

(d) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board, provided, however, no Mortgagee having an interest in such losses shall be prohibited from participating in the settlement negotiations, if any, related thereto

(e) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees. Each Unit Owner shall notify the Board of all structural improvements made by the Unit Owner to his Unit. Any Unit Owner who obtains an individual insurance policy covering any portion of the Regime, other than improvements and betterments made by such Owner, shall file a copy of such individual policy or policies with the Board within thirty (30) days after the purchase of such insurance. Such Owner shall also promptly notify, in writing, the Board in the event such policy is canceled

(f) In addition to the insurance required herein above, the Board shall obtain as a Common Expense

(i) worker's compensation insurance if and to the extent necessary to meet the requirements of law,

(ii) public liability and officers' and directors' liability insurance in such amounts as the Board may determine, but in no event less than One Million (\$1,000,000.00) Dollars per occurrence (such insurance shall contain a cross liability endorsement),

(iii) fidelity bonds, if reasonably available, covering officers, directors, employees, and other persons who handle or are responsible for handling Association funds

Such bonds, if reasonably available, shall be in an amount which in the best business judgment of the Board reflects the estimated maximum amount of funds, including reserve funds in the custody of the Association at any time during the term of the bond, but not less than two (2) months aggregate assessments, plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation, provided, however, fidelity coverage herein required may be reduced based on the implementation of financial controls which take one or more of the following forms (1) the Association or management company, if any, maintains a separate bank account for the working capital account and the reserve account, each with appropriate access controls and the bank in which the funds are deposited sends copies of the bank statements directly to the Association, (2) the management company, if any, maintains separate records and bank accounts for each Association that uses its services and the management company does not have the authority to draw checks on, or to transfer funds from, the Association's reserve account, or (3) two (2) members of the Board must sign any check written on the reserve account,

(iv) flood insurance, to the extent that it is required by law or the Board determines it to be necessary, and

(v) such other insurance as the Board may determine to be necessary

(g) Insurance carried by the Association as a Common Expense shall not include part of a Unit not depicted on the Plats and Plans, nor shall the Association include public liability insurance for individual Owners for liability arising within the Unit. Nothing contained herein gives any Owner or other party a priority over the rights of first Mortgagees as to distribution of insurance proceeds

(h) Every Unit Owner shall be obligated to obtain and maintain at all times insurance covering those portions of his or her Unit to the extent not insured by policies maintained by the Association. Upon request by the Board, the Unit Owner shall furnish a copy of such insurance policy or policies to the Association. In the event that any such Unit Owner fails to obtain insurance as required by this subsection, the Association may purchase such insurance on behalf of the Unit Owner and assess the cost thereof to the Unit Owner, to be collected in the manner provided for collection of assessments under Article 9 hereof

(i) In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the person or persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected owner's portion of the total cost of repair. Notwithstanding this, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Unit Owner shall be responsible for paying the deductible pertaining to his or her Unit, if any. If any Owner or Owners fail to pay the deductible when required under this subsection, then the Association may pay the deductible and assess the cost to the Owner or Owners pursuant to Article 9 of this Master Deed

**ARTICLE 11  
REPAIR AND RECONSTRUCTION**

In the event of damage to or destruction of all or any part of the Regime insured by the Association as a result of fire or other casualty, the Board or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure. Notwithstanding the above, the Association may elect not to proceed with reconstruction and repair if Owners holding eighty percent (80%) of the total votes in the Association, and Eligible Mortgagees representing at least fifty-one (51%) of the Units subject to a Mortgage, so decide.

11.1 Cost Estimates Immediately after a fire or other casualty causing damage to the Regime, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged Unit) to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

11.2 Source and Allocation of Proceeds If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the additional costs shall be assessed against all Owners in proportion to each Owner's respective undivided interest in the Common Elements. This assessment shall not be considered a special assessment. If there is a surplus of funds after repair and reconstruction is completed, such funds shall be common funds of the Association to be used as directed by the Board.

11.3 Plans and Specifications Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Regime was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original plans and specifications are approved by the Board. To the extent insurance proceeds are available, the Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty.

11.4 Encroachments Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Regime was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.

11.5 Construction Fund The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Section to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board.

**ARTICLE 12**  
**ARCHITECTURAL CONTROL**

**OKB 585P6019**

12 1 Architectural Standards Except for the Declarant and except as provided herein, no Owner, Occupant, or any other person may make any encroachment onto the Common Elements or Limited Common Elements, or make any exterior change, alteration, or construction (including painting and landscaping), nor erect, place or post any object, sign, antenna, playground equipment, light (except for reasonable seasonal decorative lights during the applicable seasonal period), storm door or window, artificial vegetation, exterior sculpture, fountain, flag, or thing on the exterior of the buildings, in any windows, on any Limited Common Elements, or any other Common Elements, without first obtaining the written approval of the Board. The standard for approval of such improvements shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing buildings and the location in relation to surrounding structures and topography. Applications for approval of any such architectural modification shall be in writing and shall provide such information as the Board may reasonably require. The Board or its designated representative shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction which is not in conformance with approved plans. The Board may publish written architectural standards for exterior and Common Elements alterations or additions, and any request in substantial compliance therewith shall be approved, provided, however, each such requested change shall be in harmony with the external design of the existing buildings and Units and the location in relation to surrounding structures and topography. The Board may allow such encroachments on the Common Elements and Limited Common Elements as it deems acceptable.

In the event that the Board fails to approve or to disapprove such application within forty-five (45) days after the application and all information as the Board may reasonably require have been submitted, its approval will not be required and this subsection (a) will be deemed complied with, provided however, even if the requirements of this subsection are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Master Deed, the By-Laws, or the rules and regulations.

12 2 Condition of Approval As a condition of approval for a requested architectural change, modification, addition, or alteration, an Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration. In the discretion of the Board, an Owner may be required to verify such condition of approval by written instrument in recordable form acknowledged by such Owner.

12 3 Limitation of Liability Review and approval of any application pursuant to this Section is made on the basis of aesthetic considerations only and the Declarant and the Board shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. The Declarant, the Association, the Board, and the members of any of the foregoing shall not be held liable for any injury, damages or loss arising out of the manner or quality of approved construction or modifications to any Unit.

12.4 No Waiver of Future Approvals Each Owner acknowledges that the members of the Board will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. The approval of the Board of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

12.5 Enforcement Any construction, alteration, or other work done in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board if said authority has been delegated by the Declarant to the Association or Declarant's right has expired or been surrendered, Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Board shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs thereof, including reasonable attorney's fees, may be assessed against the Unit and collected as an assessment pursuant to this Master Deed. In addition to the foregoing, the Board shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Section and its decisions. Any exterior change, alteration, or construction (including landscaping) upon the Common Elements made by an Owner in violation of this Master Deed shall be at such Owner's sole risk and expense. The Board may require that the Owner remove the change, alteration, or construction and restore the Common Elements to its original condition, or may require that the change, alteration or construction remain on the Common Elements without reimbursement to the Owner for any expense incurred in making the change, alteration or construction.

### **ARTICLE 13 USE RESTRICTIONS**

Each Owner of a Unit shall be responsible for ensuring that the Owner's family, invitees, guests, tenants and Occupants comply with all provisions of the Regime Instruments and the rules and regulations of the Association. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, invitees, guests, tenants or Occupants, as a result of such Person's violation of the Regime Instruments, the Association may take action under this Master Deed against the Owner as if the Owner committed the violation in conjunction with the Owner's family, invitees, guests, tenants or Occupants. Use restrictions regarding the use of Units and the Common Elements are as follows and also as may be adopted by the Board in accordance with the terms hereof and as specified in the By-Laws.

13.1 Residential Units All Units shall be used for residential purposes and for ancillary home office uses. A home office use shall be considered ancillary so long as (a) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from

outside the Unit, (b) the activity conforms to all zoning requirements for the Regime, (c) the activity does not involve regular or unreasonable visitation of the Unit by clients, customers, suppliers, or other invitees, or door-to-door solicitation of residents of the Regime, (d) the activity does not increase traffic or include frequent deliveries within the Regime other than deliveries by couriers, express mail carriers, parcel delivery services and other such delivery services, (e) the activity is consistent with the primarily residential character of the Regime and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Regime, as may be determined in the sole discretion of the Board, and (f) the activity does not result in a materially greater use of Common Element facilities or Association services. No other business, trade, or similar activity shall be conducted upon a Unit without the prior written consent of the Board. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

The leasing of a Unit shall not be considered a business or trade within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant or a builder approved by the Declarant with respect to its development and sale of the Regime or its use of any Units which it owns within the Regime.

13.2 Alteration of Units Subject to the other provisions of this Master Deed, Unit Owners may make alterations to the interiors of their Units, relocate the boundaries between adjoining Units, and subdivide their Units as follows:

(a) Alterations of the Interiors of the Units If any Owner acquires an adjoining Unit, such Owner may (subject to the prior written approval of the Mortgagees of the Units involved, the prior written approval of the Board, and, for so long as the Declarant owns a Unit, the prior written approval of the Declarant) remove all or any part of any intervening partition or to create doorways or other apertures therein, notwithstanding the fact that such partition may, in whole or part, be part of the Common Elements, so long as no portion of any load bearing wall or column is materially weakened or removed and no portion of any Common Elements is damaged, destroyed or endangered, other than that partition and any chutes, flues, conduits, wires or other apparatus contained therein which shall be relocated by such Owner if such facilities serve any other part of the Regime. The alterations permitted by this subsection shall not be deemed an alteration or relocation of boundaries between adjoining Units.

(b) Relocation of Boundaries For so long as Declarant owns one or more Units, boundaries between adjoining Units may be relocated only with the prior written consent of the Declarant. The Declarant shall have the right to relocate boundaries between Units owned by the Declarant or its affiliates without the approval of the Association, and the Declarant, without the need for further Owner approval, may execute any required amendment to the Master Deed on the Association's behalf pertaining thereto.

(c) Subdivision of Units An Owner may subdivide his or her Unit only with the prior written consent of the Association acting through the Board and, for so long as the Declarant owns a Unit, the prior written consent of the Declarant. Notwithstanding the above, the Declarant shall have the right to subdivide Units owned by the Declarant or its affiliates without the approval of the Association, and the Declarant, without the need for further Owner approval, may execute any required amendment to the Master Deed on the Association's behalf pertaining thereto. Notwithstanding anything in this Master Deed to the contrary, any amendment required to provide for subdivision of Units shall set forth the restated percentage interest in the Common Elements attributable to each Unit created by the subdivision, the total of which must equal the percentage interest attributable to the Unit that existed before subdivision. The Owners hereby delegate authorization to the Board or, the Declarant, for so long as the Declarant owns a Unit, without a membership vote, to restate the percentage interest for purposes of this subsection, in its sole discretion. Notwithstanding anything herein to the contrary, the Board is not authorized to restate the percentage interest in the Common Elements of a subdivided Unit without the consent of the Declarant, for so long as the Declarant owns any portion of the Regime.

13.3 Use of Common Elements There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on, or removed from any part of the Common Elements without the prior written consent of the Board, except as specifically provided herein. This prohibition shall not apply to the Declarant. With the prior written approval of the Board, and subject to any restrictions imposed by the Board, an Owner or Owners may reserve portions of the Common Elements for use for a period of time as set by the Board. Any such Owner or Owners who reserve a portion of the Common Elements as provided herein shall assume, on behalf of himself/herself/themselves and his/her/their guests, Occupants and family, all risks associated with the use of the Common Elements and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

13.4 Use of Limited Common Elements Use of the Limited Common Elements is restricted exclusively to the Owners of the Unit to which such Limited Common Elements are assigned, and said Owner's family members, guests, invitees, and Occupants. The Limited Common Elements are reserved for exclusive use, but are a part of the Common Elements, and the restrictions applicable to the Common Elements shall also apply to the Limited Common Elements.

13.5 Prohibition of Damage, Nuisance and Noise Without the prior written consent of the Board, nothing shall be done or kept on the Regime, or any part thereof, which would increase the rate of insurance on the Regime or any Unit or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

Noxious, destructive or offensive activity shall not be carried on upon the Regime. No Owner or Occupant of a Unit may use or allow the use of the Unit or any portion of the Regime at any time, in any way or for any purpose which may endanger the health or unreasonably annoy or disturb or cause embarrassment, discomfort, or nuisance to other Owners or Occupants,

or in such a way as to constitute, in the sole opinion of the Board, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights. Notwithstanding anything to the contrary herein, no Owner or Occupant of a Unit may use or allow the use of the Unit, the Common Elements or the Limited Common Elements in any manner which creates noises between the hours of 11 00 p m and 7 30 a m which can be heard by persons in another Unit that will, in the sole discretion of the Board, interfere with the rights, comfort or convenience of the other Owners or Occupants.

No Owner shall do any work which, in the reasonable opinion of the Board or its designee, would jeopardize the soundness or safety of the Regime or any structure created thereon, would reduce the value thereof, or would impair any easement or other interest in real property thereto, without in every such case the unanimous, prior written consent of all members of the Association and their Mortgagees. No damage to or waste of the Common Elements, or any part thereof, or of the exterior of any building shall be permitted by any Owner or member of his or her family or any invitee or guest of any Owner. Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner, members of his or her family, guests, invitees, or Occupants of his or her Unit.

**13 6 Firearms and Fireworks** The display or discharge of firearms or fireworks on the Common Elements is prohibited, provided, however, that the display of lawful firearms on the Common Elements is permitted for the limited purpose of transporting the firearms across the Common Elements to or from the Owner's Unit. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

**13 7 Pets** No Owner or Occupant of a Residential Unit may keep more than a total of two (2) (in any combination) dogs or cats. An Owner or Occupant may keep in his or her Unit a number of smaller, generally recognized household pets, such as fish or hamsters, subject to such rules and regulations as may be adopted by the Board. No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose. Pets may not be left unattended outdoors or kept unattended outdoors, including on any terrace or balcony areas. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while on the Common Elements. The owner of the pet or the person responsible for the pet must remove any feces left upon the Common Elements or Limited Common Elements by pets.

**13 8 Parking** The Board may promulgate rules and regulations restricting parking on the Regime, including restricting the number of vehicles which any Owner or Occupant may bring onto the Regime and designating or assigning parking spaces to Owners. This Section 13 9 shall not prohibit an Owner or Occupant from having service vehicles park temporarily on the property if otherwise in compliance with this Section 13 8 and the rules and regulations adopted by the Board.

If any vehicle is parked on any portion of the Regime in violation of this Section 13 8 or in violation of the Association's rules and regulations or in violation of Section 6 1(c), the Board may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and

telephone number of the person or entity which will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If, twenty-four (24) hours after such notice is placed on the vehicle, the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the Owner or user of the vehicle.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Unit, is obstructing the flow of traffic, is parked other than in a parking space, is parked in a space which has been assigned or is owned as a Limited Common Element exclusively serving another Unit, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed in accordance with this subsection, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

13.9 Abandoned Personal Property Abandoned or discarded personal property, other than an automobile as provided for in Section 13.9, is prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Common Elements or Limited Common Elements without the prior written permission of the Board.

If the Board or its designee, in its sole discretion, determines that property is kept, stored, or allowed to remain on the Common Elements or Limited Common Elements in violation of this section, then the Board may remove and either discard or store the personal property in a location which the Board may determine.

Prior to taking any such action, the Board shall place a notice on the personal property and/or on the front door of the Unit of the owner of such property, if known, specifying the nature of the violation and stating that after two (2) days the property may be removed and either discarded or stored. The notice shall include the name and telephone number of the person or entity which will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

If two (2) days after such notice is placed on the personal property and/or the front door of the Unit, the violation continues or thereafter occurs again within six (6) months of such notice, the personal property may be removed in accordance with the original notice, without further notice to the owner or user of the personal property.

Notwithstanding anything to the contrary, the Board, in its discretion, may determine that an emergency situation exists, and the personal property abandoned or stored in violation of this subsection may, without prior notice to the owner or user of the personal property, be removed and either discarded or stored by the Board in a location which the Board may determine, provided, however, the Board shall give to the owner, if known, notice of the removal of the property and the location of the personal property within three (3) days after the personal property is removed.

If personal property is removed in accordance with this subsection, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage resulting from the removal activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to remove abandoned or improperly stored personal property, as set forth herein.

13 10 Heating of Units in Colder Months In order to prevent breakage of water pipes during colder months of the year resulting in damage to any portion of the Regime, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained with the heat in an "on" position and at a minimum temperature setting of fifty-five degrees (55°) Fahrenheit (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach thirty-two degrees (32°) Fahrenheit or below. Owners and Occupants of Units shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair. At any time during the months specified above when the heating equipment is not working properly, the Unit Owner or Occupant shall immediately inform the Association of this failure of the equipment and of the time needed to repair the equipment. The Board may fine any Owner or Occupant and/or may cause the water service to the violator's Unit to be discontinued for violation of this subsection, in addition to any other remedies of the Association. Any fine imposed pursuant to this subsection shall be deemed an assessment against the Unit and may be collected in the same manner as provided herein for collection of assessments.

13 11 Signs Except as may be required by legal proceedings, no signs, advertising posters, billboards, canopy or awnings, or any variation of the foregoing of any kind shall be erected, placed, or permitted to remain on the Regime without the prior written consent of the Board or its designee. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association and to enact reasonable rules and regulations governing the general placement of signs on the Regime. Notwithstanding the restrictions contained in this section, the Declarant may approve and erect signs for the purpose of carrying on business related to the development, improvement and sale of Units in the Regime, and such signs shall not be subject to approval or regulation by the Association or by the Board.

13 12 Rubbish, Trash, and Garbage All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements or Limited Common Elements outside the Unit, temporarily or otherwise, except as provided herein. Rubbish, trash, and garbage shall be disposed of in closed plastic bags and placed in proper receptacles designated by the Board for collection or shall be removed from the Regime. Garbage to be recycled shall be disposed of as instructed by the Board.

13 13 Impairment of Units and Easements An Owner shall not directly or indirectly engage in any activities or work that will impair the structural soundness or integrity of another Unit, Limited Common Element, or Common Element or impair any easement or other interest in real property, nor shall an Owner engage in any activities or allow any condition to exist which will adversely affect any other Unit, Limited Common Element, or Common Element or their Owners, Occupants or licensees.

13 14 Unsightly or Unkempt Conditions The pursuit of hobbies or other activities, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Regime Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the Unit

13 15 Garage Sales Garage sales, yard sales, flea markets, or similar activities are prohibited

13 16 Window Treatments Unless otherwise approved in writing by the Board, all windows which are part of a Unit shall have window treatments and any portion thereof visible from outside the Unit shall be white or off-white in color

13 17 Antennas and Satellite Equipment Unless otherwise approved in writing by the Board, and subject to any relevant federal, state or local law, no Owner, Occupant, or any other Person shall place or maintain any type of exterior television or radio antenna, or satellite equipment on the Regime This provision shall not, however, prohibit the Association from constructing or maintaining a central antenna or communications system on the Regime for the benefit of its members Notwithstanding the foregoing, the Association shall regulate antennas, satellite dishes, or any other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind only in strict compliance with all federal laws and regulations

13 18 Elevators The Board shall have the right to promulgate rules and regulations regarding use of any elevators

13 19 Time Sharing Notwithstanding anything herein to the contrary, no Unit shall be used for or subject to any type of Vacation Time Sharing Ownership Plan, Vacation Time Sharing Lease Plan, or Vacation Time Sharing Plan, as defined by the South Carolina Code of Laws, Section 27-32-10, et seq, as amended, or any subsequent laws of the State of South Carolina dealing with a vacation time share ownership or leasing plan, unless the Owner of said Unit has obtained the prior written approval of the Board and, for so long as the Declarant owns a Unit, the prior written consent of the Declarant

#### **ARTICLE 14 LEASING**

The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Master Deed and By-Laws, in order to enforce the provisions of this Article

14 1 Definition "Leasing," for purposes of this Master Deed, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument

14 2 Leasing Provisions Leasing of Units shall be governed by the following provisions

(a) General Units may be leased only in their entirety. No fraction of portion may be leased without prior written approval of the Board. All rentals must be for a term of at least one (1) year.

(i) Form of Lease All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The form of lease shall specifically incorporate the provisions of this Article 14 of the Master Deed. The Board may maintain and, upon request, provide a lease form which is deemed acceptable. The Board may require that any lease of any Unit use the lease form maintained by the Board. If the Board requires the use of a specific form, no Unit may be leased using any other form of lease.

(ii) Security Deposit A \$1,000 security deposit from the lessee shall be submitted to the Board with the lease form for Board approval. If approved by the Board, the security deposit will be held by the Association in escrow without interest for the term of the lease. The deposit shall be maintained throughout the lease period to be used by the Association to repair any damage done by lessee to the common areas of the Regime. Should damages exceed the deposit amount, the owner of the leased Unit (the "Leased Premises" or "Leased Unit") shall be responsible for collecting the funds necessary to pay any damage costs and restore the security deposit. This deposit, or any remaining amount thereof, shall be returned to the lessee after an inspection of the Leased Premises has been conducted or within thirty (30) days after the expiration of the lease. If lessee vacates in less than one year, \$500 of the security deposit shall be forfeited to the Association.

(iii) Subleasing There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board which approval the Board may withhold in its sole discretion.

(iv) Residential Purposes Only No Residential Unit shall be used for any commercial purpose, nor shall it be rented or leased for transient or hotel purposes.

(v) Copies of Master Deed, By-Laws and Rules and Regulations Within seven (7) days after executing a lease agreement for the lease of a Unit, the Unit Owner (sometimes hereinafter referred to as the "Landlord") shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Unit Owner shall provide the lessee with copies of the Master Deed, By-Laws together with any and all exhibits, schedules, or certificates thereto (the "Regime Documents") and the Rules and Regulations (the "Regime Rules"). If the Unit Owner fails to provide the lessee with a copy of Regime Documents and the Regime Rules, the Unit Owner shall be subject to a fine by the Association of at least \$500. The Board shall have the authority to increase such fine and shall be entitled to treat the fine as an assessment against the Unit.

(vi) Every Lease of a Unit shall incorporate a provision indicating that the lessee of the Leased Premises has received a copy of this Article 14 and agreeing to abide by the provisions of this Article 14. Failure by the lessee of the Leased Premises to acknowledge receipt of a copy of this Article 14 and to agree to abide by its terms shall constitute a material event of default under the lease and shall entitle the Association or the Owner of the Leased Premises to terminate the lease immediately.

(b) Compliance with Master Deed, By-Laws, and Regime Rules, Use of Common Elements, and Liability for Assessments Any lease of a Unit (the "Lease") shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner and each lessee, by occupancy of a Unit, covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant on the Unit

(i) Compliance with Regime Documents and Regime Rules The lessee shall comply with all provisions of the Regime Documents, and Regime Rules adopted pursuant thereto and shall control the conduct of all other occupants and guests of the Leased Unit in order to ensure compliance with the foregoing. The Owner shall cause all occupants of his or her Unit to comply with the Regime Documents, and the Regime Rules adopted pursuant thereto, and shall be responsible for all violations by such occupants, notwithstanding the fact that such occupants of the Unit are fully liable and may be sanctioned for any violation of the Regime Documents and Regime Rules adopted pursuant thereto. In the event that the lessee, or a person living with the lessee, violates the Regime Documents or a Regime Rule for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine shall be assessed against the lessee in accordance with Article 3, Section 3 23 of the By-Laws. If the fine is not paid by the lessee within the time period set by the Board, the Board may assess the fine against the Owner and the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute an assessment and lien against the Unit.

Any violation of the Regime Documents or Regime Rules adopted pursuant thereto by the lessee, any occupant, or any person living with the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with South Carolina law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Regime Documents and the Regime Rules adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. In the event the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be an assessment and lien against the Unit.

(ii) Use of Common Elements Except where the Owner also occupies the Unit, the Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements of the Regime, including, but not limited to, the use of any and all recreational facilities. Landlord and Tenant acknowledge that the Association reserves the right to withhold from Tenant access to Common Element amenities in the event that Tenant fails to comply with any of the provisions of the Regime Documents or the Regime Rules.

(iii) Liability for Assessments When a Unit Owner who is leasing his or her Unit fails to pay any annual special, or specific assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency,

and, upon request by the Board, lessee shall pay to the Association all unpaid annual, special, and specific assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under this Master Deed as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(iv) Subject to Regime Documents and Regime Rules The Lease is subject to and consistent with the provisions of the Regime Documents and the Regime Rules, as the same may be amended from time to time. In the event of any inconsistency between the Lease and the provisions of the Regime Documents and Regime Rules, the provisions of the Regime Documents and Regime Rules shall prevail. The right of Tenant to use and occupy the Leased Premises shall be subject and subordinate in all respect to the provision of the Master Deed, the By-Laws, and such Regime Rules as the Board of Directors of the Association may promulgate from time to time.

(v) Tenant Acknowledgment of Receipt of Regime Documents and Regime Rules Tenant acknowledges receipt of a copy of the Master Deed, the By-Laws and the Regime Rules of the Regime. Tenant acknowledges that Tenant's failure to comply with the terms of the Master Deed, the By-Laws or the Regime Rules shall constitute a material breach of the Lease Agreement.

(vi) Condition of Leased Premises, Repairs, Use of Leased Premises

(a) Tenant shall acknowledge that the Leased Premises are in condition permitting habitation with reasonable safety and Tenant accepts said Leased Premises in such condition. Tenant agrees to keep the Leased Premises in a good, clean condition, to make no use or occupation of the Leased Premises other than as stated herein, to make no alterations, additions, or changes in the said Leased Premises or the fixtures thereof (nor to permit such to occur) without the written consent of the Landlord and the Board, to commit no waste thereon, to obey all laws, ordinances, and the Regime Documents and Regime Rules affecting the Leased Premises, not to do or keep, or suffer to be or kept, upon the Leased Premises, anything which will increase the cost of the Regime's or the Landlord's policy or policies of fire and/or hazard loss insurance coverage for the Leased Premises, and to surrender the Leased Premises at the termination hereof in like condition as when taken, reasonable wear and tear excepted.

(b) In addition to the foregoing, Tenant specifically agrees that the use of the Leased Premises shall conform to the following:

(1) Move-In All move-in and move-out of persons or belongings must be scheduled in advance with the management office, must be

accompanied by a completed registration form, and are subject to the imposition of charges as established by the Board

(2) Association's Inspection Right The Board, or its authorized agents, shall have the right to enter the Leased Premises to make inspection of and to correct any conditions affecting another unit or a common element upon reasonable prior notice to the Landlord or Tenant and at a reasonably convenient time to all parties. In the event that the Board receives no response to a request for entry pursuant to this Paragraph (2) or if the request for entry is denied by either the Landlord or the Tenant, the Board or its designee shall have the right, hereby granted, to effect entry by whatever means is reasonable, and such entry shall not be deemed a trespass. The cost of any entry made pursuant to this Paragraph (2) and repairs necessary because of said entry shall be assessed against the Landlord and may be collected in the same manner as any other lawful assessment.

In the event of any emergency threatening life or property, no notice or request for entry shall be required and the cost of said entry and any repairs shall be borne by the appropriate party under the circumstances as shall be determined by the Board. Any emergency entry necessary shall not be deemed a trespass.

(3) Remedies of the Association The owner of the Leased Premises and Tenant acknowledge that the Association is a third party beneficiary of the Lease and that the Board shall, after thirty (30) days written notice to the owner of the Leased Premises, have the power to terminate the Lease as if it were the owner of the Unit, or to bring summary proceedings to evict the Tenant in the name of the owner of the Unit in the event of a default by the Tenant in the performance of the terms of the Lease or the Regime Documents and Regime Rules, and the owner of the Unit hereby appoints the Board and its agents as his or her attorney-in-fact to take all such actions that it deems appropriate on his or her behalf. All costs and attorney's fees incurred by the Regime to evict the Tenant will be assessed against the Unit and the owner thereof.

(4) Landlord Responsible for Assessments Landlord and Tenant acknowledge that it is the responsibility of the Landlord to pay all fees and assessments charged against the Unit here leased in accordance with the Regime Documents and Regime Rules. In case of nonpayment of assessments or other charges by Landlord, the Association, or its authorized agent, is hereby authorized by Landlord to collect all delinquent assessments and charges directly from Tenant and Tenant is hereby granted by Landlord the right to deduct such amounts paid to the Regime from the rental due Landlord.

(5) Binding Effect It is mutually understood and agreed that all the covenants and agreements contained herein shall be binding upon and inure to the benefit of their heirs, personal representatives, successors and assign of the Landlord, Tenant, and the Association. Further, the parties agree that all the covenants and agreements contained herein shall be deemed to be part of the Lease itself and incorporated entirely within the Lease as if included therein originally. Further, the parties agree that, in case of conflict between the Lease and Article 14 of the Master Deed, the provisions of Article 14 of the Master Deed shall prevail. Further, the parties agree that the singular shall include the plural and the male gender.

include the female, or both male and female, whenever the context shall so require. In the event that two or more persons or entities are listed above as Tenants, the liability of such persons or entities shall be joint and several.

(6) Default It is understood and agreed that any failure by Tenant to conform with the foregoing shall constitute a default under the Regime Documents which may be cured by Landlord in the manner set forth in the Lease and which may be further cured by the Association in the manner set forth in Paragraph (3) hereof.

(vii) Tenant acknowledges that Tenant is required to obtain and maintain a renter's insurance policy (HO-4) which provides both property damage and liability coverage for Tenant during the term of the lease. The liability coverage provided by said policy shall be not less than \$300,000.00 or such higher amount as shall be set by the Board. Failure by a Tenant to obtain or maintain renter's insurance will be deemed a material breach of the Lease. Landlord acknowledges and states for the benefit of the Association that he is responsible for ensuring that the Tenant obtains and maintains the proper renter's insurance policy referenced above. In the event that the Tenant fails to obtain or maintain a renter's insurance policy (HO-4), the Landlord acknowledges that he or she is personally liable for any damage which is not covered by the Association's master casualty insurance policy or Landlord's insurance policy, if any. In addition, Landlord acknowledges and states for the benefit of the Association that in the event of an insured loss to a Unit, or Common Element, under the Association's master casualty insurance policy, if the loss is caused by anything in a Unit or for which the Landlord as the Unit Owner has the maintenance, repair or replacement responsibility, then the deductible shall be paid by that Unit Owner without regard to the negligence of the Unit Owner or his or her tenant, guest or invitee. The cost of the deductible shall constitute a lien upon the Unit and collected in the same manner as an assessment.

In the event of an insured loss to a Unit, or Common Element, under the Association's master casualty insurance policy, and the loss is caused by anything in a Unit for which the Unit Owner has the maintenance, repair or replacement responsibility, then the deductible shall be paid by the Owner. The cost of the deductible shall constitute a lien upon the Unit and collected in the same manner as an assessment.

Landlord and Tenant acknowledge and agree that in the event of an insured loss under the Association's master casualty insurance policy caused by the negligence or willful misconduct of Tenant, the insurance carrier has the ability and the right to subrogate any and all claims against the Tenant.

Landlord and Tenant shall provide the Board or its designated agent with a copy of a certificate evidencing the renter's insurance policy (HO-4) providing both property damage and liability coverage for Tenant as required herein prior to Tenant occupying the Unit. At all times while the Lease is in effect, Landlord and Tenant shall provide the Association or its designated agent with a certificate showing that the required insurance is in effect. Failure to provide such a certificate timely shall constitute an event of default by the Tenant under the Lease and shall also entitle the Association to impose a fine on the Landlord.

(viii) Landlord and Tenant state for the benefit of the Association that there shall be no other Tenants or occupants of the Leased Premises except as named herein Unit Owner and Tenant acknowledge that the number of persons in the proposed Tenant household shall not be greater than is permitted by either the Lease or the county occupancy requirements

(ix) The Owner of the Leased Premises shall be required to provide the Association with the Owner's current mailing address, and must notify the Association of any change of Owner's address within seven (7) days

(x) If the Owner of the Leased Premises does not maintain residency within a one hundred (100) mile radius of the Regime, Owner shall designate the individual or company named below to have legal authority to act on behalf of the Owner in all matters relating to the rental of said Unit Owner shall file a current power of attorney, Management Contract or other suitable evidence of compliance with this requirement with the Association's management office

Name of company \_\_\_\_\_

**ARTICLE 15  
SALE OF UNITS**

A Unit Owner intending to make a transfer or sale of a Unit or any interest in a Unit shall give written notice to the Board of such intention within seven (7) days after execution of the transfer or sales documents The Unit Owner shall furnish to the Board as part of the notice (i) the name and address of the intended grantee, and (ii) such other information as the Board may reasonably require This Article shall not be construed to create a right of first refusal in the Association or in any third party

Within seven (7) days after receiving title to a Unit, the purchaser of the Unit shall give written notice to the Board of his or her ownership of the Unit Upon failure of an Owner to give the required notice within the seven-day time period provided herein, the Board may levy fines against the Unit and the Owner thereof, and assess the Owner for all costs incurred by the Association in determining his or her identity

**ARTICLE 16  
MAINTENANCE RESPONSIBILITY**

16.1 By the Owner Each Owner shall have the obligation to maintain and keep in good repair all portions of his or her Unit and all improvements made to the Limited Common Elements assigned to the Unit This maintenance responsibility shall include, but not be limited to the following window locks, all doors, doorways, door frames, and hardware that are part of the Unit (except for periodic painting or staining of the exterior surface of exterior doors and entry doors and door frames facing the hallway of the Regime), all portions of the heating and air conditioning system, including the air conditioning compressor serving the Unit and the fan coil, and all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit, whether located within or without a Unit's boundaries (including all gas, electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the Unit)

Notwithstanding anything herein to the contrary, this maintenance responsibility excludes windows, window frames and casings

(a) Some Units contain interior support beams which are load bearing beams. No Owner or Occupant shall do any act which jeopardizes or impairs the integrity of such beams.

(b) In addition, each Unit Owner shall have the responsibility

(i) to keep in a neat, clean and sanitary condition any Limited Common Elements serving his or her Unit including, without limitation, terraces and balconies,

(ii) to perform his or her responsibility in such manner so as not to unreasonably disturb other persons in other Units,

(iii) to report promptly to the Association or its agent any defect or need for repairs for which the Association is responsible, and

(iv) to pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Unit Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing, or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Unit Owner, his or her family, invitees, tenants or guests, with the cost thereof to be added to and become part of the Unit Owner's next chargeable assessment.

16.2 By the Association

(a) The Association shall maintain and keep in good repair as a Common Expense the "Area of Common Responsibility," which includes the following:

(i) all Common Elements, including any Limited Common Elements, but excluding all improvements made to such Limited Common Elements, provided, however, the cost of maintenance and repair of Limited Common Elements may be assessed against the Unit Owner to whom the Limited Common Element is assigned under Section 7.3 of this Master Deed. Notwithstanding anything contained herein to the contrary, the area of Common Responsibility shall include the paving, curbing and striping of any parking spaces within the Regime and maintaining any garages located within the Regime.

(ii) periodic cleaning and/or painting and/or staining of exterior surfaces of the buildings and of exterior doors and door frames and entry doors and door frames facing the hallway of the Regime, as determined appropriate by the Board, and

(iii) all windows, window frames and casings (except window locks), and the electronic entry keypad located in the Unit which was installed during the original construction of the Unit, if any, even though they are part of the Unit, the cost of which may be assessed against the Unit in which the item is located, pursuant to Section 7.3 of this Master Deed.

(b) Subject to the maintenance responsibilities herein provided, the maintenance or repair performed on or to the Common Elements by an Owner or Occupants which is the responsibility of the Association hereunder (including, but not limited to landscaping of Common Elements) shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair

(c) The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to the Owner of any Unit or such Owner's Occupant, guest, invitee, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner, or any Owner's Occupant, guest, invitee, or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Article where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Master Deed, or for inconvenience or discomfort arising from the action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority

(d) The Association shall repair incidental damage to any Unit resulting from performance of work which is the responsibility of the Association. As finished levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready". Components that may require repair or replacement, such as tile and trim, will be reinstated only to the extent that matching or similar materials are readily available at reasonable costs, as determined in the sole discretion of the Board. Accessibility around personal belongings for workers to perform such repairs is the responsibility of the Unit Owner or Occupant. Removal, storage or other protective measures of personal items are also the responsibility of the Unit Owner or Occupant. If the removal, storage, or other protective measures are not taken by the Unit Owner or Occupant and damage occurs due to the repair process, neither the Association nor the Board will be liable for such damage. Upon completion of such repairs the Association will perform cursory cleaning, but shall not be responsible for a detailed cleaning. The Board has sole discretion of defining what is reasonable for the level, quality and extent of the repair and subsequent cleaning. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such persons, firms or corporations of its choice, such duties as are approved by the Board

16.3 Failure to Maintain If the Board determines that any Owner has failed or refused to discharge properly such Owner's obligation with regard to the maintenance, repair, or replacement of items of which such Owner is responsible hereunder, then the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement

deemed necessary by the Board. Unless the Board determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Board determines that (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided, the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be an assessment and a lien against the Unit.

**16.4 Maintenance Standards and Interpretation** The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Master Deed may vary from one term of the Board to another. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Section. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board. All maintenance of a Unit shall be in conformance with the Community-Wide Standard of the Association. No Owner shall perform any maintenance which may result in a change or alteration to the exterior of the Unit without the prior written approval of the Board as provided in Article 13 hereof.

**16.5 Measures Related to Insurance Coverage** The Board, upon resolution, shall have the authority to require all or any Unit Owner(s) to do any act or perform any work involving portions of the Regime which are the maintenance responsibility of the Unit Owner, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Regime, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to, requiring all Owners to turn off cut-off valves, which may now or hereafter be installed, during winter months for outside water spigots, requiring Owners to insulate pipes sufficiently or take other preventive measures to prevent freezing of water pipes, requiring Owners to install and maintain smoke detectors, requiring Owners to make improvements to the Owner's Unit, and such other measures as the Board may reasonably require so long as the cost of such work does not exceed five hundred and no/100 dollars (\$500.00) per Unit in any twelve (12) month period.

In addition to, and not in limitation of, any other rights the Association may have, if any Unit Owner does not comply with any reasonable requirement made by the Board pursuant to this Section 16.5 above, the Association, upon fifteen (15) days' written notice (during which period the Unit Owner may perform the required act or work without further liability), may perform such required act or work at the Unit Owner's sole cost. Such cost shall be an assessment and a lien against the Unit as provided herein. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to this Section 16.5, including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit, except that access may be had at any time without notice in an emergency situation.

**ARTICLE 17  
PARTY WALLS**

**BKB 585P6036**

17.1 General Rules of Law to Apply Each wall built as a part of the original construction of the Units which shall serve and separate any two (2) adjoining Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto

17.2 Sharing of Repair and Maintenance The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions

17.3 Damage and Destruction If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner or Owners who have benefited by the wall may restore it, and the Association shall reimburse said Owner(s) for the cost incurred, without prejudice, however, to the Association's right to seek reimbursement from or withhold payment to the Owners or others under any rule of law or provision in this Master Deed regarding liability for negligent or willful acts or omissions

17.4 Right to Contribution Runs With Land The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors-in-title

**ARTICLE 18  
EMINENT DOMAIN**

In the event of a taking by eminent domain of any portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking at least seventy-five percent (75%) of the total Association vote shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements to the extent lands are available therefor. The provisions of Article 5 above, applicable to Common Elements improvements damage, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced

**ARTICLE 19  
MORTGAGEE RIGHTS**

19.1 Amendments to Documents The consent of (a) Members holding at least sixty-seven percent (67%) of the total eligible voting power of the Association, (b) the Declarant, so long as the Declarant owns any portion of the Regime, and (c) Eligible Mortgagees representing at least fifty-one percent (51%) of the total voting power attributable to Units subject to a Mortgage held by an Eligible Mortgagee, shall be required to amend materially any provisions of this Master Deed, the By-Laws, or Articles of Incorporation, or to add any material provisions thereto which establish, provide for, govern, or regulate any of the following

- (a) voting,
- (b) assessments (including any increase in the annual assessment by more than twenty-five percent (25%) of the previous year's assessment), assessment liens, or subordination of such liens,
- (c) reserves for maintenance, repair, and replacement of the Common Elements,
- (d) responsibility for maintenance and repair of the Regime,
- (e) redefining of Unit boundaries,
- (f) expansion or contraction of the Regime or the addition, annexation, or withdrawal of property to or from the Regime in a manner other than as provided herein,
- (g) insurance or fidelity bonds,
- (h) leasing of Units,
- (i) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Unit,
- (j) establishment of self-management by the Association where professional management has been required by an Eligible Mortgagee,
- (k) repair or restoration of the Regime (after damage or partial condemnation) in a manner other than as provided herein, or
- (l) any provisions included in the Master Deed, By-Laws, or Articles of Incorporation which are for the express benefit of holders, guarantors, or insurers of first Mortgages on Units

The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from Mortgagees or Unit Owners where a larger percentage vote is otherwise required by the Act or the Regime Instruments for any of the actions contained in this Section

19.2 Mortgagee Consent Unless at least sixty-seven percent (67%) of the first Mortgagees and Unit Owners other than Declarant, and the Declarant for so long as it owns any portion of the Regime, give their consent, the Association or the membership shall not

- (a) by act or omission seek to abandon or terminate the Regime,
- (b) except as provided herein and in the Act for condemnation, substantial damage and destruction, and annexation of additional property to the Regime, change the pro rata interest or obligations of any individual Unit for the purpose of (1) levying assessments or changes or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each Unit in the Common Elements,
- (c) partition or subdivide any Unit,

(d) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements (the granting of easements or licenses, as authorized herein, shall not be deemed a transfer within the meaning of this clause), or

(e) use hazard insurance proceeds for losses to any portion of the Regime (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such portion of the Regime

The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from Mortgagees or Unit Owners where a larger percentage vote is otherwise required by the Act or the Regime Instruments for any of the actions contained in this Section

19 3 Liability of First Mortgagees Where the Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passes

19 4 Mortgagee Notice Upon written request to the Association, identifying the name and address of the holder and the Unit number or address, any Eligible Mortgagee will be entitled to timely written notice of

(a) any condemnation loss or any casualty loss which affects a material portion of the Regime or any Unit on which there is a first Mortgage held by such Eligible Mortgagee,

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first Mortgage held by such Eligible Mortgagee which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Unit Owner of any other obligation under the Regime Instruments which is not cured within sixty (60) days,

(c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, or

(d) any proposed action which would require the consent of a specified percentage of Eligible Mortgagee, as specified herein

19 5 Financial Statements Any holder of a first Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting

19 6 Additional Mortgagee Rights Notwithstanding anything to the contrary herein contained, the provisions of Articles 14 and 15 governing sales and leases shall not apply to impair the right of any first Mortgagee to

- (a) foreclose or take title to a Unit pursuant to remedies contained in its Mortgage, or
- (b) take a deed or assignment in lieu of foreclosure, or
- (c) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee

19 7 Notice to Association Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit

19 8 Failure of Mortgagee to Respond Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested

19 9 Construction of Article Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Master Deed, By-Laws, or South Carolina law for any of the acts set out in this Article

## **ARTICLE 20 DECLARANT RIGHTS**

20 1 Right to Appoint and Remove Directors The Declarant shall have the right to appoint and remove any member or members of the Board subject to such limitations as set forth below. The Declarant's authority to appoint and remove members of the Board shall expire on the first to occur of the following events

- (a) one hundred twenty (120) days after the Declarant ceases to own seventy-five percent (75%) of the Units,
- (b) the expiration of five (5) years after the date upon which this Master Deed is recorded in the Charleston County land records,
- (c) the date on which the Declarant voluntarily relinquishes such right by executing and recording an amendment to this Master Deed, which shall become effective as specified in such amendment

20 2 Number and Terms of Directors Appointed by Declarant The Board shall be comprised initially of no more than three (3) Directors, who shall be appointed and/or reappointed by the Declarant, whose terms shall expire at the time of expiration of the rights of Declarant above

20 3 Sale and Leasing of Units Notwithstanding anything to the contrary contained herein, Declarant shall have the right to sell or lease Units and to erect and maintain signs to facilitate such sales or leases as it, in its sole discretion, deems appropriate and shall not be required to comply with the provisions of this Master Deed regarding signs and sales and leases

20 4 Construction and Sale Period Notwithstanding any provisions in this Master Deed, the By-Laws, Articles of Incorporation, use restrictions, rules and regulations, design guidelines, any amendments thereto, and related documents, for so long as Declarant owns any portion of the Regime, it shall be expressly permissible for Declarant and any builder or developer approved by Declarant to maintain and carry on, upon such portion of the Regime as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's and such builder's or developer's development, construction, and sales activities related to property described on Exhibit "A" to this Master Deed, including, but without limitation, the right of access, ingress or egress for vehicular and pedestrian traffic over, under, on or in the Regime, the right to tie into any portion of the Regime with streets, driveways, parking areas and walkways, the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), install, lay, replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Regime, the right to carry on sales and promotional activities in the Regime, and the right to construct and operate business offices, signs, construction trailers, model Units, and sales offices Declarant and any such builder or developer may use Units or offices owned or leased by Declarant or such builder or developer as model Units and sales offices Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense

**ARTICLE 21  
EASEMENTS**

21 1 Use and Enjoyment Each Unit Owner and Occupant shall have a right and easement of use and enjoyment in and to the Common Elements (including the right of access, ingress and egress to and from his or her Unit over those portions of the Regime designated for such purposes), and such easement shall be appurtenant to and shall pass with the title to each Unit, subject, however, (i) to the rights of the Unit Owners to the exclusive use of the Limited Common Elements assigned to their respective Units, (ii) to the right of the Association to control the use and enjoyment of the Common Elements as provided by the terms of this Master Deed including, but not limited to, the right of the Association to suspend voting and use privileges as provided herein, and (iii) to the general terms and conditions of this Master Deed Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit

21 2 Utilities To the extent that the sprinkler system or any utility line, pipe, wire, or conduit serving any Unit, Units or the Common Elements shall lie wholly or partially within the boundaries of another Unit or the Common Elements, such other Unit, Units, or the Common Elements shall be burdened with an easement for the use, maintenance, repair and replacement of such sprinkler system, utility line, pipe, wire or conduit, such easement to be in favor of the Unit, Units, or Common Elements served by the same and the Association It shall be the obligation of the benefited Owner to maintain, replace and repair any pipe, line, conduit, duct or wire owned by such Owner, even if such pipe, line, conduit, duct or wire is located in the Unit of

another Owner. In such circumstance, the benefited Owner shall repair all incidental damage to any Unit or the Common Elements resulting from performance of any such work. All Unit Owners hereby covenant and agree that as finished levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready." Components that may require repair or replacement, such as tile or trim, will be reinstated only to the extent that matching or similar materials are readily available at reasonable costs, as determined in the sole discretion of the Board.

21.3 Pest Control. The Association may, but shall not be obligated to, dispense chemicals for the extermination of insects and pests within the Units and Common Elements. In the event the Association chooses to provide such pest control, the Association and its duly authorized contractors, representatives, and agents shall have an easement to enter Units for the purpose of dispensing chemicals for the exterminating of insects and pests within the Units and Common Elements. Each Unit Owner shall either provide a key to the Unit for purpose of such entry or have someone available at such times as are designated by the Board to allow entry into the Unit for this purpose. The Association shall not be liable for any illness, damage, or injury caused by the dispensing of these chemicals for this purpose.

21.4 Declarant Easements. For so long as Declarant owns any Unit primarily for the purpose of sale, Declarant and its duly authorized contractors, representatives, agents, and employees shall have (a) an easement for the maintenance of signs, a sales office, a business office, promotional facilities and model Units on the Regime, together with such other facilities as in the opinion of Declarant may be reasonably required, convenient or incidental to the completion, renovation, improvement, development or sale of the Unit, (b) a transferable easement on, over, through, under and across the Common Elements and Limited Common Elements for the purpose of making improvements on the Regime or any portion thereof, for the purpose of installing, replacing, repairing and maintaining all utilities serving the Regime, and for the purpose of doing all things reasonably necessary and proper in connection therewith, and (c) a transferable easement four (4) feet from the ceiling of a Regime Unit down into such Regime Unit for the purpose of making improvements to and installing all utility lines, pipes, wires, conduits and ducts serving the Regime Unit above such Unit and for the purpose of doing all things reasonably necessary and proper in connection therewith.

## ARTICLE 22 GENERAL PROVISIONS

22.1 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 Association is not a provider 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 Owner's persons and property and all responsibility to provide security shall lie solely with each Unit Owner. 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 Declarant shall in any way be considered insurers or guarantors of security within the Regime, nor shall any of them be held liable for any loss or damage by reason of 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, or that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its lessees and all Occupants of its Unit that the Association, its Board and committees, and Declarant are not insurers and that each Person using the Regime 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.

22.2 Implied Rights The Association may exercise any right or privilege given to it expressly by this Master Deed, the By-Laws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

22.3 Amendment

(a) By Declarant For so long as the Declarant has the right to appoint and remove directors of the Association as provided in this Master Deed, the Declarant may unilaterally amend this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination, (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units, (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Units, or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent in writing.

(b) By Members Except where a higher vote is required for action under any other provisions of this Master Deed or by the Act, in which case such higher vote shall be necessary to amend such provision, this Master Deed may be amended by the written consent of the Members of the Association holding two-thirds (2/3) of the total vote thereof, and the consent of the Declarant for so long as the Declarant owns a Unit or has the right to appoint a majority of the directors of the Association. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by an officer of the Association and recorded in the Register's Office. Any action to challenge the validity of an amendment adopted under this Section must be brought within one (1) year of the effective date of such amendment. No action to challenge such amendment may be brought after such time.

22.4 Compliance Every Owner and Occupant of any Unit shall comply with this Master Deed, the By-Laws, and the rules of the Association. Failure to comply shall be grounds for an action by the Association or, in a proper case, by any aggrieved Unit Owner(s) to recover

sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association in Article 8, Section 8 3

22 5 Severability Whenever possible, each provision of this Master Deed shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Master Deed to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application and, to this end, the provisions of this Master Deed are declared to be severable

22 6 Captions The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer

22 7 Notices Notices provided for in this Master Deed or the Articles or By-Laws shall be in writing, and shall be addressed to any Owner at the address of the Unit and to the Declarant or the Association at the address of their respective registered agents in the State of South Carolina Any Owner may designate a different address for notices to such Owner by giving written notice to the Association Notices addressed as above shall be deemed delivered three (3) business days after mailing by United States Registered or Certified Mail, postpaid, or upon delivery when delivered in person, including delivery by Federal Express or other reputable courier service

22 8 Perpetuities If any of the covenants, conditions, restrictions or other provisions of this Master Deed shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England

22 9 Indemnification To the fullest extent allowed by the South Carolina Nonprofit Corporation Act, and in accordance therewith, the Association shall indemnify every current and former officer, director and committee member against any and all expenses, including, but not limited to, attorney's fees, imposed upon or reasonably incurred by any officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which such officer, director or committee member may be a party by reason of being or having been an officer, director or committee member The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member, may be entitled The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available in the opinion of the Board

22 10 Storage Spaces Neither the Declarant nor the Association shall be held liable for loss or damage to any property placed or kept in a storage space in the Regime. Each Owner or Occupant with use of a storage space who places or keeps property in such storage space does so at his or her own risk.

22 11 Restriction on Expense of Litigation Notwithstanding any contrary provision contained in this Master Deed, in no event may the Association commence any action or proceeding against any person seeking equitable relief, or seeking either an unspecified amount of damages or damages in excess of \$25,000 00, or any action or proceeding where the estimated cost of legal fees exceeds \$5,000 00, unless the following conditions are satisfied: (a) the decision to commence such action or proceeding shall be taken at an annual or special meeting of the Association, (b) a budget for such litigation, including all fees and costs assuming trial and all potential appeals, shall have been prepared by the attorneys who will be engaged by the Association for such purpose, and shall have been mailed or delivered to all Owners and posted at the principal office of the Association at least thirty (30) days prior to such meeting, and (c) at such meeting Owners representing an aggregate ownership interest of seventy-five (75%) percent or more of the Common Elements shall approve the decision to commence, and the proposed budget for, such action or proceeding, and shall concurrently approve the imposition of a Special Assessment to fund the costs of such action or proceeding in accordance with the approved budget. The Association shall be authorized to expend funds for such proceeding in excess of the amount contemplated by the approved budget only after an amended budget has been approved in accordance with the procedures specified in the foregoing subparts (a), (b) and (c). The procedural requirements set forth herein, however, shall not apply to any action to collect or otherwise enforce Assessments and any related fines, late charges, penalties, interest, or costs and expenses, including reasonable attorneys' fees, in an amount of \$25,000 00 or less, or any such action where the estimated cost of legal fees is less than \$5,000 00. All of the costs and expenses of any action or proceeding requiring the approval of the Owners in accordance with this paragraph shall be funded by means of a Special Assessment pursuant to paragraph 10 5, and in no event may the Association use reserve funds or contingency funds, reallocate previously budgeted operating funds, or incur any indebtedness in order to pay any costs and expenses incurred for such purpose. Further, if the Association commences any action or proceeding against a particular Owner or particular Owners requiring the approval of the Owners in accordance with the foregoing, the Owner(s) against whom suit is being considered shall be exempted from the obligation to pay the Special Assessment(s) levied in order to pay the costs and expenses of such action or proceeding. The monetary thresholds stated herein shall increase by multiplying the threshold in effect as of May 1 by the greater of (i) 1 03 or (ii) the dividend of the Consumer Price Index for All Urban Consumers-United States (the "CPI-US"), published by the United States Department of Labor from the month of October preceding the adjustment divided by the CPI-US in effect as of the date of this Third Amendment. Adjustments are to be cumulative. If publication of the CPI-US shall be discontinued, the Association shall select such other statistical index as the Association deems comparable for the cost of living for the United States, as such index shall be computed and published by an agency of the United States or by a responsible financial periodical or recognized authority. In the event of (i) use of comparable statistics in place of the CPI-US, or (ii) publication of the CPI-US figure at other than monthly intervals, there shall be made in the method of computation such revisions as the circumstances may require to carry out the intent of this section.

OKB 585PG045

IN WITNESS WHEREOF, the Declarant has executed this Master Deed under seal, this 18 day of MAY, 2006

WINDWARD POINT AT SEASIDE FARMS, LLC, a South Carolina Limited Liability Company

[Signature]  
Witness

By [Signature]  
its Member

[Signature]  
Witness

STATE OF SOUTH CAROLINA )  
  )     ACKNOWLEDGMENT  
COUNTY OF CHARLESTON     )

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Windward Point at Seaside Farms, LLC by Robert M. Hancock its Member, personally appeared before me this day and acknowledged the due execution of the foregoing instrument

Witness my hand and official seal this the 18 day of MAY, 2006

[Signature]  
Notary Public for South Carolina  
My Commission Expires 5/28/14

EXHIBIT "A"

Legal Description

**BKB 585PG046**

EXHIBIT A  
LEGAL DESCRIPTION

OKB 585PG047

All that lot, piece, parcel or tract of land, with the improvements thereon, if any, situate, lying and being in the Town of Mt Pleasant, County of Charleston, State of South Carolina, shown and designated as "PARCEL M" on a plat entitled "PLAT OF THE SUBDIVISION OF TRACT A-3 TO CREATE 1.98 AC PARCEL M OWNED BY THE BEACH COMPANY" prepared by Thomas & Hutton Engineering Co dated April 2, 2003, and recorded May 27, 2003, in Plat Book EG, Page 380 in the RMC Office for Charleston County (the "Plat"), reference to which is craved for a more complete description (the "Property")

Reserving, however, a permanent, perpetual, transmissible, non-exclusive, commercial easement for drainage and access, ingress and egress to and from all adjoining properties, rights-of-ways or other access easements, over, upon and across that certain "New Drainage & Access Easement" as shown on Exhibit C attached hereto, said easement herein being reserved for the use and benefit of the Grantor, its successors and assigns, and its tenants, franchisees, subtenants, concessionaires, agents, consultants, officers, suppliers, patrons, customers, guests, employees and invitees, and shall be and is hereby deemed to be integral to, inhering in and essential for Grantor's commercial purposes. The easement created hereby, and all the benefits and burdens therein, is intended to be permanent and appurtenant in nature, inasmuch as it inheres in and is essentially necessary to the enjoyment of the Grantor, and is binding upon and inures to the benefit of the Grantor, its successors and assigns. Grantee shall be responsible for any damage caused to the easement area during development of the Property and will repair any damaged portions to return the easement area to its pre-development condition.

Subject, however, to the restriction that the property conveyed as a Development Parcel hereunder may be used for multi-family residential purposes. This restriction shall run with the land and be binding upon the Grantee, its successors and assigns.

**EXHIBIT "B"**

**As-Built Survey  
(Plat of Improvements)**

**AKB 585PG048**

**A.B. SCHWACK & ASSOCIATES, INC.**  
 1100 W. 10th Street, Suite 100  
 Oklahoma City, Oklahoma 73106  
 Phone: (405) 521-1100

**PROJECT:**  
 1100 W. 10th Street, Suite 100  
 Oklahoma City, Oklahoma 73106  
**OWNER:** CENTRAL FINANCIAL LLC  
 Project No. 1100-10

**AREA: EXHIBIT**  
 TOTAL AREA: 100,000 SQ. FT. (2.25 AC)  
 EXHIBIT AREA: 10,000 SQ. FT. (0.23 AC)

**DATE:** 08/15/2018  
**SCALE:** 1" = 20'  
**PROJECT NO.:** 1100-10

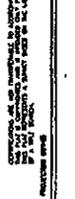
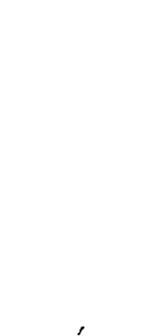
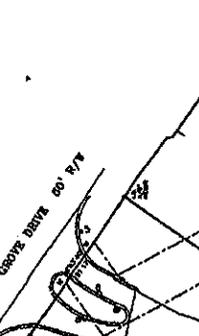
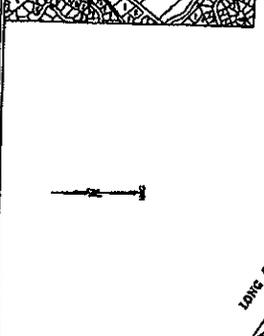
**REVISIONS:**  
 1. 08/15/2018: Initial Issue  
 2. 08/22/2018: Revised Per Comments

**APPROVED:**  
 [Signature]  
 [Title]

**NOTES:**  
 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
 3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

**LEGEND:**  
 [Symbol] EXISTING CURB  
 [Symbol] EXISTING SIDEWALK  
 [Symbol] EXISTING DRIVEWAY

**CONTRACT NO.:** 1100-10  
**DATE:** 08/15/2018



**PROJECT:**  
 1100 W. 10th Street, Suite 100  
 Oklahoma City, Oklahoma 73106  
**OWNER:** CENTRAL FINANCIAL LLC  
 Project No. 1100-10

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 [Signature]  
 [Title]

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**APPROVED:**  
 [Signature]  
 [Title]

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**CONTRACT NO.:** 1100-10  
**DATE:** 08/15/2018

**PROJECT:**  
 1100 W. 10th Street, Suite 100  
 Oklahoma City, Oklahoma 73106  
**OWNER:** CENTRAL FINANCIAL LLC  
 Project No. 1100-10

**AREA: EXHIBIT**  
 TOTAL AREA: 100,000 SQ. FT. (2.25 AC)  
 EXHIBIT AREA: 10,000 SQ. FT. (0.23 AC)

**EXHIBIT "C"**

**Elevations, Floor Plans and Dwelling Unit Certification**

**OKB 585P6050**

**BK B 585PG051**

**COUNTY OF CHARLESTON**

**STATE OF SOUTH CAROLINA**

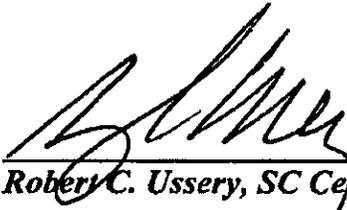
**WINDWARD POINT**  
**CONDOMINIUM**

**ARCHITECT'S CERTIFICATION**

I, **ROBERT C USSERY**, Registered Architect, hereby certify that the **Windward Point Condominium Building** has been substantially completed in accordance with the attached Drawings dated **May 19, 2006** listed below

- **SHEET A1** Site Plan
- **SHEET A2** First Floor Plan
- **SHEET A3** Second Floor Plan
- **SHEET A4** Third Floor Plan
- **SHEET A5** Unit Type Floor Plans
- **SHEET A5 3** Unit Type Floor Plans
- **SHEET A6** Exterior Elevations

**ARCHITECT:**

  
\_\_\_\_\_  
**Robert C. Ussery, SC Certificate #6571**

**5/22/06**  
\_\_\_\_\_  
**DATE**



Unit type / unit number cross reference

BKB 585PG052

Unit type

Unit numbers

A  
AR  
B  
BR  
C  
CR  
D

~~104, 204, 304~~  
~~105, 305~~  
102, 106, 202, 206, 302, 306  
103, 107, 203, 207, 303, 307  
101, 201, 301  
108, 208, 308  
205

101, 102, 103, 104, 105, 106, 107, 108,  
201, 202, 203, 204, 205, 206, 207, 208,  
301, 302, 303, 304, 305, 306, 307, 308

# USSERY - RULE ARCHITECTS, P.C

1804-A Frederica Rd  
St Simons Island, GA 31522  
Phone (912) 638-6688 Fax (912) 638-6828  
E-Mail [urarch@bellsouth.net](mailto:urarch@bellsouth.net)

DKB 585PG053

Re Windward Point Condominium  
Ussery-Rule Job #0423

May 19, 2006

## Unit Type – A

Enter the unit into a Foyer with 33 sq ft of floor area To the right of the foyer is a short hall This hall leads to bedroom-1 with bath-1, bedroom-2 and bath-2 To the right of the hall is Bedroom-1 with 139 sq ft of floor area plus a closet and Bath-1 having 43 sq ft of floor area To the left of the hall is bedroom-2 with 152 sq ft and bath 2 with 57 sq ft of floor area Leading from the foyer to the left is another short hall, leading to the remainder of the unit To the left of this hall is the kitchen with 123 sq ft of floor area To the right of this hall is the utility room with 58 sq ft of floor area Directly in front of the hall and kitchen is the Dining/Living Room with 366 sq ft of floor area To the right of the dining/living room is the master bedroom with two closets and a master bath The master bedroom has 226 sq ft of floor area and the master bath has 90 sq ft of floor area From the living room, exit through sliding glass doors to a balcony with 124 sq ft of floor area

## Unit Type – AR

Enter the unit into a Foyer with 33 sq ft of floor area To the left of the foyer is a short hall This hall leads to bedroom-1 with bath-1, bedroom-2 and bath-2 To the left of the hall is Bedroom-1 with 139 sq ft of floor area plus a closet and Bath-1 having 43 sq ft of floor area To the right of the hall is bedroom-2 with 152 sq ft and bath 2 with 57 sq ft of floor area Leading from the foyer to the right is another short hall, leading to the remainder of the unit To the right of this hall is the kitchen with 123 sq ft of floor area To the left of this hall is the utility room with 58 sq ft of floor area Directly in front of the hall and kitchen is the Dining/Living Room with 366 sq ft of floor area To the left of the dining/living room is the master bedroom with two closets and a master bath The master bedroom has 226 sq ft of floor area and the master bath has 90 sq ft of floor area From the living room, exit through sliding glass doors to a balcony with 124 sq ft of floor area

## Unit Type – B

Enter the unit into a Foyer with 33 sq ft of floor area To the right of the foyer is a short hall This hall leads to bedroom-1 with bath-1, bedroom-2 and bath-2 To the right of the hall is Bedroom-1 with 139 sq ft of floor area plus a closet and Bath-1 having 43 sq ft of floor area To the left of the hall is bedroom-2 with 152 sq ft and bath 2 with 57 sq ft of floor area Leading from the foyer to the left is another short hall, leading to the remainder of the unit To the left of this hall is the kitchen

with 100 sq ft of floor area To the right of this hall is the utility room with 58 sq ft of floor area Directly in front of the hall and kitchen is the Dining/Living Room with 366 sq ft of floor area To the right of the dining/living room is the master bedroom with two closets and a master bath The master bedroom has 226 sq ft of floor area and the master bath has 90 sq ft of floor area From the living room, exit through sliding glass doors to a balcony with 124 sq ft of floor area

**Unit Type – BR**

Enter the unit into a Foyer with 33 sq ft of floor area To the left of the foyer is a short hall This hall leads to bedroom-1 with bath-1, bedroom-2 and bath-2 To the left of the hall is Bedroom-1 with 139 sq ft of floor area plus a closet and Bath-1 having 43 sq ft of floor area To the right of the hall is bedroom-2 with 152 sq ft and bath 2 with 57 sq ft of floor area Leading from the foyer to the right is another short hall, leading to the remainder of the unit To the right of this hall is the kitchen with 100 sq ft of floor area To the left of this hall is the utility room with 58 sq ft of floor area Directly in front of the hall and kitchen is the Dining/Living Room with 366 sq ft of floor area To the left of the dining/living room is the master Bedroom with two closets and a master bath The master bedroom has 226 sq ft of floor area and the master bath has 90 sq ft of floor area From the living room, exit through sliding glass doors to a balcony with 124 sq ft of floor area

**Unit Type – C**

Enter the unit into a Foyer with 50 sq ft of floor area Extending from the foyer is a hall leading into the unit To the left of the hall is bedroom-2 and bath-2 Bedroom-2 has 171 sq ft of floor area and a closet, bath-2 has 66 sq ft of floor area To the right of the foyer and hall is bedroom-1 and bedroom-3 Bedroom-1 has 172 sq ft of floor area and a closet Bedroom-3 has 149 sq ft of floor area and a closet Bath-3 has 85 sq ft of floor area and is accessible through both bedroom-1 and bedroom-3 Continuing down the hall we find a utility room to the left with 58 sq ft of floor area and the kitchen to the right with 122 sq ft of floor area Directly in front of the hall is the dining/Living room with 367 sq ft of floor area To the left of the dining/living room is the master bedroom with two closets and a master bath The master bedroom has 69 sq ft of floor area and the master bath has 90 sq ft of floor area From the living room, exit through sliding glass doors to a balcony with 124 sq ft of floor area

**Unit Type – CR**

Enter the unit into a Foyer with 50 sq ft of floor area Extending from the foyer is a hall leading into the unit To the right of the hall is bedroom-2 and bath-2 Bedroom-2 has 171 sq ft of floor area and a closet, bath-2 has 66 sq ft of floor area To the left of the foyer and hall is bedroom-1 and bedroom-3 Bedroom-1 has 172 sq ft of floor area and a closet Bedroom-3 has 149 sq ft of floor area and a closet Bath-3 has 85 sq ft of floor area and is accessible through both bedroom-1 and bedroom-3 Continuing down the hall we find a utility room to the right with 58 sq ft of floor area and the kitchen to the left with 122 sq ft of floor area Directly in front of the hall is the dining/Living room with 367 sq ft of floor area To the right of the dining/living room is the master bedroom with two closets and a master bath The master bedroom has 69 sq ft of floor area and the master bath has 90 sq ft of floor area From the living room, exit through sliding glass doors to a balcony with 124 sq ft of floor area

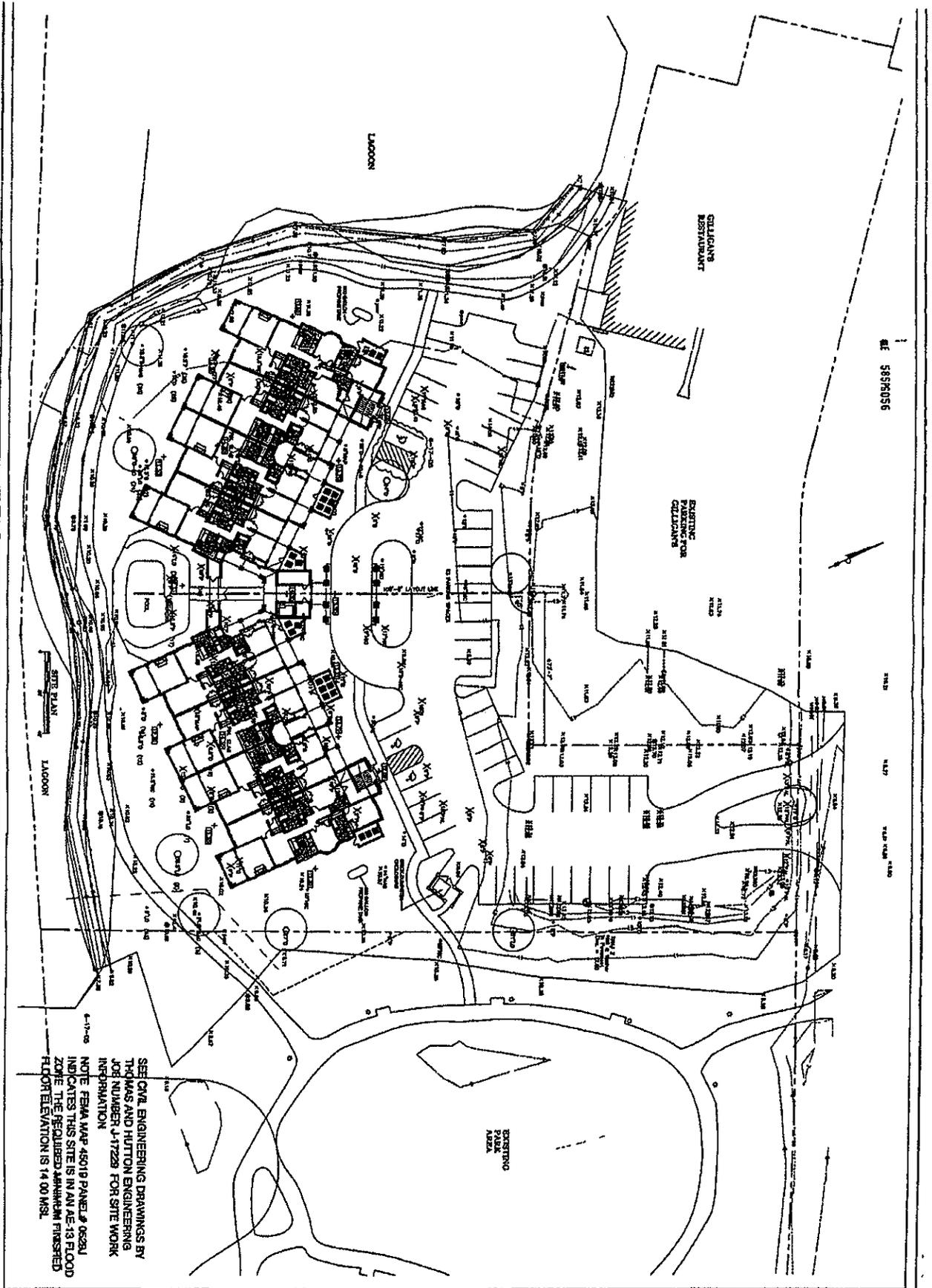
**BKB 585PG055**

**Unit Type – D**

Enter the unit into a Foyer with 33 sq ft of floor area. To the left of the foyer is a short hall. This hall leads to bedroom-1, bedroom-2 and bath-2. To the left of the hall is Bedroom-1 with 132 sq ft of floor area plus a closet. To the right of the hall is bedroom-2 with 138 sq ft and bath 2 with 68 sq ft of floor area. Leading from the foyer to the right is another short hall, leading to the remainder of the unit. To the right of this hall is the kitchen with 123 sq ft of floor area. To the left of this hall is the utility room with 56 sq ft of floor area. Directly in front of the hall and kitchen is the Dining/Living Room with 366 sq ft of floor area. To the left of the dining/living room is the master bedroom with two closets and a master bath. The master bedroom has 226 sq ft of floor area and the master bath has 90 sq ft of floor area. From the living room, exit through swinging french doors to a balcony with 124 sq ft of floor area.

**Unit Storage Spaces**

There are twenty-four (24) 15 sq ft storage spaces located adjacent to the entry door for each unit. There is one storage space allocated for each condominium unit.



1  
 585P056

SEE CIVIL ENGINEERING DRAWINGS BY THOMAS AND HUTTON ENGINEERING JOB NUMBER 4-17229 FOR SITE WORK INFORMATION.  
 NOTE FEMA MAP 45019 PANEL 0628J INDICATES THIS SITE IS IN AN AE-13 FLOOD ZONE. THE REQUIRED MINIMUM FINISHED FLOOR ELEVATION IS 14.00 MSL.

0423	11-13-03	6-17-03
	11-13-03	6-17-03
	1-28-04	
	3-18-05	

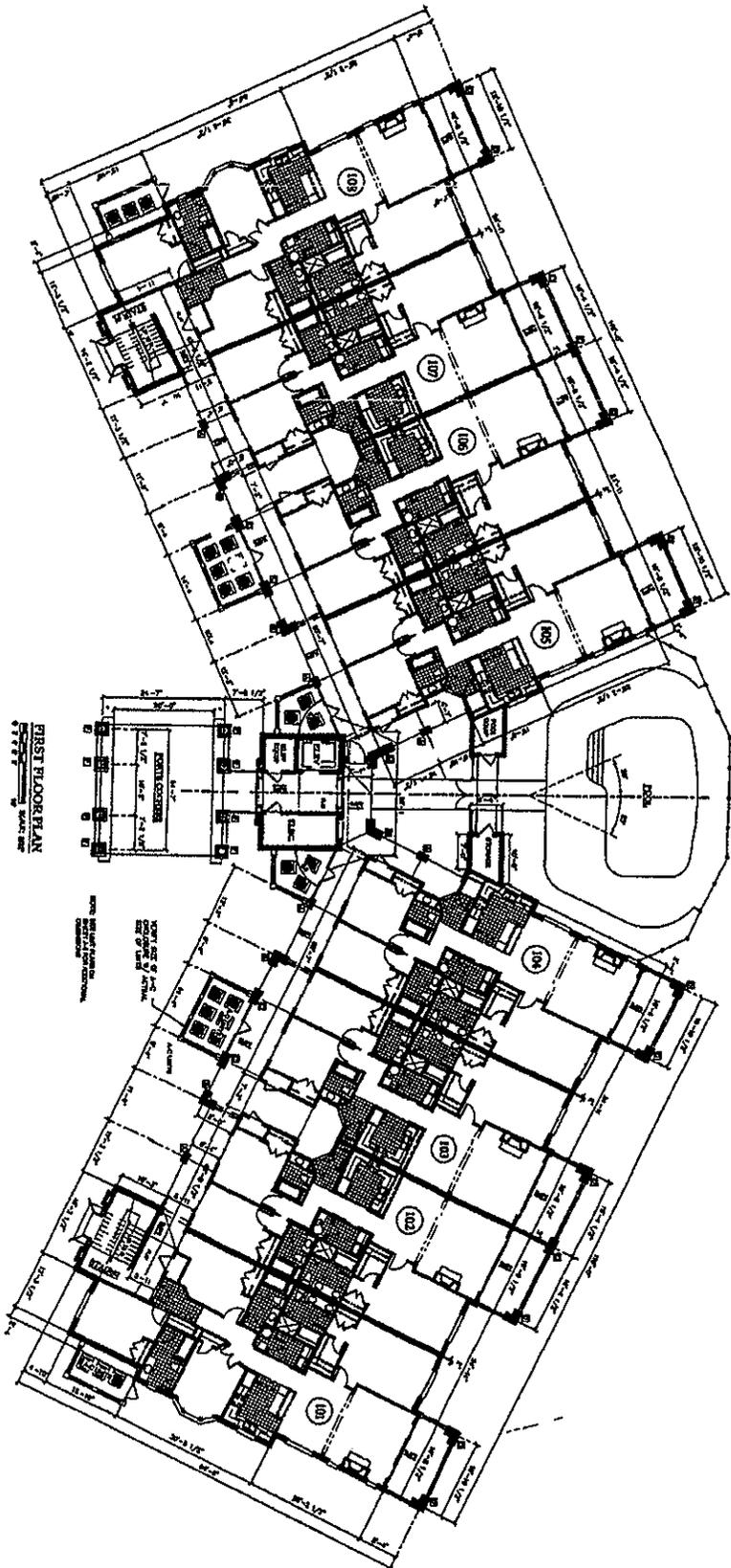
**A-1**  
 of 15

**WINDWARD POINT**  
 at Seaside Farms  
 MOUNT PLEASANT, SOUTH CAROLINA

**USSERY/RULE ARCHITECTS P.C.**  
 1804-A FREDERICA ROAD  
 ST SIMONS ISLAND, GEORGIA 31522  
 PH. 912-636-6686 FAX 912-636-6620



MS 5858057



**FIRST FLOOR PLAN**  
 0423  
 10-17-01  
 12-27-01  
 01-18-02  
 02-28-02  
 03-28-02  
 04-23-02

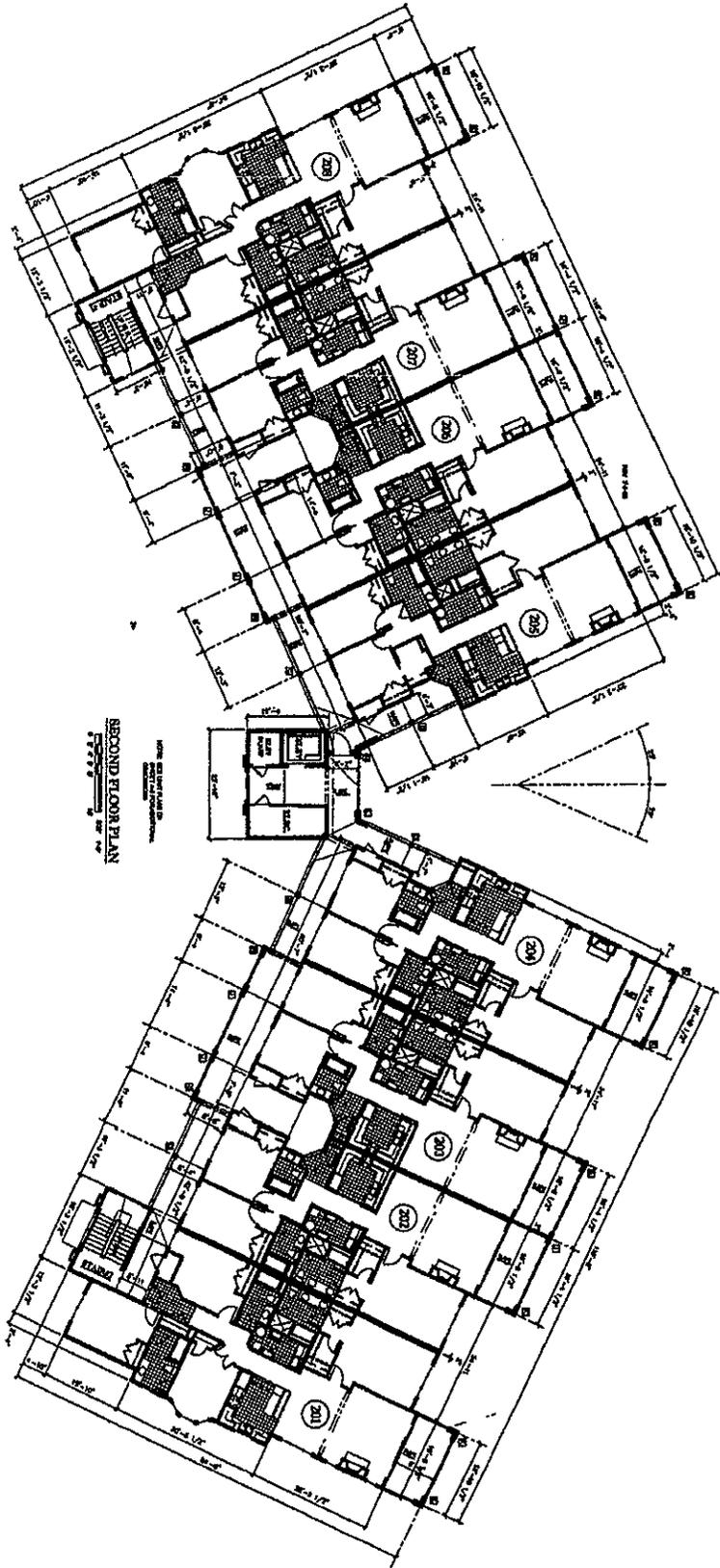
**A-2**  
 OF 13

**WINDWARD POINT**  
**at Seaside Farms**  
 MOUNT PLEASANT, SOUTH CAROLINA

**USSERY/RULE ARCHITECTS P.C.**  
 1804-A FREDERICA ROAD  
 ST SIMONS ISLAND, GEORGIA 31522  
 PH. 912-636-6668 FAX 912-636-6823



03 585K058



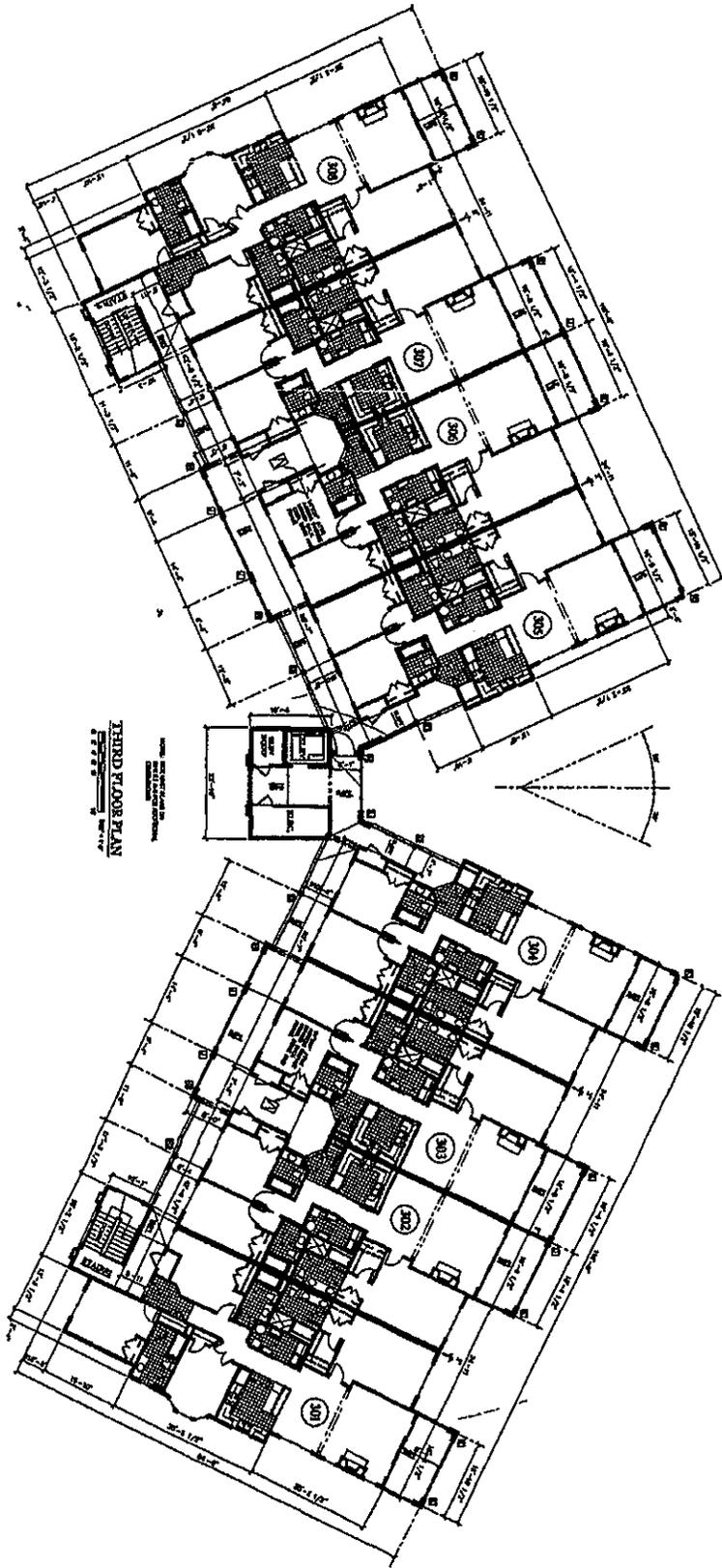
SECOND FLOOR PLAN  
 SCALE: 1/8" = 1'-0"  
 DATE: 11/11/03

**A-3**  
 OF 13

**WINDWARD POINT  
 at Seaside Farms**  
 MOUNT PLEASANT, SOUTH CAROLINA

**USSERY/RULE ARCHITECTS P.C.**  
 1804-A FREDERICA ROAD  
 ST SIMONS ISLAND, GEORGIA 31622  
 PH. 912-636-6469 FAX 912-636-6020





THIRD FLOOR PLAN  
 WINDWARD POINT  
 SEASIDE FARMS

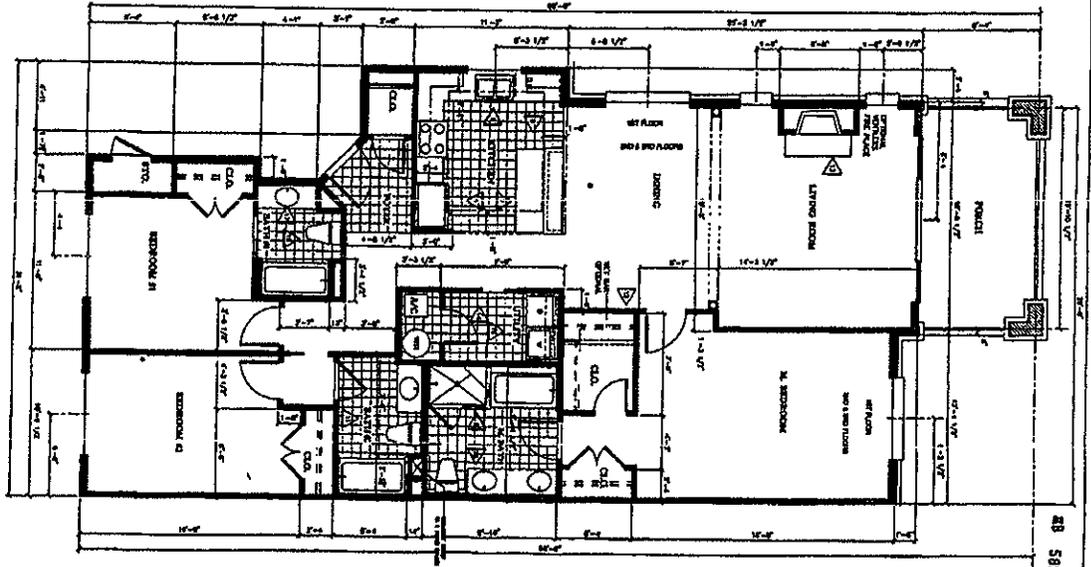
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**A-4**  
 of 15

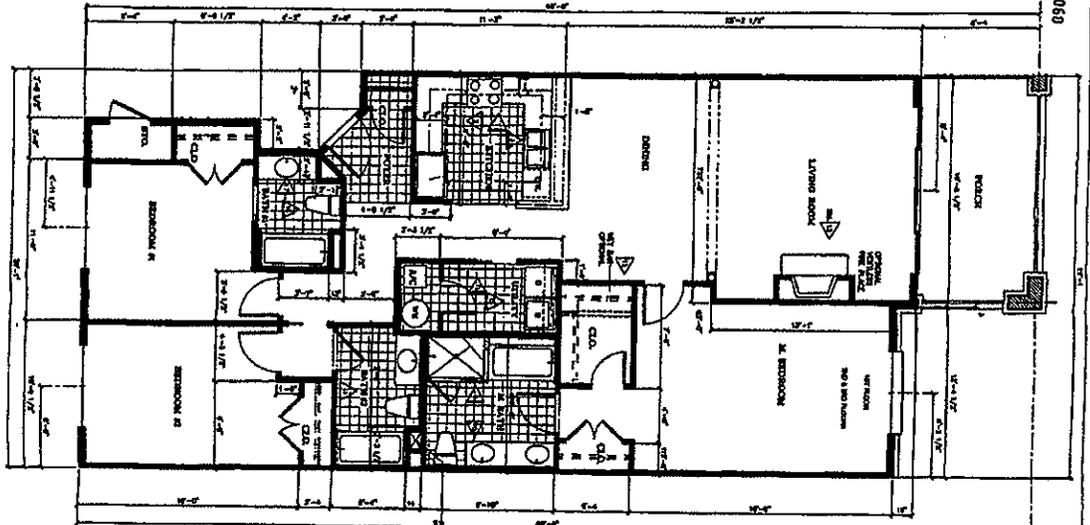
**WINDWARD POINT**  
**at Seaside Farms**  
 MOUNT PLEASANT, SOUTH CAROLINA

**USSERY/RULE ARCHITECTS P.C.**  
 1804-A FREDERICA ROAD  
 ST SIMONS ISLAND, GEORGIA 31522  
 PH. 912-636-6666 FAX 912-636-6626

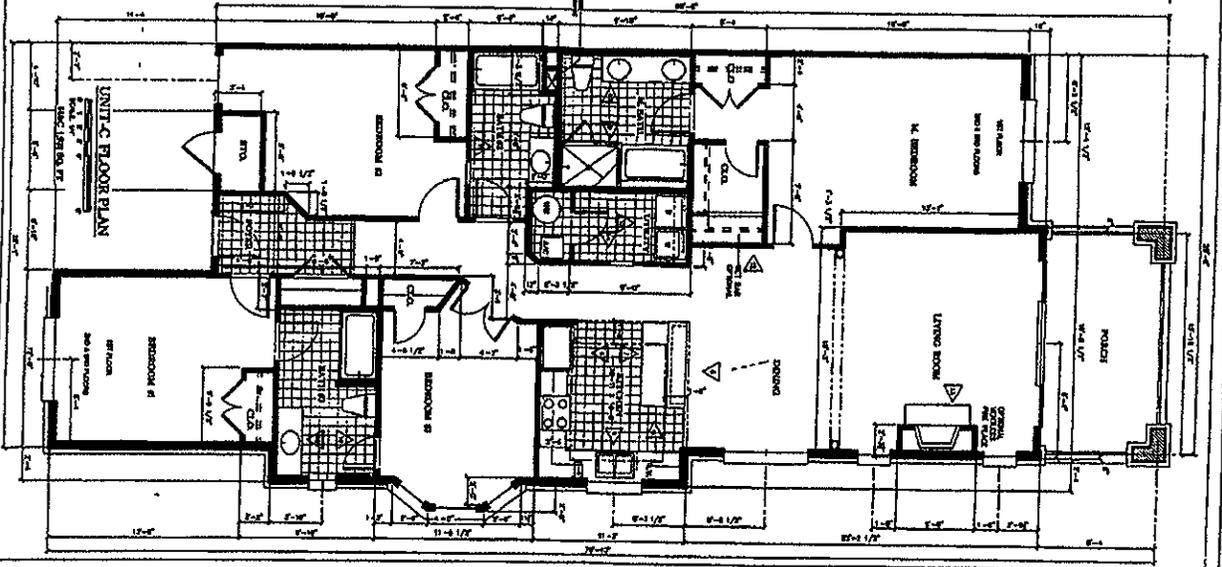




UNIT A FLOOR PLAN  
SCALE: 1/8" = 1'-0"  
ENCLOSURE 1/1



UNIT B FLOOR PLAN  
SCALE: 1/8" = 1'-0"  
ENCLOSURE 1/1



UNIT C FLOOR PLAN  
SCALE: 1/8" = 1'-0"  
ENCLOSURE 1/1

**A-5**  
OF 15

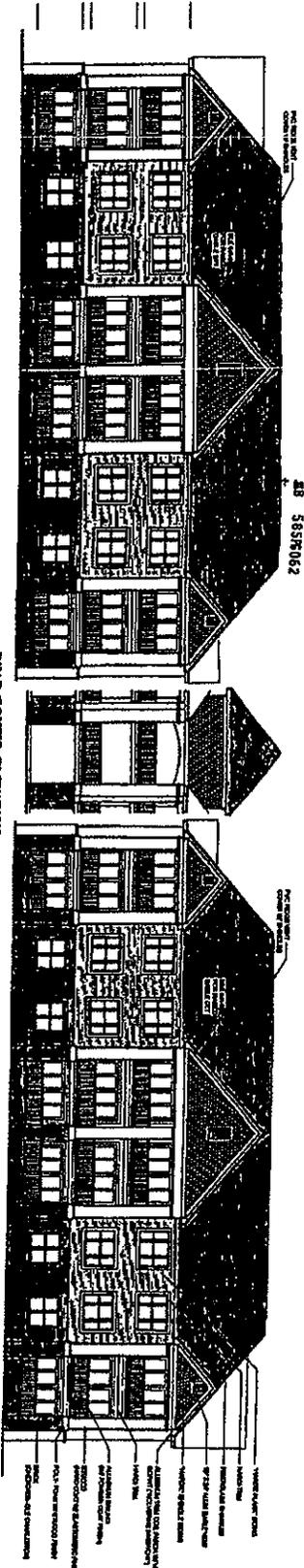
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12-12-01	12-12-01
12-12-01	12-12-01
12-12-01	12-12-01
12-12-01	12-12-01
12-12-01	12-12-01

**WINDWARD POINT**  
at Seaside Farms  
MOUNT PLEASANT, SOUTH CAROLINA

USSERY/RULE ARCHITECTS P.C.  
1804-A FREDERICA ROAD  
ST SIMONS ISLAND, GEORGIA 31522  
PH. 912-638-6688 FAX 912-638-8826

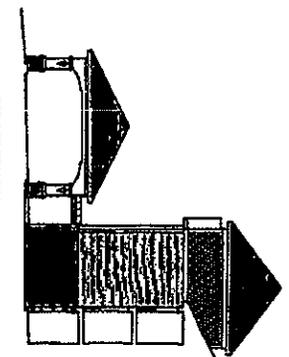




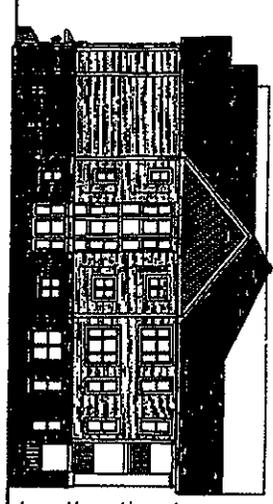


48 585F062

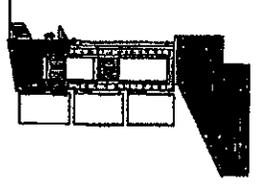
REAR SOUTH ELEVATION



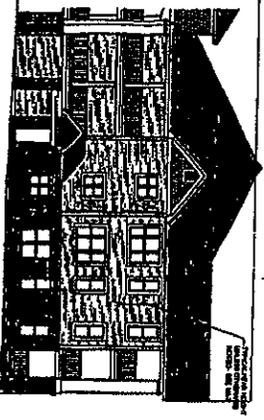
SIDE ELEVATION of porch section



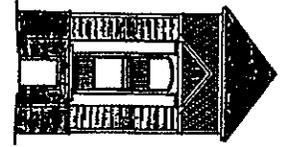
SIDE ELEVATION of roof



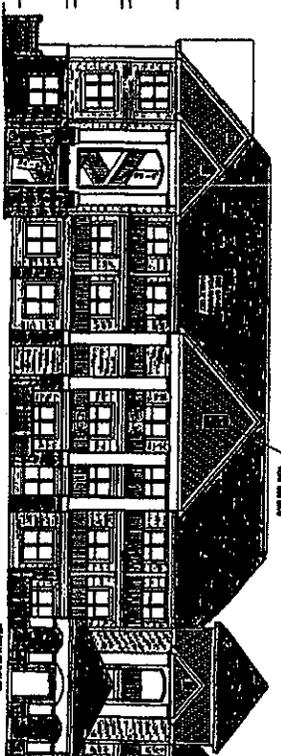
SIDE ELEVATION of base



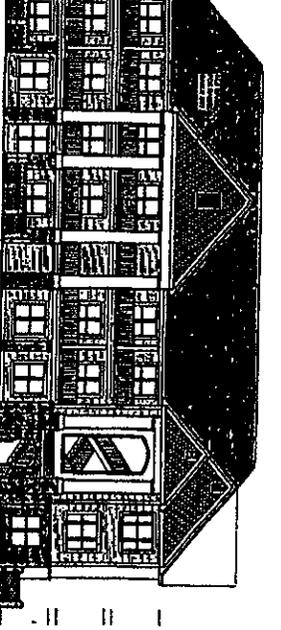
SIDE RE ELEVATION of pool courtyard



TOWER W/O PORTE COCHERE



FRONT (NORTH) ELEVATION



FRONT (SOUTH) ELEVATION

- 1. EXTERIOR FINISHES
- 2. INTERIOR FINISHES
- 3. ROOFING
- 4. PAINTS
- 5. LIGHTING FIXTURES
- 6. MECHANICAL EQUIPMENT
- 7. ELECTRICAL EQUIPMENT
- 8. SANITARY EQUIPMENT
- 9. FURNITURE
- 10. APPLIANCES
- 11. CASEWORK
- 12. STAIRS
- 13. RAILINGS
- 14. PORCHES
- 15. DRIVEWAYS
- 16. LANDSCAPE
- 17. SIGNAGE
- 18. SECURITY
- 19. ACCESSIBILITY
- 20. OTHER

0423	1/1-2/00
	1/1-1/00
	2/1-4/00
	4/1-5/00
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	3/1-4/32
	4/1-5/32
	5/1-6/32
	6/1-7/32
	7/1-8/32
	8/1-9/32
	9/1-10/32
	10/1-11/32
	11/1-12/32
	12/1-1/33
	1/1-2/33
	2/1-3/33
	3/1-4/33
	4/1-5/33
	5/1-6/33
	6/1-7/33
	7/1-8/33
	8/1-9/33
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	10/1-11/33
	11/1-12/33
	12/1-1/34
	1/1-2/34
	2/1-3/34
	3/1-4/34
	4/1-5/34
	5/1-6/34
	6/1-7/34
	7/1-8/34
	8/1-9/34
	9/1-10/34
	10/1-11/34
	11/1-12/34
	12/1-1/35
	1/1-2/35

## EXHIBIT "D"

BKB 585PG063

## Schedule of Unit Value, Percentage Interests

Unit	Assigned Value	Percentage Share
101	\$400,000 00	4 16 2/3%
102	\$400,000 00	4 16 2/3%
103	\$400,000 00	4 16 2/3%
104	\$400,000 00	4 16 2/3%
105	\$400,000 00	4 16 2/3%
106	\$400,000 00	4 16 2/3%
107	\$400,000 00	4 16 2/3%
108	\$400,000 00	4 16 2/3%
201	\$400,000 00	4 16 2/3%
202	\$400,000 00	4 16 2/3%
203	\$400,000 00	4 16 2/3%
204	\$400,000 00	4 16 2/3%
205	\$400,000 00	4 16 2/3%
206	\$400,000 00	4 16 2/3%
207	\$400,000 00	4 16 2/3%
208	\$400,000 00	4 16 2/3%
301	\$400,000 00	4 16 2/3%
302	\$400,000 00	4 16 2/3%
303	\$400,000 00	4 16 2/3%
304	\$400,000 00	4 16 2/3%
305	\$400,000 00	4 16 2/3%
306	\$400,000 00	4 16 2/3%
307	\$400,000 00	4 16 2/3%
308	\$400,000 00	4 16 2/3%
<hr/>		
Total 24	\$9,600,000 00	100%

**EXHIBIT "E"**

**By-Laws**

**BKB 585PG064**

**EXHIBIT "F"**

**Articles of Incorporation**

**BKB 585PG077**