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MASTER DEED

OF

Harts Cove

HORIZONTAL PROPERTY REGIME

OCONEE COUNTY

STATE TAX

COUNTY TAX

EXEMPT

✓✓

Seneca, South Carolina

Developer:

Harts Cove Development, LLC

Prepared by:

Christopher G. Olson, Esquire

Law Offices of  
OLSON, SMITH, JORDAN & COX, P.A.  
600 College Avenue  
Clemson, South Carolina 29631  
(864)654-3680

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FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS  
2003 AUG - 8 A 11: 29

This is the first page of the Master Deed for Harts Cove Horizontal Property Regime. In the event other pages, including but not limited to, cover pages, indexes, or tables of contents, are placed in front of this page, those pages shall not be deemed the first page. This page and this page only shall be deemed the first page of the Master Deed for all legal purposes.

THE PARTIES AGREE THAT THE PROVISIONS OF THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, § 15-48-10, ET SEQ., OF THE CODE OF LAWS OF SOUTH CAROLINA FOR 1976 (AS AMENDED) SHALL BE APPLICABLE TO THIS AGREEMENT, EXCEPT THAT WHERE THE TERMS OF THIS AGREEMENT CONFLICT WITH THE UNIFORM ARBITRATION ACT, THEN THE TERMS OF THIS AGREEMENT SHALL PREVAIL. SECTION 28 CONTAINED HEREIN CONSISTS OF THE ENTIRE AGREEMENT BETWEEN THE PARTIES REGARDING ARBITRATION.

**MASTER DEED**  
**OF**  
**Harts Cove**  
**Horizontal Property Regime**

Oconee County, Seneca, South Carolina

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Harts Cove Development, LLC, a South Carolina Limited Liability Company authorized to do business in South Carolina and doing business in Seneca, South Carolina, hereinafter referred to as the "Grantor", as the sole owner of the land and improvements hereinafter described, does hereby make, declare, and publish its intention and desire to submit, and does hereby submit, the lands and buildings herein described, together with all other improvements thereon, including all easements, rights, and appurtenances thereto belonging, to a Horizontal Property Regime (to be known as Harts Cove Horizontal Property Regime, hereinafter called the "Regime") in the manner provided for by the South Carolina Horizontal Property Act, as amended, S.C. Code Ann. §27-31-10 et seq. (1976). In conformity with § 27-31-30 and § 27-31-100 of said Act, the Grantor sets forth the following particulars:

**GENERAL DEFINITIONS**

Unless the context requires otherwise, the terms used in this Master Deed and in the other condominium documents shall have the following definitions:

- 1.1 "Act" means the South Carolina Horizontal Property Act, S.C. Code Section 27-31-10, et seq., 1976 Code of Laws, as heretofore amended, and as it may be amended hereafter from time to time.
- 1.2 "Additional Property" means the additional lands that Project Declarant may purchase and submit at some future point in time to the horizontal property regime being organized pursuant to this Master Deed.
- 1.3 "Building" means a structure or structures containing in the aggregate two or more Units, comprising a part of the Property.
- 1.4 "Bylaws" mean the Bylaws of Harts Cove Horizontal Property Regime Homeowners Association, Inc., annexed to this Master Deed as Exhibit "G", as amended from time to time as therein provided.
- 1.5 "Commercial Unit" or "Commercial Units" shall mean those Units designated by Grantor as Commercial Units which designation shall permit the use of the so designated Units by the respective Co-Owners for commercial purposes.
- 1.6 "Common Elements" shall mean all parts of the Property, including the land submitted to this Master Deed, other than Units.
- 1.7 "Common Expense" means all liabilities or expenditures made or incurred by or on behalf of the Association for the maintenance and operation of all Common Elements, proposed Common Elements, easements or Association Property.
- 1.8 "Condominium" means that form of ownership established by the provisions of the Act under which space intended for independent use is owned by a Co-Owner in fee simple and the parts of the Property other than such independently owned spaces are owned by all such Co-Owners in undivided interests, which undivided interests are appurtenances to the respective independently owned spaces.
- 1.9 "Co-Owner" means an individual, person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who or which owns a Unit.
- 1.10 "Grantor" means Harts Cove Development, LLC, its successors and assigns. The purchaser of a Unit shall not be considered a "successor or assign" for the purposes of this definition. A specific assignment of Project Declarant's rights shall designate any "successor or assign" as the recipient of Project Declarant's Rights. As used herein Grantor shall be interchangeable with Declarant or Project Declarant.
- 1.11 "Horizontal Property Regime" means the legal entity provided for in the Act.
- 1.12 "Installment Purchase Agreement" means a contract for deed, installment purchase agreement or other arrangement for the conveyance of a Unit or Undivided Ownership Interest whereby the seller retains legal title to the Unit or Undivided Ownership Interest being conveyed until the entire purchase price is paid by the buyer.
- 1.13 "Limited Common Element" means any portion of the Common Elements reserved for the exclusive use of less than all the Co-Owners.
- 1.14 "Majority" or "Majority of Co-Owners" means 51% or more of the basic value of the

property as a whole, in accordance with the percentage of ownership interest, as set forth in Exhibit "D" of this Master Deed.

1.15 "Master Association" shall mean the Harts Cove Horizontal Property Regime Homeowner's Association, Inc., its agents, successors and assigns, a South Carolina not-for-profit corporation, as may be amended, a copy of the Articles of Incorporation of Association are set forth in Exhibit "F" of this Master Deed, and any reference to such shall be used interchangeably with "Association".

1.16 "Master Deed" means the within Master Deed of Harts Cove Horizontal Property Regime.

1.17 "Mortgage" means any (i) mortgage, deed of trust or other security instrument used for the purpose of subjecting real property to a lien or encumbrance as security for indebtedness and (ii) any Installment Purchase Agreement.

1.18 "Mortgagee" means the holder, beneficiary or mortgagee under any Mortgage and the seller or holder of any Installment Purchase Agreement.

1.19 "Percentage Interest" shall mean Percentage of Undivided Ownership Interest of any Unit holder.

1.20 "Person" means an individual, corporation, partnership, association, trustee or other legal entity, or any combination thereof.

1.21 "Project" means Harts Cove Condominium Project.

1.22 "Project Manager" means the firm or entity responsible for the management of the Common Elements, the Association and other portions of the Project as set forth in the Management Agreement, attached hereto as Exhibit H.

1.23 "Property" shall mean and include the land which is or may be owned in fee simple by Grantor and which is herein or may hereafter be submitted to the provisions of the Act by this Master Deed and any amendments thereto, along with all improvements constructed thereon and all easements, rights and appurtenances belonging thereto, which comprise the Horizontal Property Regime established by this Master Deed, also being sometimes called the "Project."

1.24 "Regime" means the same thing as "Horizontal Property Regime."

1.25 "Unit" means a part of the Property intended for any type of independent use (whether it be for residential, commercial, recreational, storage or business) including one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in a building or if not in a building in a separately delineated place whether open or enclosed and with a direct exit to a public street or highway, or a Common Element or easement leading to such street or highway. Unit shall have the same meaning as "Apartment" under and as defined in the S.C. Code Ann. § 27-31-20 (1976).

1.26 "Whole Unit Owner" means an individual, person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who or which owns a Unit.

1.27 "Unit Boundaries" mean the boundaries of each Unit, both as to vertical and horizontal planes, as shown on the Plans, are the undecorated surfaces of the perimeter walls, exterior doors and exterior windows facing the interior of the Unit, the undecorated surfaces of the ceiling facing the interior of the Unit, and the topmost surfaces of the sub-flooring, and include the decoration on all such interior and topmost surfaces, including, without limitation, all paneling, tiles,



wallpaper, paint, finished flooring and any other materials constituting any part of the decorated surfaces thereof, and also includes all spaces, interior partitions and other fixtures and improvements within such boundaries. Also included as a part of the Unit shall be those portions of the heating and air conditioning system for the Unit which are located within the perimeter walls of the Unit and those portions of the heating and air conditioning system located in the Common Elements, wherever located.

1.28 "Unit Owner" means the person or persons, including the Grantor, owning a Unit in fee simple.

### 1. Legal Description and Survey

The lands (the "Real Property") which are hereby submitted to the Regime are described on Exhibit "A" attached hereto and made a part hereof by reference.

Incorporated herein by reference, as is set forth in full herein, is a plat of survey of the land and existing improvements which land is the same land described in Exhibit "A", which plat is attached hereto and incorporated herein as Exhibit "B". A Plot Plan of the buildings showing the location of the buildings and other improvements either constructed or to be constructed (hereinafter "Plot Plans") consisting of a Site Plan, ground level; Building Plans for Clubhouse, Buildings 100, 200, 300, and 400, showing Terrace Level, Level 1, Level 2 and Level 3; Front, Rear and Side Elevations of the buildings on the Real Property and a set of floor plans (hereinafter "floor plans") for each type of Condominium and its respective unit number (hereinafter "Plot Plans") which show graphically the dimensions, area, and location of each Condominium in the buildings to be constructed on the Real Property and General Common Elements to be constructed on the Real Property affording access to each Condominium. Each Condominium is identified thereon by specific letter/ number and no Condominium bears the same designation as any other Condominium. Said Plot Plans and Floor Plans are attached hereto as Exhibit "C". The building containing the Condominiums has an aggregate area set forth thereon.

### 2. Number of Total Units, Annexation

The Real Property, at the time of filing this Master Deed, is an Condominium Complex known as Harts Cove Condominiums containing 91 units. Additionally, the Owner may annex property adjacent to the current development, shown as Tract 1A on the plat shown on Exhibit B, on which the owner may develop a maximum of 91 additional units, which will not increase the proportional amount of the common expenses payable. Additionally, the Owner may annex property adjacent to the current development, shown as Tract 1B on the plat shown on Exhibit B, on which the owner may develop a maximum of 34 additional units, which will not increase the proportional amount of the common expenses payable. Any decision to annex additional property shall be made and the property developed within 12 to 36 months of the date of this instrument.

### 3. Warranty

FOR A PERIOD OF ONE (1) YEAR FROM THE DATE HEREOF, GRANTOR OR ITS CONTRACTOR WILL, AT NO COST TO THE REGIME, REPAIR OR REPLACE ANY PORTION OF THE GENERAL AND LIMITED COMMON ELEMENTS, EXCEPT FIXTURES, FURNITURE, ACCESSORIES, AND APPLIANCES COVERED BY A WARRANTY OF MANUFACTURERS AND DEALERS, WHICH ARE DEFECTIVE AS TO MATERIAL OR WORKMANSHIP. THE LIABILITY OF THE GRANTOR IS EXPRESSLY LIMITED TO SUCH REPAIRS OR REPLACEMENT AND GRANTOR MAKES NO OTHER WARRANTIES EXPRESSED OR IMPLIED, (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY,

SOUNDNESS, QUALITY, WORKMANLIKE SERVICE, VALUE, SUITABILITY, FITNESS, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE).

AS TO ANY PERSONAL PROPERTY (INCLUDING WITHOUT LIMITATION, FAN COIL UNIT(S), MOTORIZED DAMPERS, AND HEATING, VENTILATING AND COOLING CONTROLS) CONVEYED ALONG WITH AN CONDOMINIUM BY THE GRANTOR TO AN OWNER, AND AS TO ANY "CONSUMER PRODUCT" (AS THAT TERM MAY BE DEFINED UNDER APPLICABLE FEDERAL LAW OR IMPLEMENTING REGULATIONS, OR AS A TERM OF SIMILAR MEANING MAY BE DEFINED UNDER STATE, OR LOCAL LAWS, OR THEIR IMPLEMENTING REGULATIONS) WHICH MAY BE CONTAINED IN THE CONDOMINIUM, GRANTOR NEITHER MAKES NOR ADOPTS ANY WARRANTY WHATSOEVER AND SPECIFICALLY EXCLUDES EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THE SELLER EXCLUDES ALL WARRANTIES OF SOUNDNESS, QUALITY, WORKMANLIKE SERVICE, VALUE, SUITABILITY, FITNESS, OR OF HABITABILITY.

#### **4. Condominiums and General and Limited Common Elements**

The Regime consists of Condominiums and General and Limited Common Elements and any other Phases hereinafter submitted to the Regime, as said terms are hereinafter defined.

##### **A. Initial Project**

The project consists of a clubhouse and four (4) total buildings.

Building #1 consists of 21 units, and are identified as 101, 102, 111, 112, 113, 121, 122, 123, 131, 132 and 133, 201, 211, 212, 213, 221, 222, 223, 231, 232 and 233 Harts Cove Way.

Building #2 consists of 21 Units, and are identified as 301, 302, 311, 312, 313, 321, 322, 323, 331, 332, 333, 401, 411, 412, 413, 421, 422, 423, 431, 432 and 433 Harts Cove Way.

Building #3 consists of 21 Units, and are identified as 501, 502, 511, 512, 513, 521, 522, 523, 531, 532, 533, 601, 611, 612, 613, 621, 622, 623, 631, 632 and 633 Harts Cove Way.

Building #4 consists of 28 Units, and are identified as 701, 702, 711, 712, 713, 714, 721, 722, 723, 724, 731, 732, 733, 734, 801, 802, 811, 812, 813, 814, 821, 822, 823, 824, 831, 832, 833 and 824 Harts Cove Way.

Buildings 1, 2, and 3, consist of 21 units each; Eight (8) units will be "A" units with three (3) bedrooms each. Three (3) units will be "B" units with 4 bedrooms each; Three (3) units will be "C" units with two (2) bedrooms each; One (1) unit will be a "D" unit with three bedrooms; and, Six (6) units will be "G" units with three (3) bedrooms each.

Building 4 consists of 28 units; Eight (8) units will be "A" units with three (3) bedrooms each; Seven (7) will be "E" units with four (4) bedrooms each; Seven (7) will be "F" units with three (3) bedroom each; and, Six (6) will be "G" units with three (3) bedrooms each.

In the "A" units, the three (3) bedrooms have 129 square feet, 128 square feet and 129 square feet respectively. Each bedroom has a bath averaging 45 square feet. Each bedroom has a closet averaging 11 square feet. The "A" units have a kitchen of 117 square feet, a laundry room of 21 square feet, a living room of 221 square feet, a mechanical room of 11 square feet, a deck of 57 square feet and an outside storage closet of 10 square feet.

In the "B" units, the four (4) bedrooms have 125 square feet, 129 square feet, 126 square feet and 126 square feet respectively. Two (2) bedrooms have a bath averaging 45 square feet and two (2) bedrooms have a bath averaging 59 square feet. Each bedroom closet has 11 square feet. The "B" units have an entry way of 56 square feet, a

kitchen of 137 square feet, a laundry room of 15 square feet, a living room of 221 square feet, a mechanical room of 11 square feet, a deck of 57 square feet and an outside storage closet of 10 square feet.

In the "C" units, the two (2) bedrooms have 125 square feet and 129 square feet respectively. One of the bedrooms has a bath of 56 square feet and the other bedroom has a bath of 45 square feet. Each bedroom has a closet averaging 11 square feet. The "C" units have an entry way of 55 square feet, a kitchen of 117 square feet, a laundry/mechanical room of 60 square feet, a living room of 221 square feet, a deck of 57 square feet with an outside storage closet of 10 square feet.

In the "D" units, the three (3) bedrooms consist of 129 square feet each. Each bedroom has a bath, one consisting of 54 square feet, one consisting of 45 square feet, and one consisting of 45 square feet. Each bedroom has a closet of 11 square feet. The "D" units have an entry way of 55 square feet, a kitchen of 117 square feet, a laundry/mechanical room of 39 square feet, a living room of 221 square feet, a patio of 119 square feet, and an outside storage closet of 10 square feet.

In the "E" units, the four (4) bedrooms each consists of 129 square feet. There is a bath in each bedroom of 45 square feet. Each bedroom has a closet of 11 square feet. The "E" units have an entry way of 37 square feet, a laundry room of 27 square feet, a kitchen 132 square feet, a living room of 221 square feet, a mechanical room of 11 square feet, a patio of 116 square feet, and two (2) storage areas each having 10 square feet each.

In the "F" units there are (3) bedrooms each consisting of 132 square feet, 129 square feet and 129 square feet respectively. Each bedroom has a bath, one (1) consisting of 60 square feet, one (1) consisting of 45 square feet, and one (1) consisting of 45 square feet. Each bedroom has a closet of 11 square feet. The "F" units have an entry way of 61 square feet, a laundry room of 24 square feet, a kitchen of 118 square feet, a living room of 221 square feet, a mechanical room of 10 square feet, a patio of 116 square feet and two (2) storage areas of 10 square feet each.

In the "G" units, the three (3) bedrooms have 148 square feet, 129 square feet and 129 square feet respectively. Each bedroom has a bath of 45 square feet and a closet of 11 square feet. The "G" units have one (1) entry way of 29 square feet, a kitchen of 117 square feet, a laundry/ mechanical room of 65 square feet, a living room of 208 square feet, a deck of 37 square feet and an outside storage area of 10 square feet.

The conditioned space (measured to the inside face of the outside wall and party wall) is 1,150 square feet for "A" units, 1,463 for "B" units, 938 square feet for "C" units, 1243 square feet for "D" units, 1512 square feet for "E" units, 1249 square feet for "F" units and 1154 square feet for "G" units.

#### **B. Annexation**

The owner may annex and develop additional property which will become a portion of Harts Cove Horizontal Property Regime, described in Paragraph Number 2 herein, which will not increase the proportion amount of the common expenses payable by owners. Any decision to annex additional property shall be made and the property developed within 12 to 36 months of the date of this instrument.

**C. General Common Elements means and includes:**

- (1) The land on which the building and parking area stand, more fully described above, together with all of the other real property described in Exhibit "A" and Exhibit "B";
- (2) The foundations, main walls, roofs, halls, corridors, lobbies, stairways, elevators, and communication ways of the building;
- (3) The sprinkler system, yards, patio, shrubs, planter boxes, exterior lights, fire alarms, fire hoses, signs, and storm drainage system, except as otherwise provided or stipulated;
- (4) The compartments or installations of central services such as power, light, telephone, television, cold and hot water, surveillance cameras and screens, refrigeration, generator, fuel tank and water pump, and the like;
- (5) The parking areas and all appurtenances thereto.
- (6) In general, all devices or installations existing for common use;
- (7) All other element of the property including mailbox kiosks and postal center;
- (8) All other elements of the property rationally of common use or necessary to its existence, upkeep, and safety; and
- (9) The common area containing such areas as are shown on said plat and shown on Exhibit "C"; and
- (10) A Clubhouse and Pool.

**D. Limited Common Elements mean and includes:**

- (1) Any individual mailboxes, porches, balconies, entrance or exit ways, and all exterior doors and windows or other fixtures designed to serve one or more but less than all Condominiums, are Limited Common Elements allocated exclusively to such Condominium or Condominiums.
- (2) If any flue, duct, wire, conduit, load bearing wall, load bearing column, or any other fixture lies partially within and partially outside the designated boundaries of an Condominium, any portion serving only that Condominium is a Limited Common Element allocated solely to that Condominium. Insofar as possible, the Limited Common Elements are shown graphically and described in detail in words and figures in the plat and plot plans.
- (3) The air conditioning units/compressors servicing any Unit shall be Limited Common Elements, limited to the use of the Condominium it serves.

The buildings and other Common Elements are in accordance with plans and specifications prepared by Signature Architects, Inc. and are incorporated herein by reference.

**5. Ownership of Condominiums and Appurtenant Interest in General Common Elements.**

A Condominium in the Regime may be individually conveyed and encumbered and may be the subject of ownership, possession, or sale, and of all types of juridic acts, inter vivos or mortis causa, as if it were sole and entirely independent of the other Condominiums in the Regime of which it forms a part, and the corresponding individual titles and interests are recordable.

Any condominium may be held and owned by more than one person as tenants in common or in any other form of real property ownership recognized in this State.

A Condominium owner shall have the exclusive ownership of his Condominium and shall have a common right to a share, with the other Co-Owners, in the common elements of the Regime, equivalent to the percentage representing the value of the individual Condominium, with relation to the value of the whole Regime. This percentage, which is set forth on Exhibit "D" attached hereto and made a part hereof by reference, shall have a permanent character, and shall not be altered without the acquiescence of the Co-Owners representing all the Condominiums of the Regime except as may be provided for the development of future phases as identified herein specifically see paragraph 34.

The basic value, which shall be fixed for the sole purpose of this Master Deed and irrespectively of the actual value, shall not prevent each Co-Owner from fixing a different circumstantial value to his Condominium in all types of acts and contracts.

**6. Restriction Against Further Subdividing of Condominiums and Separate Conveyance of Appurtenant Common Elements, Etc.**

A Condominium may not be divided or subdivided into a smaller Condominium or smaller Condominiums than as described in Exhibit "C" attached hereto, nor shall any Condominium, or portion thereof, be added to or incorporated into any other Condominium. The undivided interest in the General and Limited Common Elements declared to be an appurtenance to each Condominium shall not be conveyed, devised, encumbered, or otherwise dealt with separately from said Condominium and the undivided interest in General and Limited Common Elements appurtenant to each Condominium shall be deemed conveyed, devised, encumbered, or otherwise included with the Condominium even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering, or otherwise dealing with such Condominium. Any conveyance, mortgage, or other instrument which purports to effect the conveyance, devise, or encumbrance, or which purports to grant any right, interest or lien in, to, or upon an Condominium, shall be null, void, and of no effect insofar as the same purports to effect any interest in an Condominium and its appurtenant undivided interest in General and Limited Common Elements, unless the same purports to convey, devise, encumber, or otherwise trade or deal with the entire Condominium. Any instrument conveying, devising, encumbering or otherwise dealing with any Condominium which describes said Condominium by the Condominium Number assigned thereto in Exhibit "C" without limitation or exception, shall be deemed and construed to affect the entire Condominium and its appurtenant undivided interest in the General and Limited Common Elements. Nothing herein contained shall be construed as limiting or preventing ownership of any Condominium, residential or commercial, and its appurtenant undivided interest in the General and Limited Common Elements by more than one person or entity as tenants in common, joint tenants, or any other form of real property ownership recognized in this State or preventing the leasing of the Sales Office to one or more real estate sales and/or property management companies. All Common Elements, including but not limited to parking and recreational facilities, shall be owned by the Regime and , except as provided for the management space located in the clubhouse set forth in Paragraph 13 herein below, may not be subject to a lease between the Condominium owners (or the Association) and another party.

**7. Horizontal Property Regime Subject to Restrictions, Etc.**

Each and every Condominium and the General and Limited Common Elements shall be, and is hereby declared to be, subject to the restrictions, easements, conditions, and covenants prescribed and established herein, governing the use of said Condominium and General and Limited Common Elements, and setting forth the obligations and responsibilities incident to ownership of each Condominium and its appurtenant undivided interest in the General and Common Elements. Said Condominiums and General and Limited Common Elements are further declared to be subject to the restrictions, easements, conditions, and limitations now of record affecting the land and improvements of the Condominium.

**8. Perpetual Non-Exclusive Easements in General Common Elements.**

The General Common Elements shall be, and are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the Co-Owners of Condominiums in the Horizontal Property Regime for their use and the use of their immediate family, guests, and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, or the enjoyment of said Co-Owners of Condominiums. Notwithstanding anything above provided in this article, Harts Cove Horizontal Property Regime Homeowners Association, Inc. (hereinafter called the "Association") shall have the right to establish the rules and regulations pursuant to which the Co-Owner or Co-Owners of any Condominium may be entitled to the exclusive use of any parking space or spaces.

The Grantor reserves unto itself and its successors or assigns an easement, including a construction easement, through all General and Limited Common Elements as may be reasonably necessary for the purpose of discharging Grantor's rights or obligations of exercising special Grantor rights reserved in this Master Deed.

As part of the right of Grantor to construct the General and Limited Common Elements of this Regime, Grantor reserves unto itself, and its successors and assigns, easements for ingress and egress over, under and across all Common Elements, Limited and General and such other reasonable right of access to and use of the Common Elements, Limited and General, subject to this Regime as may be necessary for the construction, maintenance and marketing of the Condominiums and the General and Limited Common Elements.

**9. Perpetual Exclusive Easement to Use Limited Common Elements.**

Subject to Grantor's rights reserved herein, each Co-Owner shall have the exclusive right to use the Limited Common Elements allocated to such Co-Owner's Condominium for his use and the use of his immediate family, guests, and invitees for all proper and normal purposes. Such right to use shall be a perpetual exclusive easement in favor of such Co-Owner.

**10. Easement for Unintentional and Non-Negligent Encroachments.**

In the event that any portion of the General and Limited Common Elements now or hereafter encroaches upon any Condominium, or vice versa, or in the event that any portion of one Condominium now or hereafter encroaches upon another Condominium, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, does and shall exist.

**11. Restraint Upon Separation and Partition of General and Limited Common Elements.**

The Common Elements, both general and limited, shall remain undivided and shall not be the object of an action for partition or division of the Co-Ownership. Any covenant to the contrary shall be void.

All of the Co-Owners or the sole owner of the Regime may waive the Regime and regroup or merge the records of the individual condominiums with the Real Property, provided that the individual condominiums are unencumbered, or if encumbered, that the creditors in whose behalf the encumbrances are recorded agree to accept as security the undivided portions of the property owned by the debtors.

Subject to the other provisions of this instrument, unless all of the first mortgagees (based upon one vote for each first mortgage owned) or all owners of the Condominiums have given their prior written approval, the Association shall not be entitled to:

(a) by act or omission, seek to abandon or terminate the Regime or legal status of the project as a condominium;

(b) change the pro rata interest or obligations of any Condominium for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Condominium in the General and Limited Common Elements;

(c) partition or subdivide any Condominium; or

(d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Regime or Association shall not be deemed a transfer within the meaning of this subparagraph (d).

The Co-Owners representing two-thirds of the total value of the property shall be required to modify the system of administration of the Association. These provisions shall not apply to amendments to the constituent documents or termination of the Association made as a result of destruction, damage, or condemnation pursuant to the provisions of this Master Deed or the other constituent documents.

## 12. Rights of Eligible Mortgage Holders and Eligible Insurers or Guarantors.

(1) Notice of Action: Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor and the Condominium number/letter or address, any such eligible mortgage holder or eligible insurer or guarantor 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 Condominium on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by a Co-Owner of a Condominium subject to a first mortgage held, insured, or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

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

(d) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified in this Master Deed.

2. Other Provisions for Eligible Mortgage Holders: To the extent permitted by applicable law, eligible mortgage holders shall also be afforded the following rights:

(a) Any restoration or repair of the Regime, after a partial condemnation or damage, due to an insurable hazard, shall be performed substantially in accordance with this declaration (Master Deed) and the original plans and specifications, unless other action is approved by eligible holders holding mortgages on Condominiums which have at least fifty-one percent (51%) of the votes of Condominiums subject to eligible mortgage holders;

(b) Any election to terminate the legal status of the Regime after substantial destruction or a substantial taking in condemnation of the Regime property must require the approval of eligible holders holding mortgages on Condominiums which have at least fifty-one percent (51%) of the votes of Condominiums subject to eligible holder mortgages;

(c) No reallocation of interests in the common areas resulting from a partial condemnation or partial destruction of such a Regime may be effected without the prior approval of eligible holders holding mortgages on all remaining Condominiums, whether existing in whole or in part, and which have at least fifty-one percent (51%) of the votes of such remaining Condominiums subject to eligible holder mortgages; and

(d) When professional management has been previously required by any eligible mortgage holder, insurer, or guarantor, whether such entity became an eligible mortgage holder, insurer or, guarantor at that time or later, any decision to establish self-management by the Association shall require the prior consent of Co-Owners of Condominiums to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of eligible holders holding mortgages on Condominiums which have at least fifty-one percent (51%) of the votes of Condominiums subject to eligible mortgage holders.

3. Non-Material Amendments to Master Deed: An addition or amendment to this Master Deed, By-Laws, or other exhibits shall not be considered material if it is for the purpose of correcting typographical, technical, scrivener's or errors or for clarification.

4. Material Amendments to Master Deed: In addition to the foregoing requirements, Amendments of a material nature must be agreed to by condominium owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association and by eligible mortgage holders who represent at least fifty-one percent (51%) of the votes that are subject to mortgages held by eligible holders. An eligible mortgage holder who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request. A change to any of the provisions governing the following would be considered as material:

- (a) voting rights;
- (b) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of the assessment liens;
- (c) reductions in reserves for maintenance, repair, and replacement of common elements;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the general or Limited Common Elements, or rights to their use other than the addition of Phases as set forth in Paragraph 34 hereof;
- (f) redefinition of any Condominium boundaries;
- (g) convertibility of Condominiums into common elements, or vice versa;
- (h) hazard or fidelity insurance requirements;
- (i) imposition of any restrictions on an Condominium owner's right to sell or transfer his or her Condominium; and
- (j) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

**13. Residential Use Restriction Applicable to Residential Condominiums and Commercial Use Restrictions Applicable to Office Condominiums.**

Each Residential Condominium Unit is restricted to residential use by the Co-Owner or Co-Owners thereof, their immediate families, guests, tenants, lessees, licensees, and invitees; provided, however, that so long as the Grantor shall retain any interest in the Regime, it may utilize a Condominium or Condominiums of its choice owned or leased by Grantor from time to time, for a sales office, model, or other usage for the purpose of selling or closing the sale of Condominiums in said Regime or outside of the Regime. Grantor may assign this commercial usage right to such other persons or entities as it may choose; provided, however, that when all Condominiums have been sold this right of commercial usage shall immediately cease. In an effort to maintain modest management fees, the Grantor agrees that it may designate an area of reasonable size within the Clubhouse to be used by a management



company, at no charge, for the purpose of managing the project. This right of management use shall continue as long as the Grantor owns any unit or has the right to develop future phases or annex property. No "For Sale" or "For Rent" signs or the like shall be permitted on any General or Limited Common Element or any Condominium so as to be visible from any General or Limited Common Element, street or area, other than any sign placed upon the Condominium, sales office or model by Grantor. Nothing herein shall prevent the Association from leasing portions of the Common Elements to management companies for use as an office, model or other purpose connected with the management of the Regime or to grant licenses and easements over the common areas for utilities, roads, and other purposes reasonably necessary or usable for the proper maintenance and operation of the Regime. Any lease or rental agreement concerning the use of the Condominium must be in writing and subject to the requirements of the Master Deed and the rules and regulations of the Association.

**14. Use of General Common Elements Subject to Rules of Association.**

The use of General Common Elements by the Co-Owner or Co-Owners of all Condominiums, and all other parties authorized to use the same shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such or which may hereafter be prescribed and established by the Association.

**15. Horizontal Property Regime to be Used for Lawful Purposes, Restriction Against Nuisances, Etc.**

No immoral, improper, offensive, or unlawful use shall be made of any Condominium or of the General and Limited Common Elements, nor any part thereof, and all laws, zoning ordinances, and regulations of all governmental authorities having jurisdiction over the Regime shall be observed. No Co-Owner of any Condominium shall permit or suffer anything to be done or kept in his Condominium, or on the General or Limited Common Elements, which will increase the rate of insurance on the Regime, or which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises, nor shall any such Co-Owner undertake any use or practice which shall create and constitute a nuisance to any other Co-Owner of an Condominium, or which interferes with the peaceful possession and proper use of any other Condominium or the General or Limited Common Elements.

**16. Right of Entry into Condominiums in Emergencies.**

In case of any emergency originating in or threatening any Condominium, regardless of whether the Co-Owner is present at the time of such emergency, the Board of Directors of the Association or any other person or firm authorized by it, or the building superintendent or managing agent, shall have the right to enter such Condominium for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the Co-Owner of each Condominium, if required by the Association, shall deposit under the control of the Association a key to such Condominium.

**17. Right of Entry for Maintenance of General Common Elements and Assessments.**

Whenever it is necessary to enter any Condominium for the purpose of performing any maintenance, alteration, or repair to any portion of the Common Elements, the Co-Owner of each Condominium shall permit other Co-Owners or their representatives, or the duly constituted and authorized agent of the Association, to enter such Condominium, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

The Board has the power to levy assessments against the Units for Common Expenses. Such assessments, together with interest at the rate of ten percent (10%) per annum, costs and reasonable attorney's fees shall be a lien on the Units

against which they are assessed, and if any payment thereof becomes delinquent, the lien may be foreclosed and the Unit sold, or a money judgment obtained against the persons liable therefore, all as set forth in the By-laws.

The personal obligation for assessments which are delinquent at the time of transfer of a Unit shall not pass to the transferee of said Unit unless said delinquent assessments are expressly assumed by said transferee.

Any transferee referred to above shall be entitled to a statement from the Board, pursuant to of the By-laws, and such transferee's Unit shall not be subject to a lien for any unpaid assessments against such Unit in excess of the amount therein set forth.

Where a First Mortgagee, or other person claiming through such First Mortgage, pursuant to the remedies provided in a mortgage or deed of trust, or by foreclosure or by deed, or assignment, in lieu of foreclosure, obtains title to a Unit, the liability of such First Mortgagee or such other person for assessments shall be only for the assessments, or installments thereof, that would become delinquent, if not paid, after acquisition of title. For purposes hereof, title to a Unit shall be deemed acquired by foreclosure upon expiration of the applicable period of redemption. The lien for assessment shall be subordinate to the lien of the First Mortgagee at all times, and sale or transfer pursuant to a foreclosure of the deed of trust lien of the First Mortgagee will extinguish all assessments as to the First Mortgagee, or its successors and assigns, which have become due prior to the foreclosure date.

Without releasing the transferor from any liability therefore, any unpaid portion of assessments which is not a lien, or resulting, from the exercise of remedies in a mortgage or deed of trust, or by foreclosure thereof or by deed, or assignment, in lieu of such foreclosure, shall be a Common Expense collectible from all Unit Owners, including the transferee and the First Mortgagee of such other person who acquires ownership by foreclosure or by deed, or assignment, in lieu of foreclosure.

No Unit Owner may exempt himself from liability for his share of the Common Expenses assessed by the Association by waiver or the use or enjoyment of any of the Common Elements or by abandonment of his Unit or otherwise.

The annual assessments provided for herein shall commence as to all Units on the first day of the month following the conveyance of the first Unit by the Declarant. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year. The initial monthly assessment for the first calendar year shall not exceed \$110.00 per month for 2 bedroom Units, \$120.00 per month for 3 bedroom Units, and \$125.00 per month for 4 bedroom Units with the Board reserving the right to charge a lesser amount for the first year

Upon acquisition of record title to a Unit, each Owner shall contribute to the capital of the Association an amount equal to Two Hundred Dollars (\$220.00) for 2 bedroom Units, \$240.00 for 3 bedroom Units and \$250.00 for 4 bedroom Units, which such amounts shall be the annual assessment for that Unit as determined by the Board. This amount shall be paid by the buyer at the closing of the purchase of the Unit and shall be disbursed to the Association.

**18. Limitation Upon Right of Co-Owners to Alter and Modify Condominiums.**

No Co-Owner of a residential Condominium shall permit any structural modification or alterations to be made therein without first obtaining the written consent of the Association, whose consent may be withheld if a majority of the Board of Directors of said Association determine, in their sole discretion, that such structural modifications or alterations would affect or in any manner endanger the building in part or in its entirety. If the modification or alteration desired by the Co-Owner of any residential Condominium involves the removal of any permanent interior partition, the Association shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load-bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provision of utility services constituting General or Limited Common Elements located therein. No Co-Owner shall cause the balcony abutting his Condominium to be enclosed, or cause any improvements or changes to be made on the exterior of the building, the balconies, or railings, including painting or other decoration, or the installation of electrical wiring, wire, screening, any railing cover, television antenna, machines or air conditioning units which may protrude through the walls or roof of the building, or in any manner change the appearance of any portion of the building, including

balconies and railings not within the walls of such Condominium. No storm panels or awnings shall be affixed to any Condominium without first obtaining the written consent of the Association.

**19. Right of Association to Alter and Improve General and Limited Common Elements and Assessment Therefor.**

The Association shall have the right to make or cause to be made alterations, modifications, and improvements to the General and Limited Common Elements, provided such alterations, modifications, or improvements are first approved in writing by the Board of Directors of the Association and also by the Co-Owners of sixty-seven percent (67%) or more of the Condominiums in the entire Regime. The cost of such alterations, modifications, or improvements shall be assessed as common expenses and collected from the Co-Owners of all Condominiums according to their percentage of ownership of the General and Limited Common Elements.

**20. Maintenance and Repair by Co-Owners of Condominiums.**

Every Co-Owner must perform promptly all maintenance and repair work within his Condominium which, if omitted, would adversely affect the Regime in its entirety or in a part belonging to other Co-Owners, and is expressly responsible for the damages and liability which his failure to do so may engender. The Co-Owner of each Condominium shall be liable and responsible for the maintenance, repair, and replacement, as the case may be, of all air conditioning and heating equipment located within the Condominium, hot water heaters, stoves, refrigerators, garbage disposals, dishwashers, fans, or other appliances or equipment, including any fixtures and/or their connections or receptacles required to provide water, light, power, telephone, television, and sewerage and sanitary service to his Condominium and which may now or hereafter be situated in his Condominium including toilets, lavatories, sinks, tubs, and showers. Such Co-Owner shall further be responsible and liable for maintenance, repair, and replacement of any and all window glass, glass doors, wall, ceiling and floor surfaces or coverings, painting, decorating and furnishings, and all other accessories which such Co-Owner may desire to place or maintain in his Condominium. Whenever the maintenance, repair, and replacement of any items for which the Co-Owner of an Condominium is obligated to maintain, repair, or replace at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association, or the Insurance Trustee hereinafter designated, shall be used for the purpose of making such maintenance, repair, and replacement. Any cost of maintenance, repair, or replacement, by reason of the applicability of any deductibility provision of such insurance which is not paid by the insurance of the Association, shall be paid by such Co-Owner. Reference is made to S.C. Code Ann. §27-31-250 (1976) as amended, which is controlling of insurance proceeds use when said code section is applicable by its terms.

**21. Maintenance and Repair of General and Limited Common Elements by the Association.**

The Association, at its expense, shall be responsible for the maintenance, repair, and replacement of all of the General and Limited Common Elements, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring, and other facilities located in the General or Limited Common Elements for the furnishing of utility services to the Condominiums and said General and Limited Common Elements. Should any incidental damage be caused to any Condominium by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair, or replacement of any General or Limited Common Elements, the Association shall, at its expense, repair such incidental damage. Excepted herefrom, however, are the maintenance of the floor and interior walls of the balcony or balconies attached to the Condominium, which shall be maintained by the Co-Owner at his expense. Also excepted therefrom is the air-conditioning compressor which shall be maintained, repaired, and replaced by the Condominium Co-Owner, unless such maintenance, repair, replacement is covered by the insurance maintained by the Association.

**22. Personal Liability and Risk of Loss of Co-Owner and Condominium and Separate Insurance Coverage, Etc.**

The Co-Owner of each Condominium may, at his own expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects, and other personal property belonging to such Co-Owner and may, at his own expense and option, obtain insurance coverage against personal liability or injury to the person or property of another while within such Co-Owner's Condominium or upon the General or Limited Common Elements. All such insurance obtained by the Co-Owner of each Condominium shall, where available, provide that the insurer waives its right of subrogation as to any claims against other Co-Owners of Condominiums, the Association, and the respective servants, agents and guests of said other Co-Owners and the Association. Risk of loss or, damage to any furniture, furnishings, personal effects, and other personal property (other than such furniture, furnishings, and personal property constituting a portion of the General or Limited Common Elements or which is insured by the Association) belonging to a Co-Owner or carried on the person of the Co-Owner of each such Condominium or carried by such Co-Owner in, to, or upon General or Limited Common Elements shall be borne by the Co-Owner of each such Condominium. All furniture, furnishings, and personal property constituting a portion of the General or Limited Common Elements and held for the joint use and benefit of all Co-Owners of all Condominiums shall be covered by such insurance as shall be maintained in force and effect by Association as hereinafter provided. The Co-Owner of an Condominium shall have no personal liability for any damages caused by the Association or in connection with the use of the General or Limited Common Elements. The Co-Owner of an Condominium shall be liable for injuries or damage resulting from an accident in his own Condominium, to the same extent and degree that the Co-Owner of a house would be liable for an accident occurring within the house.

**23. Condemnation.**

**A. Condominiums Acquired.**

If a Condominium is acquired by eminent domain, or if part of a Condominium is acquired by eminent domain, leaving the Condominium owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Master Deed, the award must compensate the Condominium owner for his Condominium and its General and Limited Common Element interest, whether or not any General or Limited Common Element interest is acquired. Upon acquisition, unless the decree otherwise provides, that Condominium's entire General and Limited Common Element interest, votes in the Association, and common expense liability are automatically reallocated to the remaining Condominiums in proportion to the respective interests and votes, and the Association shall promptly prepare, execute, and record an amendment to this Master Deed reflecting the re-allocations. Any remnant of a Condominium remaining after part of a Condominium is taken under this subparagraph is thereafter a General and Limited Common Element.

**B. Part of Condominium Acquired.**

Except as provided above, if part of a Condominium is acquired by eminent domain, the award must compensate the Condominium owner for the reduction of value of the Condominium and its common element interest. Upon acquisition, (1) that Condominium's Limited and General Common Element percentage interest, votes in the Association, and common expense liability are reduced in proportion to the reduction in size of the Condominium, and (2) the portion of Limited and General Common Element interest, votes, and common expense liability divested from the partially acquired Condominium are automatically reallocated to that Condominium and the remaining Condominiums in the percentages set out in Exhibit "D".

**C. Claims.**

The Board of Directors of the Association shall have exclusive authority to negotiate and settle on behalf of the owners all claims arising from condemnation of any portion or all of the Condominiums or General or Limited Common Elements and the owners hereby appoint the Board of Directors as their attorney in fact for this purpose. Any proceeds from such condemnation shall be distributed in accordance with law.

**24. Insurance.****A. Hazard Insurance.**

The Association shall insure all Condominiums and all General and Limited Common Elements against all hazards and risks normally covered by a standard hazard policy, including fire and lightning, the hazards and risks covered by "extended coverage," vandalism, and malicious mischief, and by hazards or risks covered by the National Flood Insurance Act, windstorm and hail policies and all other coverage commonly required by lending institutions in the area. All Condominiums and all General and Limited Common Elements shall be insured for the full replacement cost thereof, and where possible, the policy of insurance shall have a full replacement cost rider. Each year the Association shall update the replacement value cost rider. Such insurance shall cover only the Condominiums and General and Limited Common Elements. The Association shall have no obligation to obtain insurance for the contents of any Condominium (other than the standard fixtures originally installed therein by Grantor and being a part of such Condominium). The hazard insurance obtained by the Association may provide that any amount not to exceed Five Thousand Dollars (\$5,000.00) shall be deductible from any indemnity payable on account of a single loss, but any such deductible portion, subject to the terms contained herein, shall be borne by the Association as a Common Expense regardless of the number of Co-Owners directly affected by the loss.

**B. Liability Insurance.**

The Association shall also obtain premises liability insurance on all Condominiums and General and Limited Common Elements and the policy shall provide for a single limit indemnity of not less than One Million Dollars (\$1,000,000.00) and cover bodily and personal injury and property damage. Such liability insurance shall cover claims of one or more Co-Owners against one or more Co-Owners as well as claims of third parties against one or more Co-Owners. The Association shall not be required however, to obtain public liability insurance covering accidents occurring within the limits of a Condominium or off the Regime Property. If available at a reasonable cost, the Association shall cause premises medical payment coverage to be included within the policy of liability insurance.

**C. General Provisions.**

All insurance obtained on the Condominiums and General and Limited Common Elements by the Association shall be written in the name of the Association as trustee for the Owners, and the cost of such insurance shall be a common expense. All such insurance shall be obtained from a company of companies licensed to do business in the State of South Carolina and currently rated "A" or better by Best's Insurance Ratings. No such insurance shall be permitted to expire except upon resolution of sixty-seven percent (67 %) of the Co-Owners to that effect and all mortgagees. Duplicate originals of all policies of hazard insurance obtained on the Property by the Board of Directors, together with proof of payment of the premiums thereon, shall be delivered upon request to any Co-Owner or to any person holding a security interest in an Condominium.

**D. Hazard Policy Provisions.**

All policies of hazard insurance on the Condominiums and General and Limited Common Elements obtained by the Board of Directors shall provide as follows:

(1) The indemnity payable on account of any damage to or destruction of the Condominiums or General and Limited Common Elements shall be payable to the owner and/or to any persons holding security interests in any damaged Condominiums as their interests may appear;

(2) The policy shall not be canceled without thirty (30) days' prior written notice to the Board of Directors and to every holder of a security interest in any Condominium who is named in the policy or an endorsement thereto;

(3) No Co-Owner shall be prohibited from insuring his own Condominium for his own benefit;

(4) No insurance obtained by a Co-Owner on his own Condominium shall be brought into contribution with the insurance obtained by the Board of Directors;

(5) If the Board of Directors determines that it is possible to obtain such a provision, no right to subrogation shall exist against any owner or members of his household or his social guests;

(6) If possible, the policy should provide that the insurer shall not be entitled to reconstruct in lieu of paying the indemnity in cash if the owners determine, in the manner provided in the Master Deed, not to repair or restore the damaged property; and

(7) The policy shall not be canceled on account of the actions of one or more of the Co-Owners.

If a policy of insurance containing all of the foregoing provisions cannot be obtained at a reasonable cost, one or more of such provisions may be waived by resolution of a sixty-seven percent (67 %) of the Co-Owners and fifty-one percent (51%) of the mortgagees of Condominiums.

**E. Claims.**

The Board of Directors of the Association shall have exclusive authority to negotiate and settle on behalf of the owners all claims arising under policies of hazard insurance obtained on the Property by the Board of Directors except to the extent institutional mortgagees are granted such rights by Co-Owners. In the event of damage to or destruction of any portion of the Condominiums or General or Limited Common Elements, the Board of Directors shall promptly file a claim for any indemnity due under any such policies. The Board of Directors shall simultaneously notify the holders of any security interest in the Property who may be entitled to participate in such claim of the filing of same.

**F. Insurance Proceeds.**

If the insurance proceeds exceed Five Thousand (\$5,000.00) Dollars, the net proceeds received by the Board of Directors from any indemnity paid under a policy of hazard insurance obtained on the Property by the Board of Directors shall promptly be paid by the Board of Directors to an Insurance Trustee as trustee for the Co-Owners as

hereinafter provided. The Insurance Trustee shall be a state or federally chartered bank or savings and loan association selected by the Board of Directors and having trust powers and capital and surplus of Five Million Dollars (\$5,000,000.00) or more or a professional property management Company with a like amount of Fidelity insurance coverage. The Insurance Trustee shall hold the insurance proceeds in trust and disburse said proceeds, after deduction of all reasonable fees and expenses of the Insurance Trustee, as follows:

(1) If the Co-Owners determine, in the manner provided in the Master Deed, not to reconstruct the damaged property, the Insurance Trustee shall distribute the insurance proceeds among all the owners and/or mortgagees with liens upon the Condominiums, as their respective interests may appear, in proportion to their respective undivided interests in the portion or portions of the property damaged or destroyed.

(2) If the Board of Directors is required to provide for the reconstruction of the damaged property, the Insurance Trustee shall disburse the insurance proceeds to the person or persons employed by the Board of Directors to effect such reconstruction in accordance with written authorizations submitted to the Insurance Trustee by the architect supervising the reconstruction or by the Board of Directors. Any portion of the insurance proceeds remaining after all the costs of reconstructing the Property have been paid shall be disbursed to the Co-Owners and their mortgagees in proportion to their interests in the portion or portions of the property repaired or restored.

In making disbursements of the insurance proceeds, the Insurance Trustee shall be entitled to rely upon the written authorization submitted as provided above or upon any written certification of facts submitted to the Insurance Trustee by the Board of Directors as hereinafter provided without further inquiry. The Insurance Trustee shall in no event be responsible for obtaining insurance on the Property, paying the premiums on any such insurance, or filing claims for any payments due under any such insurance.

#### **G. Insurance by Owners.**

Each Co-Owner shall be responsible for obtaining such amounts of the following types of insurance as he deems necessary or desirable:

- (1) Hazard insurance on his Condominium for his own benefit;
- (2) Hazard insurance on the contents of his Condominium and on improvements made to his Condominium; and
- (3) Liability insurance covering accidents occurring within the boundaries of his Condominium.

Any owner who obtains hazard insurance on his dwelling for his own benefit shall within thirty (30) days of obtaining the same deliver to the Board of Directors a copy of the policy of insurance, should the Board request.

#### **25. Apportionment of Tax or Special Assessment if Levied and Assessed Against the Regime as a Whole.**

In the event that any taxing authority having jurisdiction over the Regime shall levy or assess any tax or special assessment against the Regime as a whole, as opposed to levying and assessing such tax or special assessment against each Condominium and its appurtenant undivided interest in General and Limited Common Elements as now provided by law, then such tax or special assessment so levied shall be paid as a common expense by the Association, and any taxes or special assessments which are to be levied shall be included wherever possible, in the estimated annual budget of Association, or shall be separately levied and collected as an assessment by the Association, against all of the Co-Owners of Condominiums and said Condominiums if not included in said annual budget. The amount of any tax or special assessment paid or to be paid by the Association in the event that such tax or special assessment is levied against the Regime, as a whole, instead of against each separate Condominium and its appurtenant undivided interest in General and Limited Common Elements shall be apportioned among the Co-Owners of all Condominiums so that the amount of such tax or special assessment so paid or to be paid by the Association and attributable to and to be paid by the Co-Owner

or Co-Owners of each Condominium shall be that portion of such total tax or special assessment which bears the same ratio to said total tax or special assessment as the undivided interest in General and Limited Common Elements appurtenant to each Condominium bears to the total undivided interest in General and Limited Common Elements appurtenant to all Condominiums. In the event that any tax or special assessment shall be levied against the Regime in its entirety, without apportionment by the taxing authority of the Regime and appurtenant undivided interests in General and Limited Common Elements, then the assessment by the Association, which shall include the proportionate share of such tax or special assessment attributable to each Condominium and its appurtenant undivided interest in General and Limited Common Elements, shall separately specify and identify the amount of such assessment attributable to such tax or special assessments and the amount of such tax or special assessment so designated shall be a lien prior to all mortgages and encumbrances upon any Condominium and its appurtenant undivided interest in General and Limited Common Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrance, to the same extent as though such tax or special assessment had been separately levied by the taxing authority upon each Condominium and its appurtenant undivided interest in General and Limited Common Elements.

## **26. Amendment of Master Deed.**

Except as provided in herein neither this Master Deed nor any of its provisions shall be revoked or amended without the acquiescence of the Co-Owners owning at least two-thirds of the Condominiums and at least two-thirds of the total interest in the General and Limited Common Elements and the record holders of encumbrances affecting at least two-thirds of the Condominiums and at least two-thirds of the total interest in the General and Limited Common Elements, except that the system of administration as set forth in the Articles of Incorporation and By-Laws may be amended and modified from time to time in accordance with the provisions of the South Carolina Horizontal Property Act and other applicable provisions of the Code of Laws of South Carolina. No amendment shall change the use of, or otherwise affect the operation of the Sales Office or Management Office Condominiums without the consent of the Co-Owner of the Sales Office or Management Office Condominium. Any such amendment or revocation shall be executed and subscribed with the same formalities required in South Carolina for the making of deeds, and recorded in the public records of Oconee County.

Without limiting the foregoing, the Grantor, its successors or assigns, "acting alone" shall have the power, but not the obligation, at any time (and from time to time), to amend the Master Deed to correct typographical or scrivener's errors, to cause the same to conform to the requirements of the South Carolina Horizontal Property Act, the Federal National Mortgage Association, and/or the Federal Home Loan Mortgage Corporation, as set forth, respectively, in "FNMA Conventional Home Mortgage Selling Contract Supplement" and "Seller's Guide to Conventional Mortgages," as the same may be amended from time to time, and prior to conveying any Condominiums to reaffirm the Regime as deemed necessary.

## **27. Remedies in Event of Default.**

The Co-Owner or Co-Owners of each Condominium shall be governed by and shall comply with the provisions of this Master Deed, the Articles and the By-Laws of the Association, and its rules and regulations as any of the same are now constituted or as they may be adopted and/or amended from time to time. A default by the Co-Owner or Co-Owners of any Condominium shall entitle the Association or the Co-Owner or Co-Owners of other Condominium or Condominiums to the following relief:

### **A. Failure to Comply.**

Failure to comply with any of the terms of this Master Deed or other restrictions and regulations contained in the Articles of Incorporation, By-Laws of the Association, its rules and regulations, or decisions made pursuant thereto shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof. Relief may be sought by the Association, or if appropriate, by an aggrieved Co-Owner of an Condominium or both;



**B. Liability of Co-Owner.**

The Co-Owner or Co-Owners of each Condominium shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness, or by that of any member of his family, or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of an Condominium or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation;

**C. Liability for Costs and Attorney's Fees.**

In any proceeding arising because of an alleged default by the Co-Owner of any Condominium, the Association, if successful, shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be determined by the Court, and the Co-Owner of any Condominium shall be entitled to such attorney's fees and costs if successful in such action;

**D. No Waiver.**

The failure of the Association or of the Co-Owner of an Condominium to enforce any right, provision, covenant, or condition which may be granted by this Master Deed or other above mentioned documents shall not constitute a waiver of the right of the Association or of the Co-Owner of an Condominium to enforce such right, provision, covenant, or condition in the future;

**E. No Election of Remedies.**

All rights, remedies, and privileges granted to Association or the Co-Owner or Co-Owners of a Condominium pursuant to any terms, provisions, covenants; or conditions of this Master Deed or other above mentioned documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional right, remedies, or privileges as may be available to such party at law or in equity; and

**F. Failure to Enforce Rights.**

The failure of the Grantor or the lender to enforce any right, privilege, covenant, or condition which may be granted to them, or either of them, by this Master Deed or other above mentioned document shall not constitute waiver of the right of either of said parties to thereafter enforce such right, provision, covenant, or condition in the future.

**28. Use or Acquisition of Interest in the Regime to Render User or Acquirer Subject to Provisions of Master Deed Rules and Regulations, Bylaws and Binding Arbitration**

All present or future Co-Owners, tenants, or any other person who might use the facilities of the Regime in any manner are subject to the provisions of this Master Deed and all documents appurtenant thereto and incorporated herewith. The acquisition or rental of any Condominium, or the mere act of occupancy of any Condominium, shall signify that the provisions of this Master Deed, By-laws, and Rules and Regulations of the Association are accepted and ratified in all respects. SUCH OWNER OR OCCUPANT AGREES THAT ANY DISPUTE ARISING OUT OF USE, OWNERSHIP OR OCCUPANCY OF AN CONDOMINIUM OR THE COMMON ELEMENTS IN REGIME AND ANY COMPLAINT AGAINST THE GRANTOR SHALL

BE SETTLED BY BINDING ARBITRATION PURSUANT TO THE SOUTH CAROLINA ARBITRATION ACT.

**ARBITRATION.**

ANY DISPUTE, CONTROVERSY OR CLAIM, INCLUDING WITHOUT LIMITATION ANY DISPUTES FOR WHICH A DERIVATIVE SUIT COULD OTHERWISE BE BROUGHT PURSUANT TO THE ACT, ARISING OUT OF OR IN CONNECTION WITH, OR RELATING TO, THIS AGREEMENT OR ANY BREACH OR ALLEGED BREACH HEREOF SHALL, UPON THE REQUEST OF ANY PARTY INVOLVED, BE SUBMITTED TO, AND SETTLED BY, ARBITRATION IN THE COUNTY OF OCONEE, STATE OF SOUTH CAROLINA, PURSUANT TO THE COMMERCIAL ARBITRATION RULES THEN IN EFFECT OF THE AMERICAN ARBITRATION ASSOCIATION (OR AT ANY TIME OR AT ANY OTHER PLACE OR UNDER ANY OTHER FORM OF ARBITRATION MUTUALLY ACCEPTABLE TO THE PARTIES SO INVOLVED). ANY AWARD RENDERED SHALL BE FINAL AND CONCLUSIVE UPON THE PARTIES AND A JUDGMENT THEREON MAY BE ENTERED IN THE HIGHEST COURT OF THE FORUM, STATE OR FEDERAL, HAVING JURISDICTION. THE EXPENSES OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES TO THE ARBITRATION, PROVIDED THAT EACH PARTY SHALL PAY FOR AND BEAR THE COST OF ITS OWN EXPERTS, EVIDENCE AND COUNSEL FEES, EXCEPT THAT IN THE DISCRETION OF THE ARBITRATOR, ANY AWARD MAY INCLUDE THE COST OF A PARTY'S COUNSEL IF THE ARBITRATOR EXPRESSLY DETERMINES THAT THE PARTY AGAINST WHOM SUCH AWARD IS ENTERED HAS CAUSED THE DISPUTE, CONTROVERSY, OR CLAIM TO BE SUBMITTED TO ARBITRATION AS A DILATORY TACTIC.

**29. Co-Owners Association, Control of Board of Directors**

Subject to the remainder of this paragraph, the Grantor may appoint and remove members of the Board of Directors of the Association of the Co-Owners ("Board") for a period not exceeding five (5) years from the date of the first conveyance of any Condominium to a person other than the Grantor "Grantor Control Period". This period of Grantor control terminates no later than sixty (60) days after conveyance of one hundred (100%) percent of the Condominiums to Condominium owners other than the Grantor. The Grantor may voluntarily surrender the right to appoint and remove members of the Board before termination of that time period. After termination of the Grantor's control, any or all of the Board of Directors may be removed or replaced by written petition signed by the Co-Owners having more than fifty percent (50%) of the votes of the Association. The petition shall state the name(s) of the Board of Directors being removed and the name(s), address(es) and telephone number(s) of the replacement Director(s).

Whenever Grantor shall be entitled to designate and select any person or persons to serve on any Board of Directors of the Association, the manner in which such person or persons shall be designated shall be as provided in the Articles and/or By-Laws of the Association. Grantor shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and to replace such person or persons with another person or other persons to act and serve in the place of any director or directors so removed from the remainder of the unexpired term of any director or directors so removed. Any director designated and selected by Grantor need not be an owner or a resident in the Regime. Anything to the contrary notwithstanding, the power in the Grantor to designate directors shall terminate five (5) years from the date of recording of the Master Deed.

Any representative of Grantor serving on the Board of Directors of the Association shall not be required to disqualify himself upon any vote upon any management contract or other matter between Grantor and Association where the said Grantor may have a pecuniary or other interest. Similarly, Grantor as a member of the Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any management contract or other matter between Grantor and Association where Grantor may have a pecuniary or other interest.

Each year during the Grantor Control Period, Grantor shall provide the Association an accounting as to all matters that significantly affect the interest of the Co-Owners in the Project.

During the Grantor Control Period, all books and records kept by or on behalf of the Association shall be available for examination and copying by a member in good standing of the Association or his authorized agent. This right of examination shall exist without reference to the duration of membership and may be exercised only during reasonable business hours or at a mutually convenient time and location and upon five (5) day's written notice. Books and records kept by or on behalf of the Association may be withheld from inspection to the extent that they concern:

- i. Personnel records;
- ii. An individual's medical records;
- iii. Records relating to business transactions that are currently in negotiation;
- iv. Privileged communications with legal counsel; or
- v. Complaints against an individual member of the Association.

The Association may impose and collect a charge, reflecting the actual costs of materials and labor, prior to providing copies of any books and records to a member under this Section.

All rights, duties and obligations of the Grantor herein may be experienced or performed by the Grantor, its successors and assigns.

### **30. Annual Reports to be Provided to Lender.**

So long as any institutional lender is the Co-Owner or holder of a mortgage encumbering an Condominium in the Regime, the Association shall furnish said lender upon request with at least one copy of the annual financial statement and report of the Association audited satisfactorily, setting forth such details as the said lender may reasonably require, including a detailed statement of annual carrying charges or income collected and operating expense, with such financial statement and report to be furnished within ninety (90) days following the end of each fiscal year.

Such statement shall be prepared in accordance with generally accepted accounting principles and shall contain the certificate of the accountant or accounting firm to that effect. Further, the accountant or accounting firm shall include as a special item(s) any information to which a reasonable man would attach importance in the management of his own financial affairs, should said information not appear readily from the face of the statement.

The Association shall make available to Condominium owners, lenders, lien holders, insurers, or guarantors of any first mortgage current copies of the Master Deed, By-Laws, other rules concerning the project and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Any holder, insurer, or guarantor of a first mortgage shall be entitled, upon written request, to a financial statement of the immediately preceding fiscal year, free of charge to the party so requesting.

Any financial statement requested pursuant to this paragraph shall be furnished within a reasonable time following such request.

**31. Severability**

In the event that any of the terms, provisions, or covenants of this Master Deed are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions, or covenants hereof or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

**32. Master Deed Binding Upon Grantor, Its Successor and Assigns, and Subsequent Co-Owners**

The restrictions and burdens imposed by the covenants of this Master Deed are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Condominium and its appurtenant undivided interest in General and Limited Common Elements. This Master Deed and all easements reserved herein shall be binding upon Grantor, its successors and assigns, and upon all parties who may subsequently become Co-Owners of Condominiums in the Regime and their respective heirs, legal representative, and successors and assigns.

**33. Miscellaneous**

(1) Attached hereto as Exhibit "E" and made a part hereof by reference is the Architect's Certificate required by S. C. Code Ann., §27-31-110 (1976).

(2) Attached hereto as Exhibit "G" and made a part hereof by reference is a copy of the By-Laws of the Association, as required by S. C. Code Ann., §27-31-150 (1976).

(3) By acceptance of a deed to any Condominium or other property hereunder, Owner(s) hereby submit(s) to in personam jurisdiction of the state of South Carolina and agree(s) that any action concerning the matters set forth herein regardless of by whom such action is brought, shall be determined by an Arbitrator as provided hereinabove in the State of South Carolina and hereby waive(s) all objections to venue. All matters arising hereunder shall be determined in accordance with the law and practice of South Carolina and agree(s) that any service of process may be accomplished by certified mail return receipt requested at the Owner's last known home address or any other method allowed in the state of South Carolina or Owner's home state.

(4) BY ACCEPTANCE OF A DEED TO ANY CONDOMINIUM OR OTHER PROPERTY HEREUNDER OWNER(S) HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY HEREBY AGREE, THAT:

(i) NEITHER OWNER NOR ANY ASSIGNEE, SUCCESSOR, HEIR, OR LEGAL REPRESENTATIVE OF OWNER OR GRANTOR, SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE ARISING FROM OR BASED UPON THE MATTERS SET FORTH HEREUNDER, OR TO THE DEALINGS OR RELATIONSHIP BETWEEN OR AMONG THE PARTIES THERETO;

(ii) NEITHER OWNER NOR GRANTOR WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN OR CANNOT BE WAIVED;

(iii) NEITHER OWNER NOR GRANTOR HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES; AND

(iv) THIS PROVISION IS A MATERIAL INDUCEMENT FOR GRANTOR TO MAKE THE DECLARATIONS SET FORTH HEREIN.

**34. Reserved Rights of Grantor**

Grantor expressly reserves the following rights with respect to the Units as they now exist or as they may be expanded in a future Phase for a period of three (3) years from the date of this Master Deed.

**A. Grantor Development Rights.**

Grantor reserves the right, in its sole discretion, to increase the number of Units to include all, any portion or none of any Units in any future Phase that may be submitted to the provisions of the Act ("Additional Real Estate"), and if expanded, subject to the following conditions:

(1) Units in any future Phase may be made subject to this Master Deed by Grantor by recording of an Amendment to this Master Deed in the form of a supplemental declaration, executed by the Grantor only, which shall describe the Phase subject to this Master Deed, the Horizontal Property Act and the applicable By-laws of the Association.

(2) Concurrent with the recording of a supplemental declaration to make any future Phase subject to this Master Deed, pursuant to the Horizontal Property Act, Grantor shall record a plat and building plans, which shall satisfy the requirements imposed by the Act.

(3) If additional Units, or General or Limited Common Elements are added to the Project, upon completion of such Units or addition of such Common Elements, the undivided interest in the Common Elements and Common Surplus allocated to each Unit in the Regime and the responsibility of each Unit for Timeshare Common Expenses shall be adjusted downward and determined in accordance with the formulas adopted by Association and referenced herein.

(4) Easements and or grants over any Common Elements at a reasonable location to be designated by Grantor, for utilities and/or other services to benefit the Additional Property which may, or may not, be brought under the Regime, including rights or ingress and egress for future phases.

**B. Right of Access to Units.**

Until the Project is terminated in accordance with this Master Deed, Grantor reserves in favor of itself and the Association, and the employees and agents of each, the right of access to any Unit for the purpose of making inspections, correcting any condition in a Unit that threatens another Unit, and performing installation, alteration, or repair of mechanical or utility services, Limited Common Elements or Common Elements. Prior request for entry shall be made and entry will be at a time convenient to the occupant of the Unit, provided, however, in the event of an emergency, the right of entry shall be immediate, whether or not the Owner or other occupant is present.

\*\*\*Signature Page to Follow\*\*\*

IN WITNESS WHEREOF, the Grantor has executed this Master Deed this 7 day of August, 2003.

Signed, sealed and delivered  
in the presence of:

Leslee Scott Martin  
Kathleen Gillard

**HARTS COVE DEVELOPMENT, LLC (SEAL)**

By: James H. Workman

James Neal Workman  
Its: Member/Manager

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF PICKENS )


## PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within-named James Neal Workman, as Member/Manager of Harts Cove Development, LLC sign, seal and as his act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that (s)he with the other witness witnessed the execution thereof.

Leslee Scott Mac

Sworn to before me this 7  
day of August, 2003.

day of August, 2003.

 (L.S.)  
Notary Public for South Carolina

My Commission Expires: 10/04/09

BOOK 1294 PAGE 030

FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS

2003 AUG -8 A 11: 29

**EXHIBIT INDEX**

- A Property Description
- B Plat
- C Plot Plans consisting of Site Plan, Building Plans, Elevations and Floor Plans of building to be constructed
- D Percentage of Ownership Chart
- E Architect's Certificate
- F Articles of Incorporation of Association (as amended)
- G By-Laws of the Association
- H. Management Agreement
- I. Annexation Property

**EXHIBIT "A"**

All those certain pieces or lots of land lying and being situate in Oconee County, South Carolina, being shown and designated as Tract 1 and Tract 2 on a survey for Harts Cove and Jacobs Chuck prepared by Smith Surveyors, dated April 8, 2003, recorded in the Office of the Register of Deeds for Oconee County, SC in Plat Book A938, Pages 9 and 10, and being thereon described as follows:

**Tract 2:**

Beginning at an iron pin on the northern edge of the pavement of Jacobs Road, thence leaving Jacobs Road and running N 17-03-29 E 632.62 feet to an iron pin; thence N 86-03-16 E 193.72 feet to an iron pin; thence S 34-06-29 W 28.41 feet to an iron pin; thence S 34-06-29 W 321.36 feet to an iron pin; thence S 24-31-51 W 132.33 feet to an iron pin; thence S 18-11-16 W 238.48 feet to an iron pin lying on the northern edge of the pavement of Jacobs Road; thence N 70-54-57 W 56.41 Feet to an iron pin; the point of beginning.

**Tract 1:**

Beginning at an iron pin which is the southwestern corner of the property and is a common corner with Tract 2; thence N 17-03-51 E 660.35 feet to an iron pin; thence S 04-21-19 E 155.65 feet to an iron pin; thence N 65-56-41 E 26.55 feet; thence N 67-29-07 E 26.31 feet to an iron pin; thence N 04-21-19 W 95.21 feet to an iron pin; thence N 57-24-31 E 91.5 feet to an iron pin; thence S 66-07-09 E 91.5 feet; thence S 4-21-19 E 70.82 feet to an iron pin; thence N 89-05-03 E 25.05 feet; thence S 87-21-43 E 25.19 feet; thence S 83-11-35 E 50.35 feet; thence N 04-21-19 W 128.42 feet to an iron pin; thence S 85-38-41 E 5 feet to an iron pin; thence S 04-21-19 E 128.86 feet; thence S 89-19-25 E 20.07 feet; thence N 83-19-42 E 25.02 feet; thence N 04-21-19 W 86.32 feet; thence N 57-24-31 E 91.5 feet; thence S 66-07-09 E 91.5 feet; thence S 04-21-19 E 77.27 feet; thence S 89-17-37 E 25.10 feet; thence S 85-42-52 E 39.17 feet; thence N 04-21-19 W 128.66 feet; thence S 85-38-41 W 10 feet; thence S 04-21-19 E 130.68 feet; thence S 85-07-07 E 36.14 feet; thence N 90-00-00 E 25.07 feet; thence N 90-00-00 E 25.07; thence N 04-21-19 W 97 feet; thence N 57-24-31 E 91.5 feet; thence S 66-07-09 E 106.00 feet; thence S 04-21-19 E 103.4 feet; thence N 90-00-00 E 25.07 feet; thence N 90-00-00 E 25.07 feet; thence S 08-06-54 W 68.98 feet; thence S 89-01-42 W 480.33 feet; thence S 02-53-38 W 238.38 feet; thence N 87-20-57 W 192.63 feet; thence S 72-28-08 W 258.81 feet; thence S 10-08-42 E 148.56 feet; thence S 86-03-16 W 193.72 feet, to the point of beginning.

AND ALSO, an non-exclusive and perpetual easement and right of way over and across that portion of Jacobs Road located on Tract 3 as shown on said plat for ingress and egress from the public portion of Jacobs Road to Tract 2 above described.

AND ALSO, fifteen (15') foot wide easement or easements over and across Tract 3 containing 18.148 acres, more or less, as shown on plat of survey dated January 6, 2002, to construct, operate and maintain water lines, sewer lines, gas lines, electric lines as set forth in that certain Easement dated January 22, 2003.

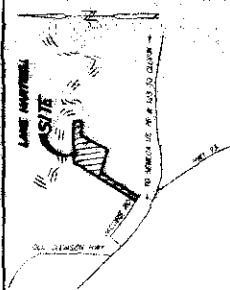
This property is subject to an easement and right of way for ingress and egress from Jacobs Road to Tract 1-A and Tract 1-B and to Lots 1 through 14 all as shown on the aforementioned plat.

This is a portion of the same property conveyed unto University Park, a Partnership and James Neal Workman by deed from Matco Tools Corporation (formerly known as Jacobs Manufacturing Company) and Jacobs Chuck Manufacturing by deed dated 01/22/03 and recorded 01/30/03 in the Office of the Oconee County Register of Deeds in Deed Book 1262 at Page 309. James Neal Workman and University Park, a Partnership subsequently conveyed their interests in the above described property to Hart's Cove Development, LLC by deed dated May 12, 2003 and recorded in Deed Book 1279, at Page 296, Oconee County records.



BOOK **1294** PAGE **032**

EXHIBIT B  
Plat



## BOOK 1294 PAGE 033



TOTAL AREA 15.074 ACRES

[illegible][illegible]

SURVEY FOR  
 HART'S GONE  
 AND  
 JACOBS' CHECK

RECEIVED  
JAN 12 1964  
U.S. DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
WASHINGTON, D.C. 20535

U.S. GOVERNMENT LAKE HARTWELL

DEERING MILLIKEN INC.

CLEMSON UNIVERSITY

40285 1015

LINE	DESCRIPTION	DISTANCE
1	1.00	1.00
2	2.00	2.00
3	3.00	3.00
4	4.00	4.00
5	5.00	5.00
6	6.00	6.00
7	7.00	7.00
8	8.00	8.00
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OCONEE COUNTY, S.C.  
REGISTER OF DEEDS

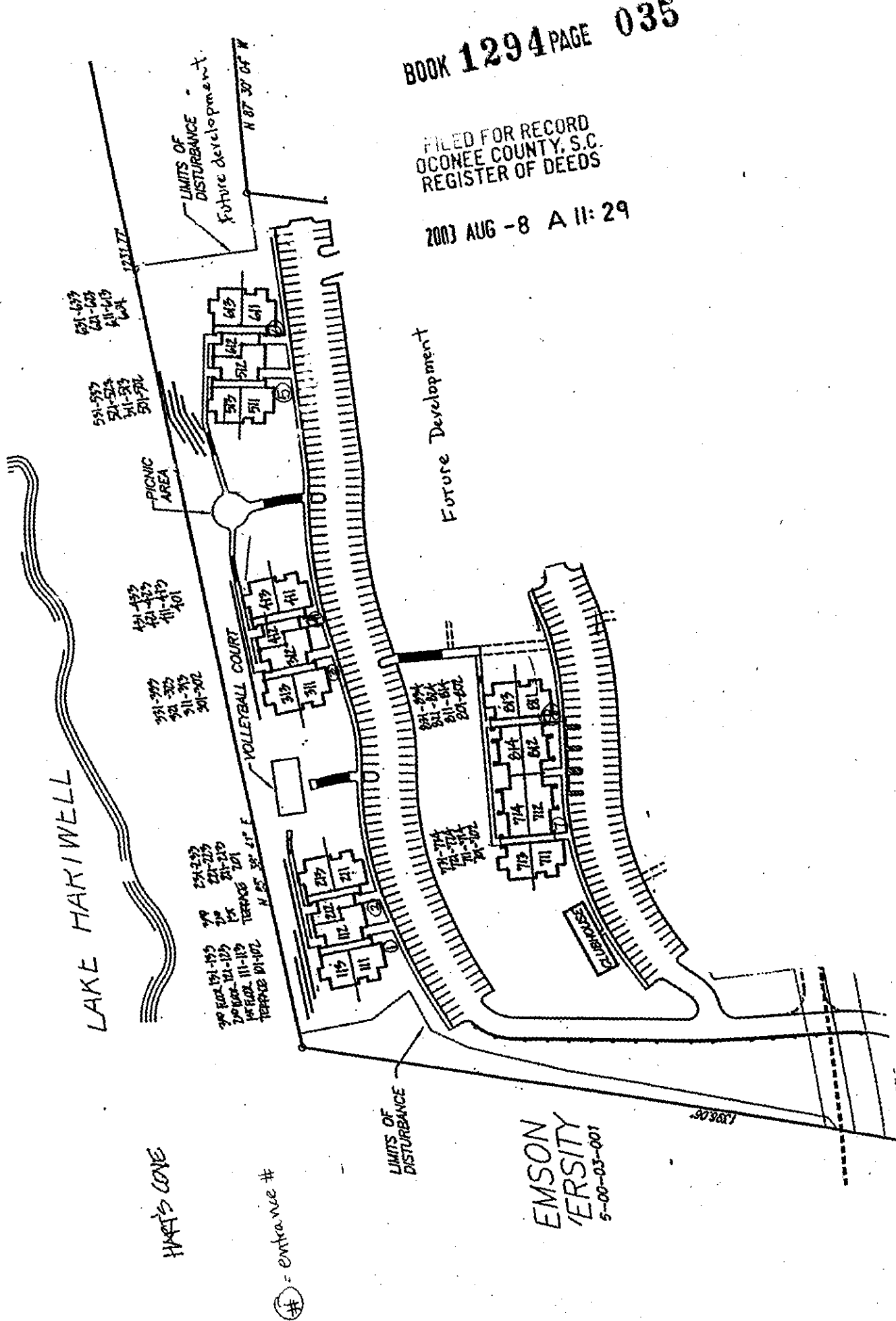
2003 AUG -8 A 11: 29

EXHIBIT C

BOOK 1294 PAGE 034

Plot Plans, consisting of  
(Site Plans, Building Plans, Elevations  
and Floor Plans of Buildings to be constructed)

Exhibit C - Site Plan



BOOK 1294 PAGE 035

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OCONEE COUNTY, S.C.  
REGISTER OF DEEDS

2003 AUG -8 A 11:29

EMSON  
ERSITY  
5-00-03-001

Exhibit C  
Site Plan  
Unit Number Key

BOOK 1294 PAGE 036

The unit numbers designating the condominium units reflect the location of the unit in the project, floor level and location within the building.

Harts Cove HPR condominium units are three digit numbers, each digit reflects a different aspect of the unit's location.

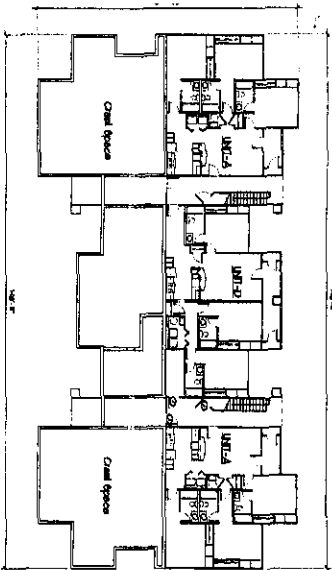
The first digit refers to the entrance number to the building that leads to the unit,  
Building 1 has entrances 1 and 2, from left to right  
Building 2 has entrances 3 and 4, from left to right  
Building 3 has entrances 5 and 6, from left to right  
Building 4 has entrances 7 and 8, from left to right

The second digit refers to the floor level number the unit is located on. There are four levels.  
Terrace Level is 0  
First Level is 1  
Second Level is 2  
Third Level is 3

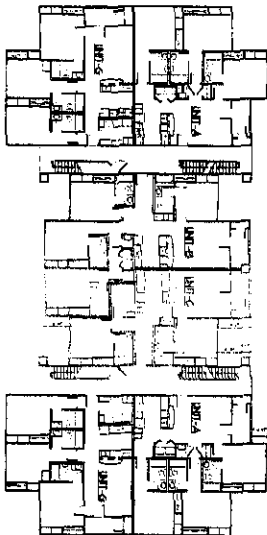
The third digit refers to the location of the unit on its floor level. The location of the unit on its floor level is shown on the site plan.

For example: Unit Number 311 is located at the entrance # 3, first level, left front corner unit.  
Unit Number 632 is located at the entrance # 6, third level, right interior unit.

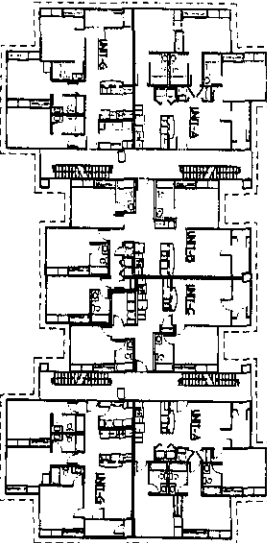
FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS  
2003 AUG - 8 A 11:29



1 FLOOR PLAN - TERRACE  
BUILDING BOOK 1294, PAGE 037  
NORTH

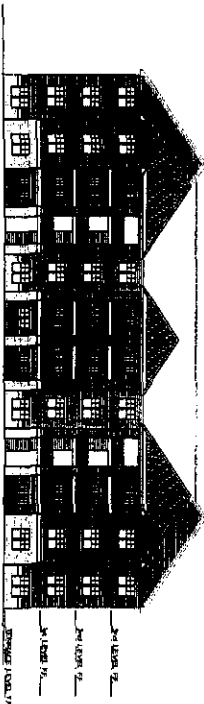


2 FLOOR PLAN - 1st LEVEL  
BUILDING BOOK 1294, PAGE 037  
NORTH

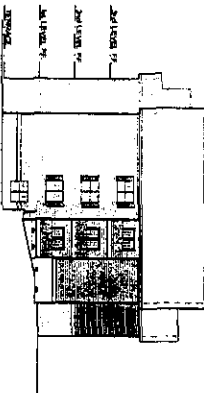


3 FLOOR PLAN - 2nd & 3rd LEVEL  
BUILDING BOOK 1294, PAGE 037  
NORTH

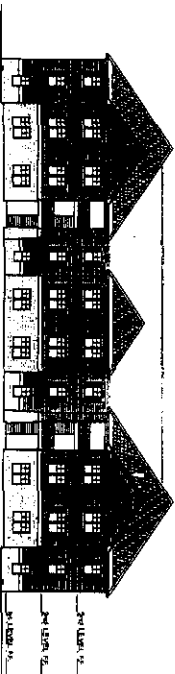
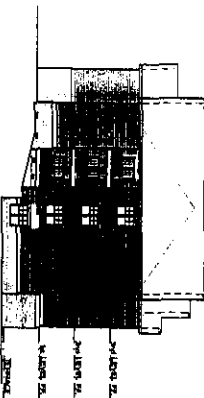
Exhibit



4 NORTH ELEVATION - LAKESIDE  
BUILDING BOOK 1294, PAGE 037



5 SIDE ELEVATIONS  
BUILDING BOOK 1294, PAGE 037

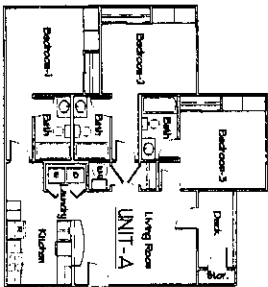


6 SOUTH ELEVATION - PARKING SIDE  
BUILDING BOOK 1294, PAGE 037



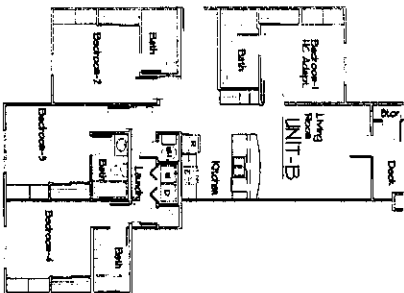
APARTMENT BUILDING:  
**HART'S COVE**  
CLEMSON, SOUTH CAROLINA

21



UNIT-A		
SPACE NAME	DIMENSIONS	AREA
BATH 1	5'-0" x 5'-0"	25 SQ. FT.
BATH 2	5'-0" x 5'-0"	25 SQ. FT.
BATH 3	5'-0" x 5'-0"	25 SQ. FT.
BEDROOM 1	10'-0" x 10'-0"	100 SQ. FT.
BEDROOM 2	10'-0" x 10'-0"	100 SQ. FT.
BEDROOM 3	10'-0" x 10'-0"	100 SQ. FT.
CL. CLOSET	2'-0" x 5'-0"	10 SQ. FT.
KITCHEN	9'-0" x 10'-0"	90 SQ. FT.
LIVING ROOM	13'-0" x 11'-0"	143 SQ. FT.
MECHANICAL	5'-4" x 5'-0"	27 SQ. FT.
DECK	5'-4" x 5'-0"	27 SQ. FT.
STORAGE	2'-0" x 5'-0"	10 SQ. FT.

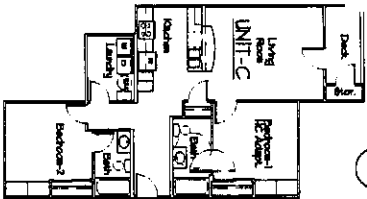
Exhibit C



UNIT-B		
SPACE NAME	DIMENSIONS	AREA
BATH 1	5'-0" x 5'-4"	26 SQ. FT.
BATH 2	5'-0" x 5'-0"	25 SQ. FT.
BATH 3	5'-0" x 5'-0"	25 SQ. FT.
BATH 4	5'-0" x 5'-0"	25 SQ. FT.
BEDROOM 1	10'-0" x 10'-0"	100 SQ. FT.
BEDROOM 2	10'-0" x 10'-0"	100 SQ. FT.
BEDROOM 3	10'-0" x 10'-0"	100 SQ. FT.
BEDROOM 4	10'-0" x 10'-0"	100 SQ. FT.
CL. CLOSET	2'-0" x 5'-0"	10 SQ. FT.
KITCHEN	9'-0" x 10'-0"	90 SQ. FT.
LIVING ROOM	13'-0" x 11'-0"	143 SQ. FT.
MECHANICAL	5'-4" x 5'-0"	27 SQ. FT.
DECK	5'-4" x 5'-0"	27 SQ. FT.
STORAGE	2'-0" x 5'-0"	10 SQ. FT.

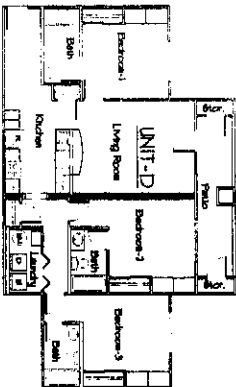
1 UNIT-A

2 UNIT-B



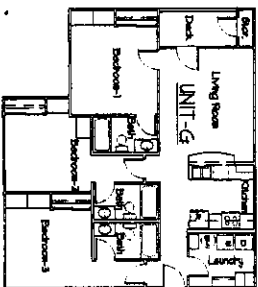
UNIT-C		
SPACE NAME	DIMENSIONS	AREA
BATH 1	5'-0" x 5'-4"	26 SQ. FT.
BATH 2	5'-0" x 5'-0"	25 SQ. FT.
BEDROOM 1	10'-0" x 10'-0"	100 SQ. FT.
BEDROOM 2	10'-0" x 10'-0"	100 SQ. FT.
BEDROOM 3	10'-0" x 10'-0"	100 SQ. FT.
CL. CLOSET	2'-0" x 5'-0"	10 SQ. FT.
KITCHEN	9'-0" x 10'-0"	90 SQ. FT.
LIVING ROOM	13'-0" x 11'-0"	143 SQ. FT.
MECHANICAL	5'-4" x 5'-0"	27 SQ. FT.
DECK	5'-4" x 5'-0"	27 SQ. FT.
STORAGE	2'-0" x 5'-0"	10 SQ. FT.

3 UNIT-C



UNIT-D		
SPACE NAME	DIMENSIONS	AREA
BATH 1	5'-0" x 5'-0"	25 SQ. FT.
BATH 2	5'-0" x 5'-0"	25 SQ. FT.
BATH 3	5'-0" x 5'-0"	25 SQ. FT.
BATH 4	5'-0" x 5'-0"	25 SQ. FT.
BEDROOM 1	10'-0" x 10'-0"	100 SQ. FT.
BEDROOM 2	10'-0" x 10'-0"	100 SQ. FT.
BEDROOM 3	10'-0" x 10'-0"	100 SQ. FT.
BEDROOM 4	10'-0" x 10'-0"	100 SQ. FT.
CL. CLOSET	2'-0" x 5'-0"	10 SQ. FT.
KITCHEN	9'-0" x 10'-0"	90 SQ. FT.
LIVING ROOM	13'-0" x 11'-0"	143 SQ. FT.
MECHANICAL	5'-4" x 5'-0"	27 SQ. FT.
DECK	5'-4" x 5'-0"	27 SQ. FT.
STORAGE	2'-0" x 5'-0"	10 SQ. FT.

4 UNIT-D



UNIT-G		
SPACE NAME	DIMENSIONS	AREA
BATH 1	5'-0" x 5'-0"	25 SQ. FT.
BATH 2	5'-0" x 5'-0"	25 SQ. FT.
BATH 3	5'-0" x 5'-0"	25 SQ. FT.
BEDROOM 1	10'-0" x 10'-0"	100 SQ. FT.
BEDROOM 2	10'-0" x 10'-0"	100 SQ. FT.
BEDROOM 3	10'-0" x 10'-0"	100 SQ. FT.
CL. CLOSET	2'-0" x 5'-0"	10 SQ. FT.
KITCHEN	9'-0" x 10'-0"	90 SQ. FT.
LIVING ROOM	13'-0" x 11'-0"	143 SQ. FT.
MECHANICAL	5'-4" x 5'-0"	27 SQ. FT.
DECK	5'-4" x 5'-0"	27 SQ. FT.
STORAGE	2'-0" x 5'-0"	10 SQ. FT.

5 UNIT-G



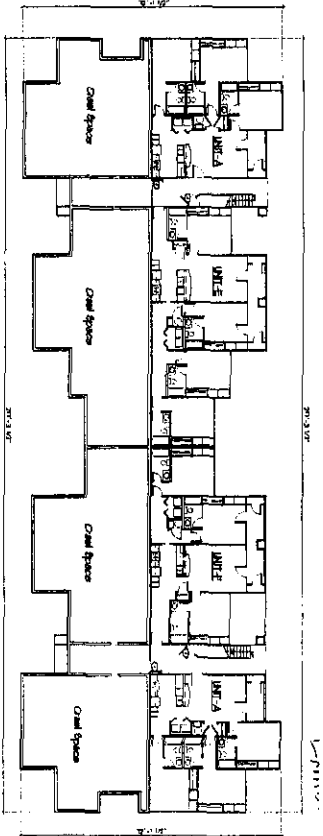
10 N. 1st St.  
Clemson, SC 29634  
864-656-1000

10 N. 1st St.  
Clemson, SC 29634  
864-656-1000

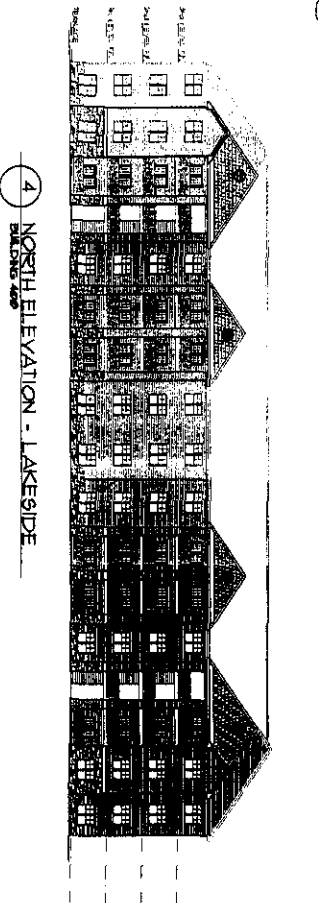
APARTMENT BUILDING:  
**HART'S COVE**  
CLEMSON, SOUTH CAROLINA

10 N. 1st St.  
Clemson, SC 29634  
864-656-1000

10 N. 1st St.  
Clemson, SC 29634  
864-656-1000

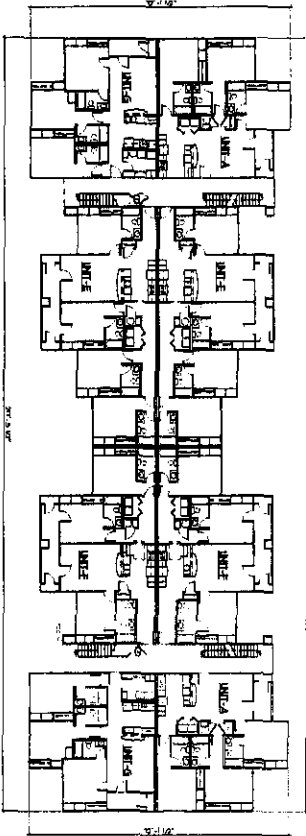


1 FLOOR PLAN - TERRACE

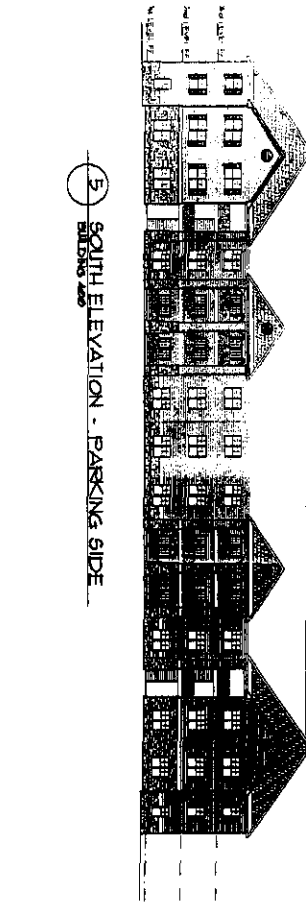


4 NORTH ELEVATION - LAKESIDE

10.10.2009  
Clemson University  
1000 Sikes Hall  
Clemson, SC 29634-0900  
Tel: 864/656-1234  
Fax: 864/656-1234  
Email: info@clemson.edu  
Web: www.clemson.edu

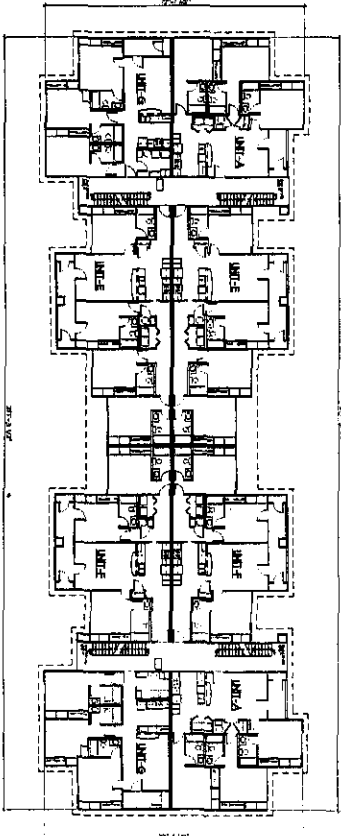


2 FLOOR PLAN - 1st LEVEL

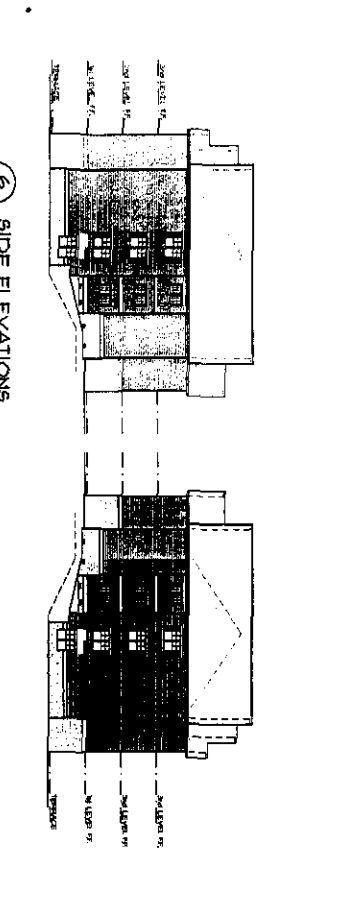


5 SOUTH ELEVATION - PARKING SIDE

10.10.2009  
Clemson University  
1000 Sikes Hall  
Clemson, SC 29634-0900  
Tel: 864/656-1234  
Fax: 864/656-1234  
Email: info@clemson.edu  
Web: www.clemson.edu



3 FLOOR PLAN - 2nd & 3rd LEVEL

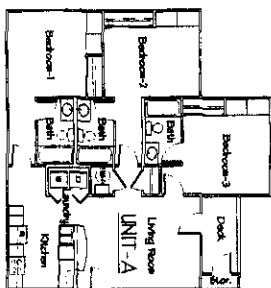


6 SIDE ELEVATIONS

APARTMENT BUILDING:  
**HART'S COVE**  
CLEMSON, SOUTH CAROLINA

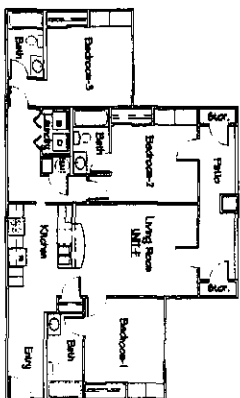
10.10.2009  
Clemson University  
1000 Sikes Hall  
Clemson, SC 29634-0900  
Tel: 864/656-1234  
Fax: 864/656-1234  
Email: info@clemson.edu  
Web: www.clemson.edu





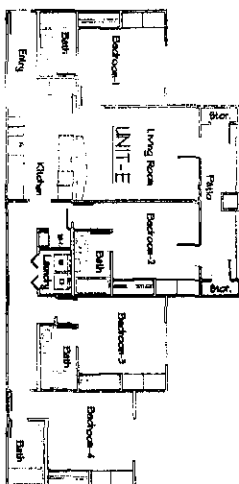
UNIT-A		
SPACE NAME	DIMENSIONS	AREA
BATH #1	5'-0" x 5'-0"	46 SQ. FT.
BATH #2	5'-0" x 5'-0"	46 SQ. FT.
BATH #3	5'-0" x 5'-0"	46 SQ. FT.
BEDROOM #1	12'-0" x 10'-3"	139 SQ. FT.
BEDROOM #2	5'-5" x 13'-1"	78 SQ. FT.
BEDROOM #3	10'-5" x 12'-0"	139 SQ. FT.
CLOSET	2'-0" x 5'-0"	1 SQ. FT.
ENTRY		
KITCHEN	9'-0" x 13'-0"	117 SQ. FT.
LIVING ROOM	13'-0" x 17'-0"	221 SQ. FT.
TECHNICAL	5'-0" x 3'-0"	1 SQ. FT.
DINING	7'-0" x 10'-0"	70 SQ. FT.
STORAGE	2'-0" x 5'-0"	10 SQ. FT.

## UNIT - A



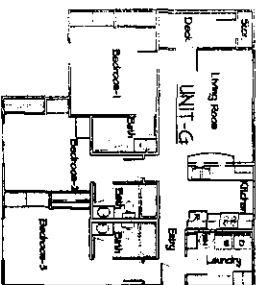
UNIT #		
SPACE NAME	DIMENSIONS	AREA
BATH #1	5'-0" x 7'-0"	60 SQ. FT.
BATH #2	5'-0" x 9'-0"	45 SQ. FT.
BATH #3	5'-0" x 5'-2"	45 SQ. FT.
BEDROOM #1	10'-0" x 11'-0"	120 SQ. FT.
BEDROOM #2	6'-0" x 9'-0"	54 SQ. FT.
CLOSET #1	7'-0" x 11'-0"	77 SQ. FT.
CLOSET #2	7'-0" x 5'-8"	39 SQ. FT.
ENTRY	17'-3" x 5'-0"	84 SQ. FT.
HALLWAY	3'-0" x 5'-0"	15 SQ. FT.
KITCHEN	13'-0" x 13'-1"	169 SQ. FT.
LIVING ROOM	13'-1" x 16'-1"	211 SQ. FT.
Mechanical	2'-0" x 3'-0"	6 SQ. FT.
Storage	7'-0" x 5'-0"	35 SQ. FT.
Storage	5'-0" x 5'-0"	25 SQ. FT.
PLATO	5'-4" x 11'-0"	59 SQ. FT.

## UNIT-F



UNIT #		AREA
DRINKING	45 SQ. FT.	
BATH #1	45 SQ. FT.	
BATH #2	45 SQ. FT.	
BATH #3	45 SQ. FT.	
BATH #4	45 SQ. FT.	
BATH #5	45 SQ. FT.	
BATH #6	45 SQ. FT.	
BATH #7	45 SQ. FT.	
BATH #8	45 SQ. FT.	
BATH #9	45 SQ. FT.	
BATH #10	45 SQ. FT.	
BATH #11	45 SQ. FT.	
BATH #12	45 SQ. FT.	
BATH #13	45 SQ. FT.	
BATH #14	45 SQ. FT.	
BATH #15	45 SQ. FT.	
BATH #16	45 SQ. FT.	
BATH #17	45 SQ. FT.	
BATH #18	45 SQ. FT.	
BATH #19	45 SQ. FT.	
BATH #20	45 SQ. FT.	
BATH #21	45 SQ. FT.	
BATH #22	45 SQ. FT.	
BATH #23	45 SQ. FT.	
BATH #24	45 SQ. FT.	
BATH #25	45 SQ. FT.	
BATH #26	45 SQ. FT.	
BATH #27	45 SQ. FT.	
BATH #28	45 SQ. FT.	
BATH #29	45 SQ. FT.	
BATH #30	45 SQ. FT.	
BATH #31	45 SQ. FT.	
BATH #32	45 SQ. FT.	
BATH #33	45 SQ. FT.	
BATH #34	45 SQ. FT.	
BATH #35	45 SQ. FT.	
BATH #36	45 SQ. FT.	
BATH #37	45 SQ. FT.	
BATH #38	45 SQ. FT.	
BATH #39	45 SQ. FT.	
BATH #40	45 SQ. FT.	
BATH #41	45 SQ. FT.	
BATH #42	45 SQ. FT.	
BATH #43	45 SQ. FT.	
BATH #44	45 SQ. FT.	
BATH #45	45 SQ. FT.	
BATH #46	45 SQ. FT.	
BATH #47	45 SQ. FT.	
BATH #48	45 SQ. FT.	
BATH #49	45 SQ. FT.	
BATH #50	45 SQ. FT.	
BATH #51	45 SQ. FT.	
BATH #52	45 SQ. FT.	
BATH #53	45 SQ. FT.	
BATH #54	45 SQ. FT.	
BATH #55	45 SQ. FT.	
BATH #56	45 SQ. FT.	
BATH #57	45 SQ. FT.	
BATH #58	45 SQ. FT.	
BATH #59	45 SQ. FT.	
BATH #60	45 SQ. FT.	
BATH #61	45 SQ. FT.	
BATH #62	45 SQ. FT.	
BATH #63	45 SQ. FT.	
BATH #64	45 SQ. FT.	
BATH #65	45 SQ. FT.	
BATH #66	45 SQ. FT.	
BATH #67	45 SQ. FT.	
BATH #68	45 SQ. FT.	
BATH #69	45 SQ. FT.	
BATH #70	45 SQ. FT.	
BATH #71	45 SQ. FT.	
BATH #72	45 SQ. FT.	
BATH #73	45 SQ. FT.	
BATH #74	45 SQ. FT.	
BATH #75	45 SQ. FT.	
BATH #76	45 SQ. FT.	
BATH #77	45 SQ. FT.	
BATH #78	45 SQ. FT.	
BATH #79	45 SQ. FT.	
BATH #80	45 SQ. FT.	
BATH #81	45 SQ. FT.	
BATH #82	45 SQ. FT.	
BATH #83	45 SQ. FT.	
BATH #84	45 SQ. FT.	
BATH #85	45 SQ. FT.	
BATH #86	45 SQ. FT.	
BATH #87	45 SQ. FT.	
BATH #88	45 SQ. FT.	
BATH #89	45 SQ. FT.	
BATH #90	45 SQ. FT.	
BATH #91	45 SQ. FT.	
BATH #92	45 SQ. FT.	
BATH #93	45 SQ. FT.	
BATH #94	45 SQ. FT.	
BATH #95	45 SQ. FT.	
BATH #96	45 SQ. FT.	
BATH #97	45 SQ. FT.	
BATH #98	45 SQ. FT.	
BATH #99	45 SQ. FT.	
BATH #100	45 SQ. FT.	

## UNIT-E



UNIT - G		AREA
GRACE NAME	PERIMETER	
BENJ 1	$5 \cdot 0'' \times 5 \cdot 0''$	25 SQ. FT.
BENJ 2	$5 \cdot 0'' \times 5 \cdot 0''$	25 SQ. FT.
BENJ 3	$5 \cdot 0'' \times 5 \cdot 0''$	25 SQ. FT.
BENJOSH 1	$17 \cdot 4'' \times 17 \cdot 0''$	296 SQ. FT.
BENJOSH 2	$16 \cdot 5'' \times 17 \cdot 0''$	280 SQ. FT.
BENJOSH 3	$16 \cdot 5'' \times 17 \cdot 0''$	280 SQ. FT.
CLORIE	$3 \cdot 0'' \times 5 \cdot 5''$	16 SQ. FT.
BRUNY	$6 \cdot 0'' \times 3 \cdot 4''$	20 SQ. FT.
KRICHEN	$5 \cdot 0'' \times 13 \cdot 0''$	65 SQ. FT.
LAUREY / MEDICAL	$7 \cdot 6'' \times 9 \cdot 0''$	68 SQ. FT.
LIVING ROOM	$16 \cdot 0'' \times 13 \cdot 0''$	208 SQ. FT.
DINING	$5 \cdot 4'' \times 9 \cdot 0''$	49 SQ. FT.
KITCHEN	$3 \cdot 0'' \times 5 \cdot 0''$	15 SQ. FT.

## UNIT - 6

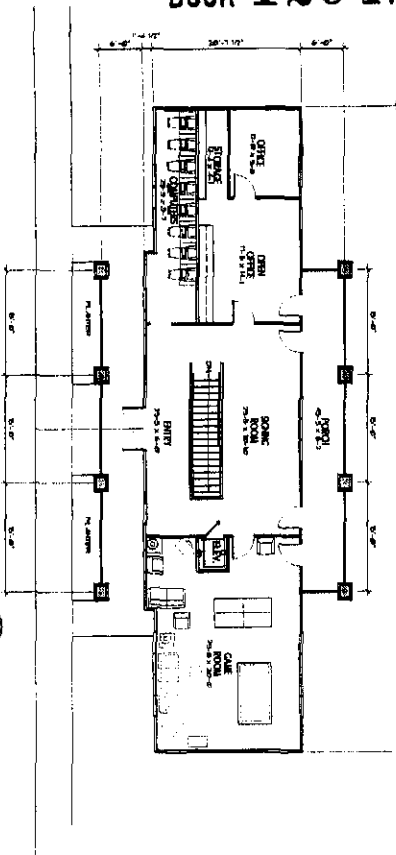
Exhibit 1

**Signature:** \_\_\_\_\_  
**Artist:** \_\_\_\_\_

P.O. Box 800  
Channah, St. Vincent  
868 454-1202 W/L  
868 454-1208 FAX

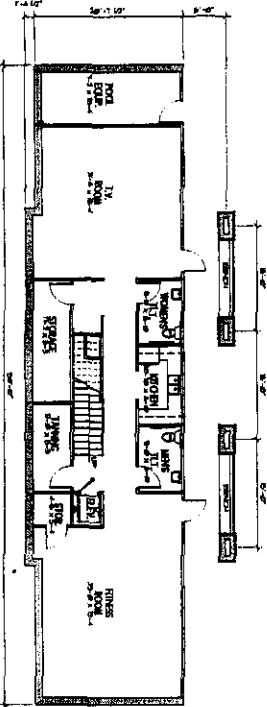
**Treated**  
ECONOMY PROTECTS YOU

APARTMENT BUILDING:  
HART'S COVE  
CLEMSON, SOUTH CAROLINA

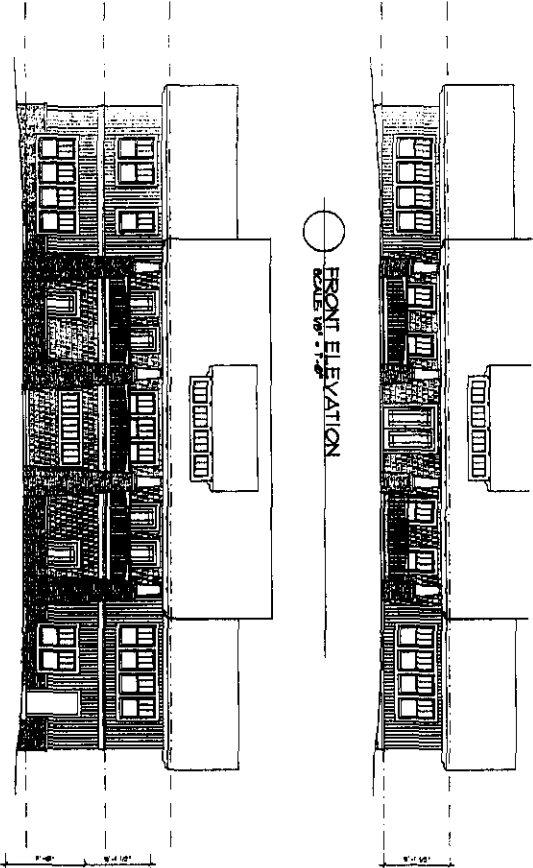


MAIN LEVEL FLOOR PLAN  
SCALE: 1/8" = 1'-0"  
N

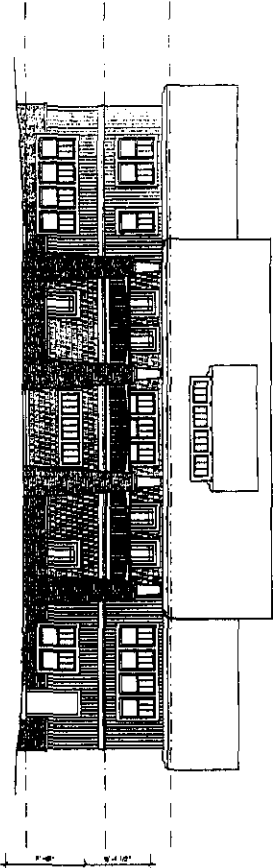
ROOM SIZE ? AREA TABLE		
ROOM NAME	SIZE	AREA OF ROOM
MAIN LEVEL		
ENTRY	23'-5" x 6'-0"	116 SQFT.
SEMINAR ROOM	23'-5" x 10'-0"	235 SQFT.
COMPUTER ROOM	23'-0" x 5'-1"	115 SQFT.
STORAGE	17'-4" x 4'-1"	51 SQFT.
OFFICE	17'-0" x 9'-8"	111 SQFT.
OPEN OFFICE	17'-5" x 14'-1"	245 SQFT.
CARE ROOM	23'-0" x 20'-0"	460 SQFT.
LOWER LEVEL		
POOL EQUIPMENT	17'-2" x 11'-4"	193 SQFT.
TV ROOM	21'-6" x 15'-4"	418 SQFT.
STORAGE	17'-2" x 5'-3"	90 SQFT.
TANNING	17'-0" x 5'-3"	64 SQFT.
STORAGE	4'-5" x 5'-3"	23 SQFT.
FITNESS ROOM	23'-0" x 19'-4"	571 SQFT.
MEN'S TOILET	9'-0" x 6'-0"	54 SQFT.
KITCHEN	10'-10" x 6'-0"	65 SQFT.
WOMEN'S TOILET	9'-0" x 6'-0"	54 SQFT.



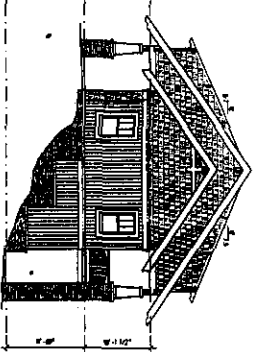
LOWER LEVEL FLOOR PLAN  
SCALE: 1/8" = 1'-0"  
N



FRONT ELEVATION  
SCALE: 1/8" = 1'-0"



REAR ELEVATION  
SCALE: 1/8" = 1'-0"



SIDE ELEVATION  
SCALE: 1/8" = 1'-0"

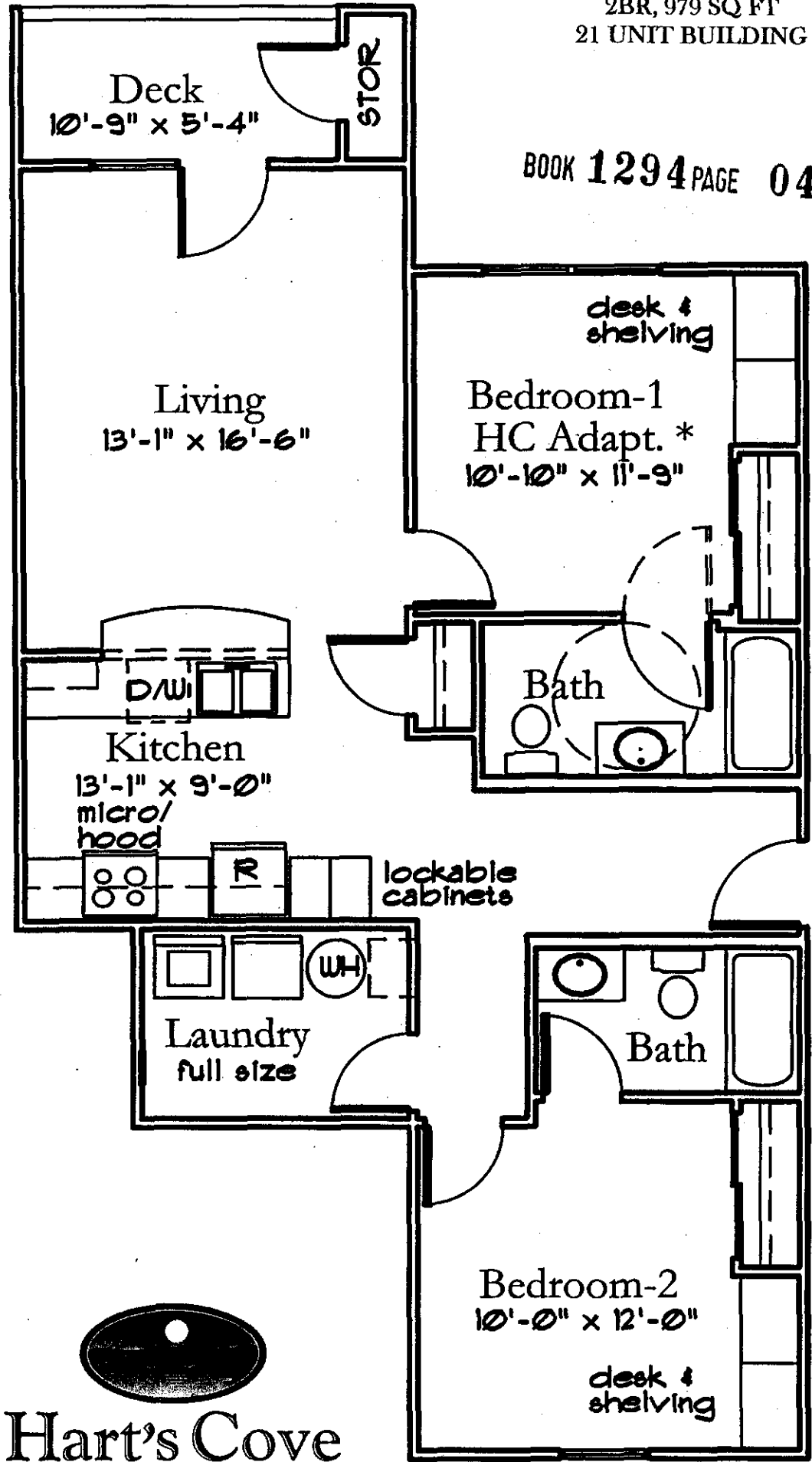
CH  
A CLUBHOUSE FOR:  
**HART'S COVE APARTMENTS**  
CLEMSON, SOUTH CAROLINA

PAID BY THE  
COUNTY OF CLYDE  
FOR THE YEAR  
2000  
IN FULL  
FEBRUARY 2001  
CLYDE COUNTY, SOUTH CAROLINA  
CLERK OF COURTS  
JAMES L. HARRIS

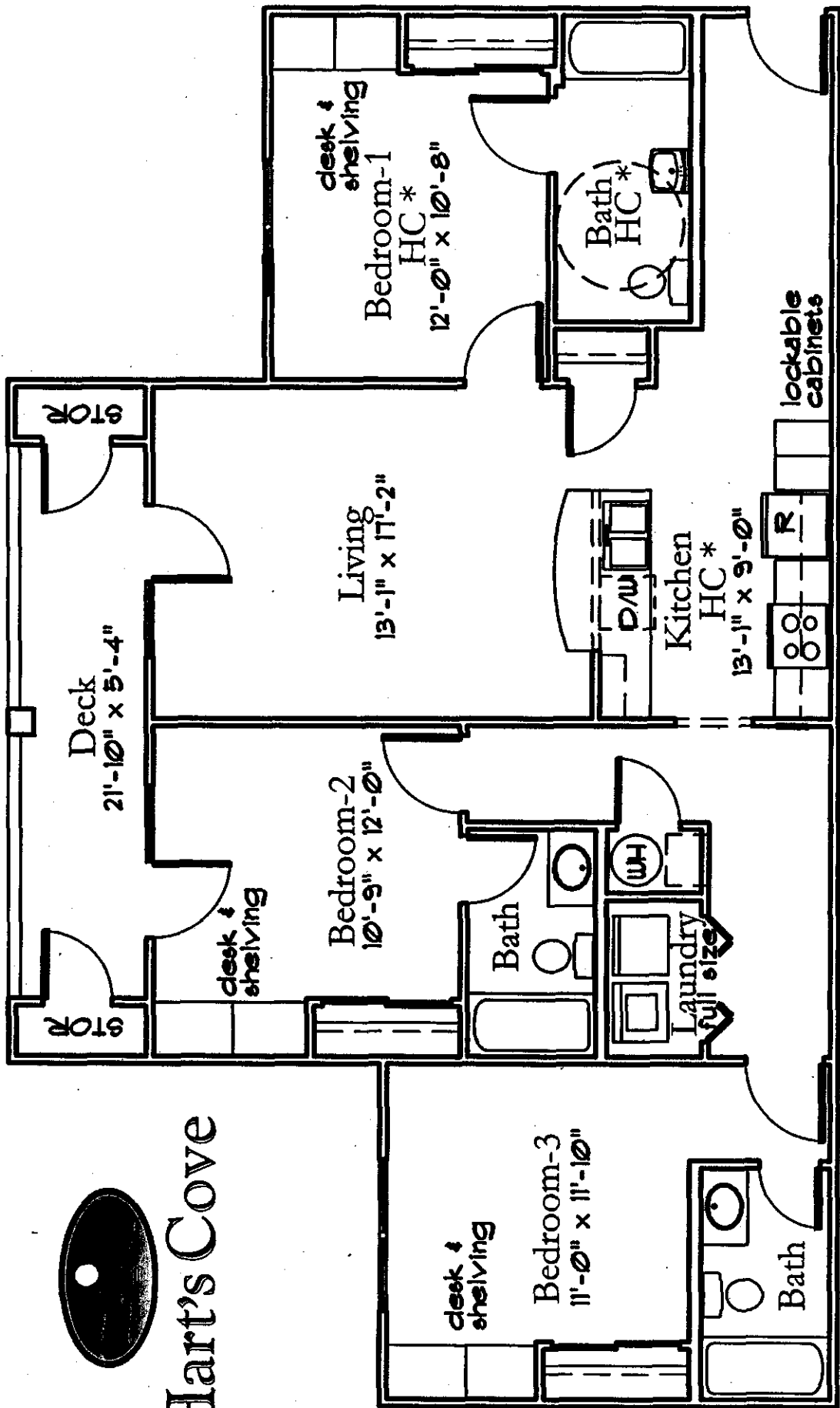
Indel  
CLERK OF COURTS

BOOK 1294 PAGE 042

Exhibit C - Floor Plans

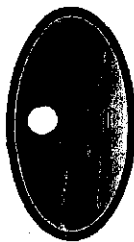


\* PARKING LEVEL ONLY

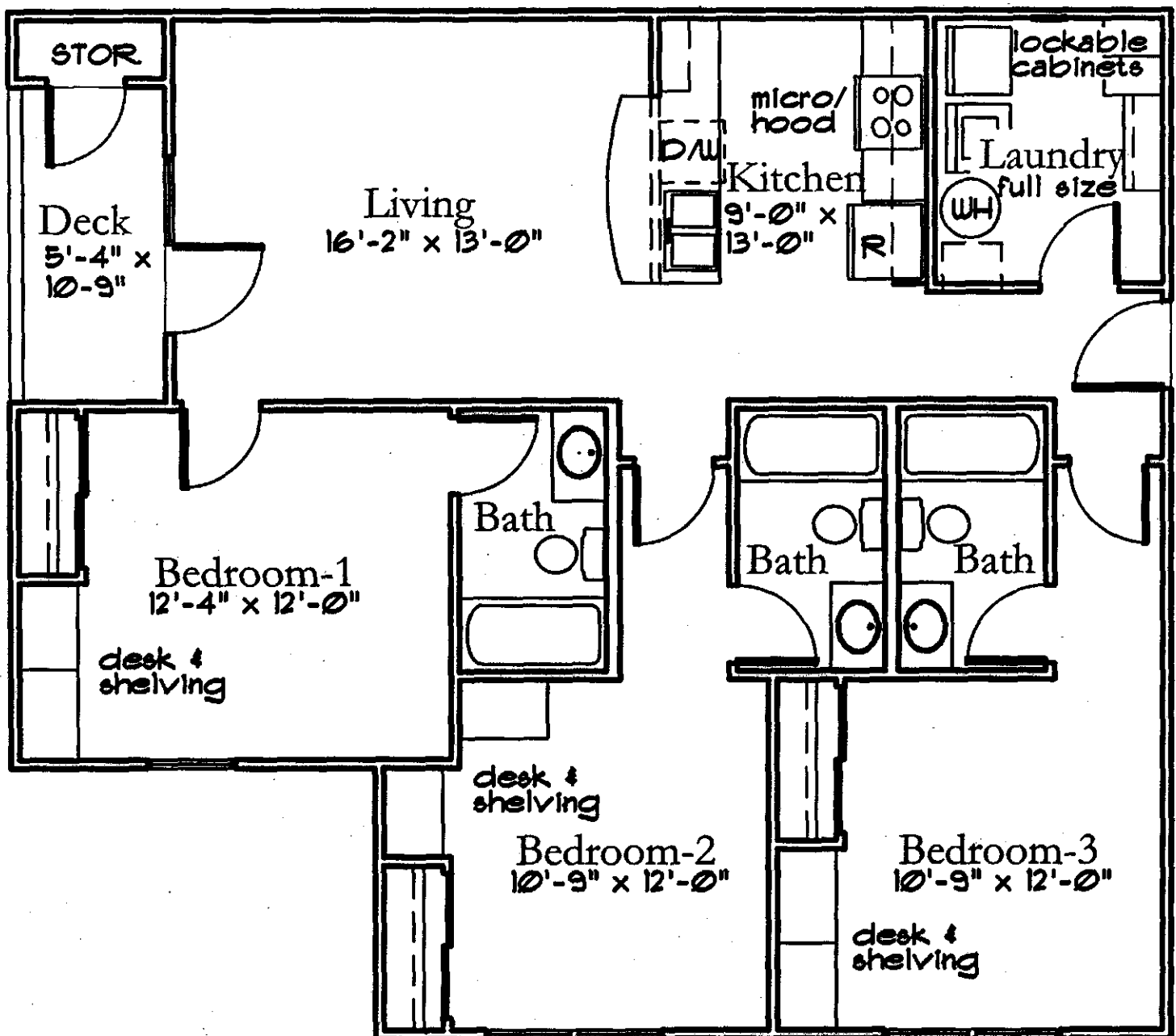


\* PARKING LEVEL ONLY

3BR, 1269 SQ FT,  
28 UNIT BUILDING

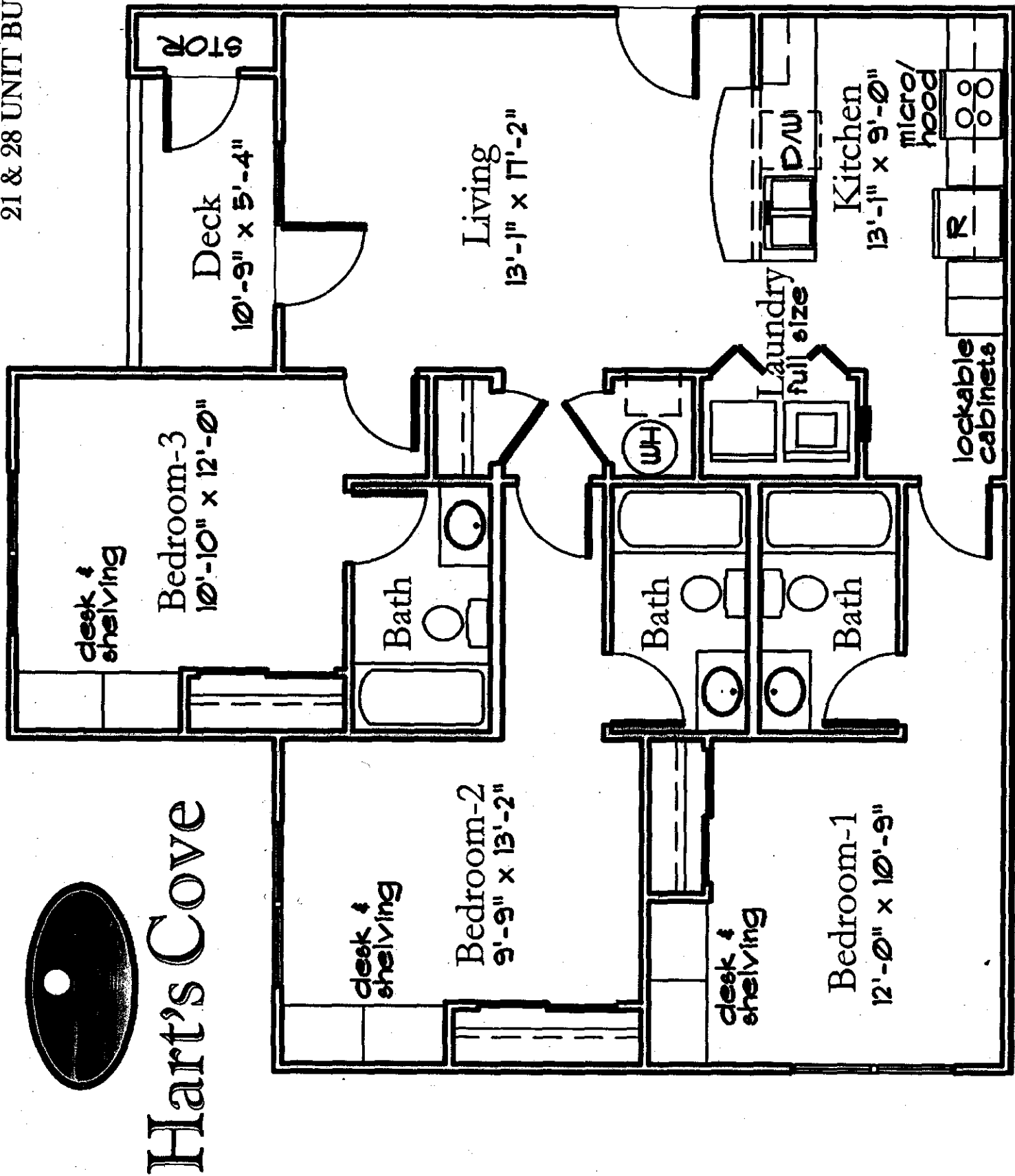


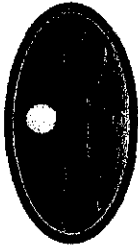
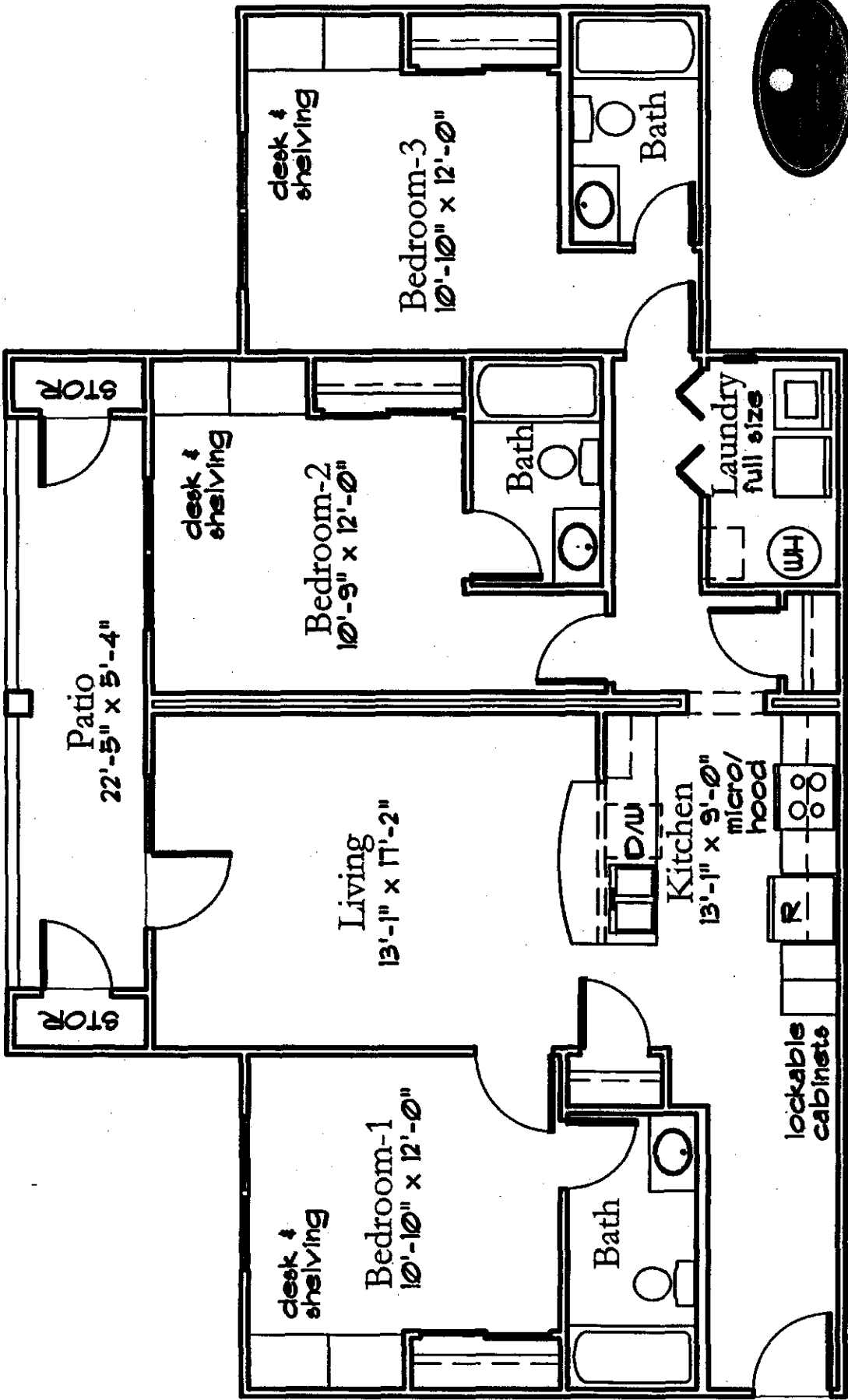
Hart's Cove



# Hart's Cove

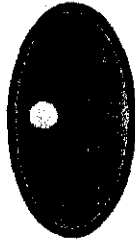
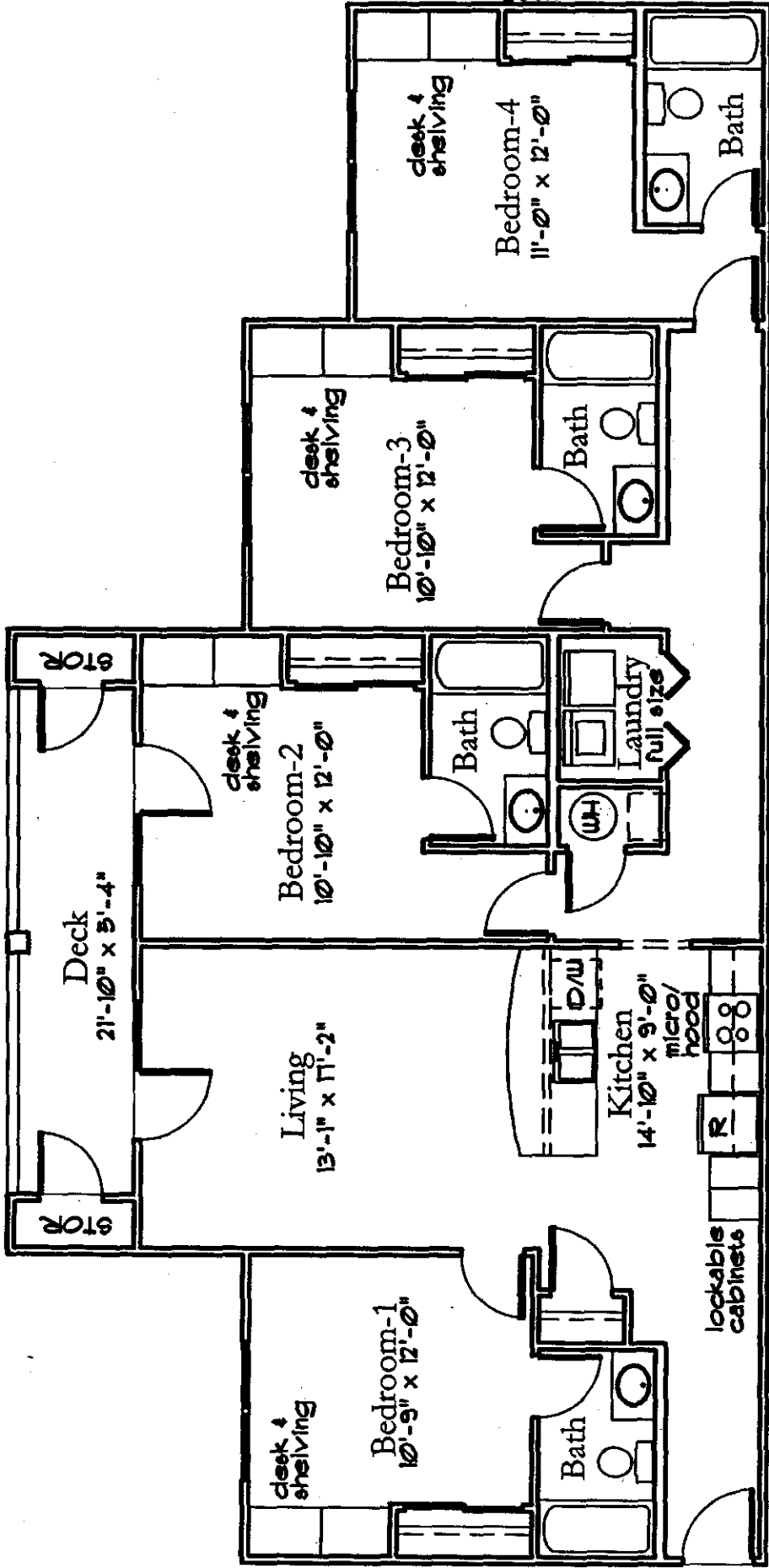
3BR, 1197 SQ FT,  
21 & 28 UNIT BUILDING





Hart's Cove

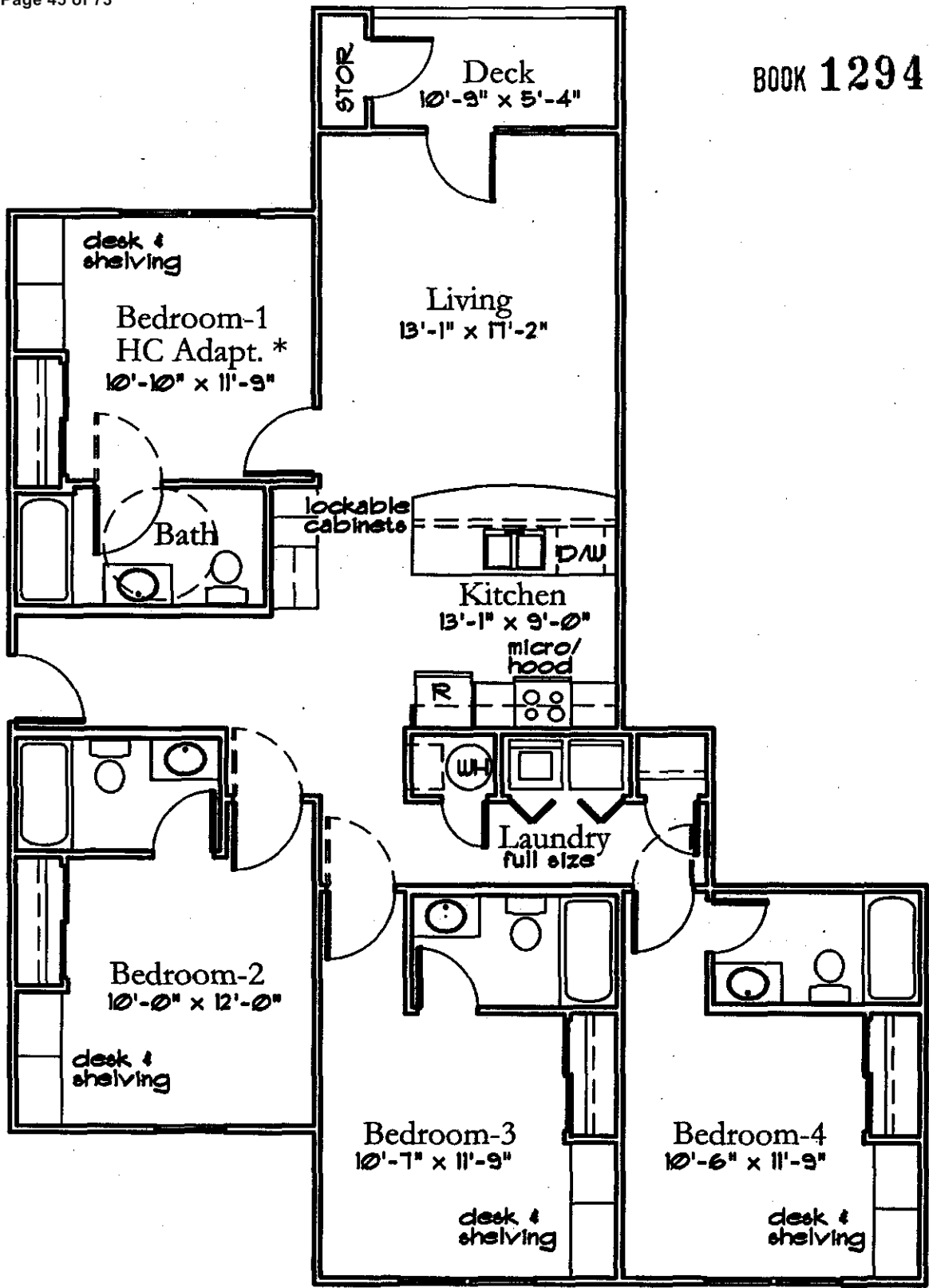
3BR, 1296 SQ FT, 1st LEVEL  
21 UNIT BUILDING



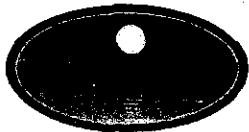
Hart's Cove

4BR, 1568 SQ FT,  
28 UNIT BUILDING





\* PARKING LEVEL ONLY



Hart's Cove

4BR, 1517 SQ FT  
21 UNIT BUILDING

EXHIBIT D

Percentage of Ownership Chart

<u>Building Number</u>	<u>Unit Number</u>	<u>Percentage of Ownership</u>
1	Unit 101	0.010989
	Unit 102	0.010989
	Unit 111	0.010989
	Unit 112	0.010989
	Unit 113	0.010989
	Unit 121	0.010989
	Unit 122	0.010989
	Unit 123	0.010989
	Unit 131	0.010989
	Unit 132	0.010989
	Unit 133	0.010989
	Unit 201	0.010989
	Unit 211	0.010989
	Unit 212	0.010989
	Unit 213	0.010989
	Unit 221	0.010989
	Unit 222	0.010989
	Unit 223	0.010989
	Unit 231	0.010989
	Unit 232	0.010989
	Unit 233	0.010989

<u>Building Number</u>	<u>Unit Number</u>	<u>Percentage of Ownership</u>
2	Unit 301	0.010989
	Unit 302	0.010989
	Unit 311	0.010989
	Unit 312	0.010989
	Unit 313	0.010989
	Unit 321	0.010989
	Unit 322	0.010989
	Unit 323	0.010989
	Unit 331	0.010989
	Unit 332	0.010989
	Unit 333	0.010989
	Unit 401	0.010989
	Unit 411	0.010989
	Unit 412	0.010989
	Unit 413	0.010989
	Unit 421	0.010989
	Unit 422	0.010989
	Unit 423	0.010989
	Unit 431	0.010989
	Unit 432	0.010989
	Unit 433	0.010989

<u>Building Number</u>	<u>Unit Number</u>	<u>Percentage of Ownership</u>
3	Unit 501	0.010989
	Unit 502	0.010989
	Unit 511	0.010989
	Unit 512	0.010989
	Unit 513	0.010989
	Unit 521	0.010989
	Unit 522	0.010989
	Unit 523	0.010989
	Unit 531	0.010989
	Unit 532	0.010989
	Unit 533	0.010989
	Unit 601	0.010989
	Unit 611	0.010989
	Unit 612	0.010989
	Unit 613	0.010989
	Unit 621	0.010989
	Unit 622	0.010989
	Unit 623	0.010989
	Unit 631	0.010989
	Unit 632	0.010989
	Unit 633	0.010989

<u>Building Number</u>	<u>Unit Number</u>	<u>Percentage of Ownership</u>
4	Unit 701	0.010989
	Unit 702	0.010989
	Unit 711	0.010989
	Unit 712	0.010989
	Unit 713	0.010989
	Unit 714	0.010989
	Unit 721	0.010989
	Unit 722	0.010989
	Unit 723	0.010989
	Unit 724	0.010989
	Unit 731	0.010989
	Unit 732	0.010989
	Unit 733	0.010989
	Unit 734	0.010989
	Unit 801	0.010989
	Unit 802	0.010989
	Unit 811	0.010989
	Unit 812	0.010989
	Unit 813	0.010989
	Unit 814	0.010989
	Unit 821	0.010989
	Unit 822	0.010989
	Unit 823	0.010989
	Unit 824	0.010989
	Unit 831	0.010989
	Unit 832	0.010989
	Unit 833	0.010989
	Unit 824	0.010989

BOOK 1294 PAGE 051

EXHIBIT "E"  
TO MASTER DEED OF  
Harts Cove HORIZONTAL PROPERTY REGIME  
ARCHITECT'S CERTIFICATE

  
Signature Architects

BOOK 1294 PAGE 052

ARCHITECTS' CERTIFICATION LETTER

May 8, 2003

Branch Banking and Trust Company  
of South Carolina  
Anderson, South Carolina

Attention: Loan Administrator

**Re: 91-Unit Condominium Project known as "Hart's Cove" to be located in  
Oconee County, South Carolina**

Gentlemen:

This firm has served as architects in connection with the preparing, and has prepared, the plans and specifications (the "Plans and Specifications") for the above project consisting of the 91-unit condominium project and related amenities (collectively, the "Project"). In that regard, we hereby verify and confirm as follows:

1. The Plans and Specifications provide for the construction referred to above which, when completed in conformity with the Plans and Specifications, will comply with all federal, state and local legal requirements regarding access and facilities for handicapped or disabled persons, including but not limited to the Federal Architectural Barriers Act, the Fair Housing Amendments Act of 1988, the Rehabilitation Act of 1973, and the Americans With Disabilities Act of 1990.
2. It is our opinion that, upon completion of the Project in conformity with the Plans and Specifications, certificates of occupancy and operation of the Project will be obtainable.
3. We are not informed of and have no knowledge of any outstanding violations of any applicable law, rules, regulations or ordinances with respect to the Project.
4. The Plans and Specifications require only the following utilities:
  - A. electricity
  - B. telephone
  - C. water

Signature Architects, P.O. Box 686, Clemson, South Carolina 29633

(864) 654-1263 voice (864) 654-1066 fax

Branch Banking and Trust Company  
of South Carolina  
May 8, 2003  
Page 2

BOOK 1294 PAGE 053

- D. sewer
- E. natural gas

5. We have confirmed that all such utilities are available to the Project and that satisfactory commitments for them have been obtained and that such commitments for such utilities will not have expired at the time the Project is completed.

6. The Project is zoned N/A, and:

- A. The permitted uses are:  
N/A
- B. The parking requirement is:  
Parking Required: 182 spaces  
Parking Provided: 286 spaces
- C. The lot size requirement is N/A square feet (minimum) and the Project meets this requirement.
- D. There is ingress and egress to Jacobs Road which is dedicated to public use and accepted for maintenance by S.C.D.O.T.
- E. The building setback lines required are:  
Front Yard: N/A  
Side Yard: N/A  
Rear Yard: N/A  
Actual building setback lines provided are:  
Front Yard: N/A  
Side Yard: N/A  
Side Yard: N/A  
Rear Yard: N/A

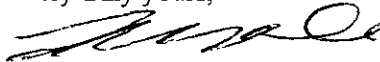
And therefore the Project complies therewith.

7. The only construction, land disturbance and health and environmental permits required in connection with the proposed construction and use of the Project are as follows:

- Building Permit
- D.H.E.C. Land Disturbance Permit
- D.H.E.C. Water & Sewer Permit
- D.H.E.C. Water & Sewer Operations Permit (to be obtained at the end of project)

Such permits have been obtained.

Very truly yours,



Frank Travaglio

EXHIBIT F  
Articles of Incorporation of Association

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

BOOK 1294 PAGE 055

FILED

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

APR 17 2003

APR 17 2003

Mark Hammond  
SECRETARY OF STATE OF SOUTH CAROLINA

NONPROFIT CORPORATION  
ARTICLES OF INCORPORATION

Mark Hammond 2  
SECRETARY OF STATE

TYPE OR PRINT CLEARLY IN BLACK INK

1. The name of the proposed corporation is Harts Cove Horizontal Property Regime Homeowners Association, Inc.

2. The initial registered office of the nonprofit corporation is

1 Harts Cove Way  
Street Address

Seneca Oconee South Carolina 29678

City County State Zip Code

The name of the registered agent of the nonprofit corporation at that office is:

J. Neal Workman  
Print Name

I hereby consent to the appointment as registered agent of the corporation.

[Signature]  
Agent's Signature

3. Check "a", "b" or "c", whichever is applicable. Check only one box:

- a. ☐ The nonprofit corporation is a public benefit corporation.
- b. ☐ The nonprofit corporation is a religious corporation.
- c. ☒ The nonprofit corporation is a mutual benefit corporation.

4. Check "a" or "b", whichever is applicable:

- a. ☒ This corporation will have members.
- b. ☐ This corporation will not have members.

5. The address of the principal office of the nonprofit corporation is

1 Harts Cove Way  
Street Address

Seneca Oconee SC 29678  
City County State Zip Code

6. If this nonprofit corporation is either a public benefit or religious corporation (when box "a" or "b" of paragraph #3 is checked), complete either "a" or "b", whichever is applicable to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation.

- a. ☐ Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code, or shall be distributed to the Federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.
- b. ☐ Upon dissolution of the corporation, consistent with the law, the remaining assets of the corporation shall be distributed to:



Harts Cove Horizontal  
Property Regime Homeowners Association, Inc.  
NAME OF CORPORATION

7. If the corporation is a mutual benefit corporation (when box "c" of paragraph 3 is checked), complete either "a" or "b", whichever is applicable, to describe how the (remaining) assets of the corporation will be distributed upon dissolution of the corporation.

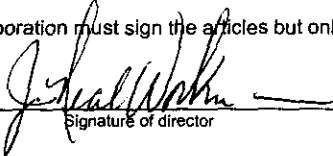
- a. [ X ] Upon dissolution of the mutual benefit corporation, the (remaining) assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefitting or serving.
- b. [ ] Upon dissolution of the mutual benefit corporation, the (remaining) assets, consistent with the law, shall be distributed to:

8. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows (See Section 33-31-202(c) of the 1976 South Carolina Code of Laws, as amended, the applicable comments thereto, and the instruction to this form).

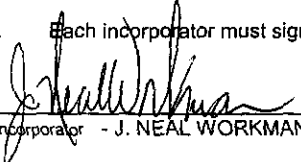
9. The name and address of each incorporator is as follows (only one is required)

J. Neal Workman	303 S. College Street, Walhalla, SC 29691	
Name	Address	Zip Code
Name	Address	Zip Code
Name	Address	Zip Code

10. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles:

J. Neal Workman	
Name (Only if named in articles)	Signature of director
Name (Only if named in articles)	Signature of director
Name (Only if named in articles)	Signature of director

11. Each incorporator must sign the articles.

	
Signature of Incorporator - J. NEAL WORKMAN	
Signature of Incorporator	
Signature of Incorporator	

Harts Cove Horizontal  
Property Regime Homeowners Association, Inc.  
NAME OF CORPORATION

FILING INSTRUCTIONS

- 1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
- 2. If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this form using a computer disk, which will allow for expansion of space on the form.
- 3. This form must be accompanied by the filing fee of \$25.00, payable to the Secretary of State.  

Return to: Secretary of State  
PO Box 11350  
Columbia, SC 29211
- 4. If this organization is a Homeowners Association or a Political Association it must also be accompanied by the First Annual Report of Corporations and an additional \$25.00 fee is required.

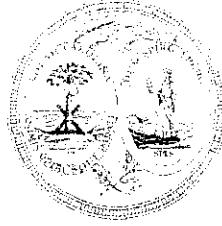
SPECIAL NOTE

THE FILING OF THIS DOCUMENT DOES NOT, IN AND OF ITSELF, PROVIDE AN EXCLUSIVE RIGHT TO USE THIS CORPORATE NAME OR IN CONNECTION WITH ANY PRODUCT OR SERVICE. USE OF A NAME AS A TRADEMARK OR SERVICE MARK WILL REQUIRE FURTHER CLEARANCE AND REGISTRATION AND BE AFFECTED BY PRIOR USE OF THE MARK. FOR MORE INFORMATION, CONTACT THE TRADEMARKS DIVISION OF THE SECRETARY OF STATE'S OFFICE AT (803) 734-2511.

NP-ARTICLES OF INCORPORATION

FORM REVISED BY SOUTH CAROLINA  
SECRETARY OF STATE, MAY 1999

# *The State of South Carolina*



## *Office of Secretary of State Mark Hammond* **Certificate of Incorporation, Nonprofit Corporation**

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

***HARTS COVE HORIZONTAL PROPERTY REGIME HOMEOWNERS  
ASSOCIATION, INC.,***

a nonprofit corporation duly organized under the laws of the state of South Carolina on **April 17th, 2003**, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed a Declaration and Petition for Incorporation of a nonprofit corporation for Religious, Educational, Social, Fraternal, Charitable or other eleemosynary purpose.

Now, therefore, I Mark Hammond, Secretary of State, by virtue of the authority in me vested by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto, do hereby declare the organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto.

Given under my Hand and the Great Seal of  
the State of South Carolina this 16th day of  
May, 2003.

A handwritten signature of Mark Hammond in black ink.

Mark Hammond, Secretary of State

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

## EXHIBIT G

BOOK 1294 PAGE 059

BY-LAWS OF HARTS COVE HORIZONTAL PROPERTY REGIME HOMEOWNERS ASSOCIATION, INC.

A Not for Profit Corporation

ARTICLE INAME AND PRINCIPAL OFFICE

1.01. Names. The name of the eleemosynary corporation is "Harts Cove Horizontal Property Regime Homeowners Association, Inc." hereinafter referred to as "the Association." Harts Cove Development, LLC, hereinafter referred to as the "Grantor," is a South Carolina Limited Liability Company authorized and doing business in South Carolina.

1.02. Offices. The principal offices of the Association shall be at 1 Harts Cove Way, Seneca, South Carolina 29678.

ARTICLE IINOT-FOR-PROFIT CORPORATION

2.01. The Association is a mutual benefit, nonprofit corporation established pursuant to S.C. Code Ann. §33-31-10 et seq. (1976) which has been organized for the purpose of administering Harts Cove Horizontal Property Regime established pursuant to S.C. Code Ann. §27-31-10 et seq. (1976).

ARTICLE IIIPURPOSE

3.01 The purpose for which the Association is organized is to: (1) provide care, upkeep, surveillance and maintenance services to the Owners; (ii) manage and maintain the Common Area within the Property; and (iii) administer and enforce all covenants, conditions and restrictions applicable to the Property known as Harts Cove located in Oconee County, South Carolina and to engage in other activities allowed by law which are necessary for the Association to carry out its rights, duties and responsibilities set forth in any covenants, conditions, and restrictions or as otherwise allowed by law.

ARTICLE IVDURATION

4.01. The period during which the Association is to continue as a corporation is perpetual.

ARTICLE VPOWERS

5.01. Notwithstanding any other provision of these Bylaws, no part of the net earnings of the Association shall inure to the benefit of, or be distributable to any of its members, directors, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the Association's purposes. No substantial part of the activities of the Association shall consist of carrying on propaganda, or otherwise attempting to influence legislation; and the Association shall not participate in nor intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

5.02. The Association shall have such other powers as are now or may hereafter be granted to nonprofit corporations by the laws of the State of South Carolina; provided, however, that the exercise of such powers shall always be subject to the limitations of the paragraphs of this Article.

ARTICLE VIMEMBERS

6.01. Members. All Owners of Units and Undivided Interests, and a purchaser obligated under an Installment Purchase Agreement shall be members of the Association. Such membership shall

automatically terminate when such Co-Owner is no longer the owner of such Unit or Undivided Interest; membership in the Association shall be limited to Co-Owners.

6.02. Annual Meetings. The annual meeting of members shall be held on the first Tuesday in October each year at a time selected by the Board for the purpose of electing Directors and transacting such other business as may come before the meeting. If the election of Directors shall not be held on the day designated herein for the annual meeting of the members, or at any adjournment thereof, the Board of Directors ("Board") shall cause the election to be held at a special meeting of the members to be convened as soon thereafter as may be convenient.

6.03. Special Meetings. Special meetings of the members may be called by the Board or upon the written request of members holding not less than ten percent (10%) of the total votes of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Board.

6.04. Place of Meetings. The Board may designate any place in Oconee County, State of South Carolina, as the place of meeting for any annual meeting or for any special meeting called by the Board. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association.

6.05. Notice of Meetings. The Board shall cause written or printed notice of the time, place and purpose of all meetings of the members (whether annual or special) to be delivered, not more than sixty (60) nor less than fifteen (15) days prior to the meeting, to each member of record entitled to vote at such meeting. Such notice shall include a description of any matter to be discussed as required by S.C. Code Ann. § 33-31-705 (1976). If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his registered address, with first class postage thereon prepaid as provided by S.C. Code Ann. § 33-31-141 (1976). Each member shall register with the Association such member's current mailing address for purposes of notice hereunder. Each registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a member's street address shall be deemed to be his registered address for purposes of notice hereunder.

6.06. Members of Record. Upon purchasing a Unit or Undivided Ownership Interest in the Project or signing an Installment Purchase Agreement, each Co-Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Unit or Undivided Ownership Interest has been vested in such Co-Owner, which shall be maintained in the records of the Association. For the purposes of determining members entitled to notice of or to vote at any meeting of the members, or any adjournment thereof, the Board may designate a record date, which shall not be more than fifty (50) nor less than fifteen (15) days prior to the meeting, for determining members entitled to notice of or to vote at any meeting of the members. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Co-Owners of record of Units and Undivided Ownership Interests in the Project or persons obligated under Installment Purchase Agreements shall be deemed to be the members of record entitled to notice of and to vote at the meeting of the members. In the event a Unit or Undivided Ownership Interest is owned by more than one person or by a corporation, trust or other entity, the individual entitled to cast the vote for that Unit or Undivided Ownership Interest shall be designated by a certificate filed with the Secretary of the Association and signed by all joint Co-Owners of the Unit or Undivided Ownership Interest or by an authorized agent of the corporation or other entity. If no certificate is filed, the vote of such Unit or Undivided Ownership Interest shall not be considered.

6.07. Voting Rights. The Association shall have two classes of voting membership:

(A) Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be Members. The Vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

(B) Class B. The B Members shall be the Grantor and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (1) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or
- (2) on January 1, 2010.

6.08. Quorum. A majority (51%) of votes entitled to be cast by Class A and Class B members shall constitute a Quorum.

6.09. Waiver of Irregularities. All inaccuracies and/or irregularities in calls or notices of meetings and in the manner of voting, form of proxies and/or method of ascertaining members present shall be deemed waived if no objection thereto is made at the meetings.

6.10. Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the members entitled to vote with respect to the subject matter thereof.

## ARTICLE VII BOARD OF DIRECTORS

7.01. General Powers. The property, affairs and business of the Association shall be managed by its Board. The Board may exercise all of the powers of the Association, whether derived from law or the Articles of Incorporation, except such powers as are by law, by the Articles of Incorporation or these Bylaws vested solely in the members. The Board may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions and powers, or those of any officer, as are properly delegated.

7.02. Number, Tenure, and Qualifications. The initial Board of Directors will be chosen by the Grantor for a period not exceeding five (5) years from the date of the first conveyance of any Condominium to a person other than the Grantor "Grantor Control Period"). This period of Grantor control terminates no later than sixty (60) days after conveyance of one hundred (100%) percent of the Condominiums to Condominium owners other than the Grantor. The Grantor may voluntarily surrender the right to appoint and remove members of the Board before termination of that time period. After termination of the Grantor's control, any or all of the Board of Directors may be removed or replaced by written petition signed by the Co-Owners having more than fifty percent (50%) of the votes of the Association. The petition shall state the name(s) of the Board of Directors being removed and the name(s), address(es) and telephone number(s) of the replacement Director(s). The number of Directors of the Association shall be three (3) after the end of the Grantor Control Period. A Director does not have to be a member/property owner. No more than one representative of a single distinct membership as defined in Article VI of these By-Laws may serve as a director of the Association at one time. At the first meeting of the Association after the end of the Grantor Control Period, upon nominations made from the floor, the membership shall elect three (3) directors. Of these three (3) directors, two (2) shall serve for a term of one (1) year. The remaining (1) director shall serve for a term of two (2) years. At subsequent annual meetings thereafter the general membership shall elect two (2) directors for a term of two (2) years. At the same time, the corporation shall elect such additional directors as may be required to serve out the unexpired term of vacancy or vacancies then existing on the Board.

7.03. Regular Meetings. A regular annual meeting of the Board shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of the members. The Board may provide by resolution the time and place, within Oconee County, South Carolina, for the holding of such additional regular meetings without other notice than such resolution.

7.04. Special Meetings. Special meetings of the Board may be called by or at the request of the President of the Board or any other three (3) Directors. The person or persons authorized to call special meetings of the Board may fix any place, within Pickens County, South Carolina, as the place for holding any special meeting of the Board called by such person or persons. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, or mailed to each Director at his registered address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with first class postage thereon prepaid. Any Director may waive notice of a meeting. A Director may attend a meeting of the Board by conference telephone.

7.05. Quorum. A quorum at a director's meeting shall consist of the directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws, or the Master Deed. If any director's meeting cannot be organized because a quorum has not attended or because the greater percentage of the director's required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws, or the Master Deed, the directors who are present may adjourn the meeting, from time to time, until a quorum, or the required percentage of attendance greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

7.06. Compensation. No Director shall receive compensation for any services that he may render to the Association as a Director; provided, however, that Directors may be reimbursed for expenses incurred in performance of their duties as Directors and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as Directors. Board must keep record of receipts and expenditures which can be examined by all Co-Owners. Directors' fees, if any, shall be determined by the members of the Association.

7.07. Presiding Officer. The presiding officer of directors' meeting shall be the President. In the absence of the President, the directors present shall designate one of their number to preside.

7.08. Resignation and Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any member of the Board of Directors may be removed by a simple majority vote of the membership at a duly held meeting. Also when any director shall have three (3) consecutive unexcused absences from the meeting of the Board of Directors, his office as director may be declared vacant by majority vote of the Board. Any director who shall cease to hold active membership in the corporation automatically shall cease to be a member of the Board of Directors.

7.09. Duties and Responsibilities of the Board. The Board shall manage and direct the affairs of the Association and subject to any restrictions imposed by law, by the Master Deed, or these By-Laws, may exercise all of the powers of the Association subject only to approval by the members when such is specifically required of these By-Laws. The Board shall exercise such duties and responsibilities as shall be incumbent upon it by law, the Master Deed, or these By-Laws, as it may deem necessary or appropriate in the exercise of its powers and shall include, without limiting the generality of the foregoing, the following:

- i) To make, levy, and collect assessments against members and members' Units to defray the cost of the common areas and facilities of the Association, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;
- ii) To carry out the maintenance, care, upkeep, repair, replacements, operation, surveillance, and the management of the general and limited elements, services, and facilities of the Association wherever the same is required to be done and accomplished by the Association for the benefit of its members;
- iii) To carry out the reconstruction of improvements after casualty and further improvement of the property, real and personal;
- iv) To make and amend regulations, after Notice and Consent, governing the use of the property, real and personal, in the Association and to establish fines for the violation of same, so long as such regulations or amendments thereto and fines do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Master Deed;
- v) To acquire, operate, lease, manage, and otherwise trade and deal with property, real and personal, including Units in the Association, as may be necessary or convenient in the operation and management of the Association, and in accomplishing the purposes set forth in the Master Deed;

- vi) By competitive bidding, to contract for the management of the common areas and facilities in the Association and to designate to such contractor all of the powers and duties of the Association, except those which may be required by the Master Deed to have approval of the Board or membership of the Association;
- vii) To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the Association, the Master Deed, and the regulations and fines hereinafter promulgated governing use of the property in the Association;
- viii) To pay all taxes and assessments which are liens against any property of the Association, other than Units and the appurtenances thereto, and to assess the same against the members and their respective Units subject to such liens;
- ix) To carry insurance for the protection of the members and the Association against casualty and liability;
- x) To pay all costs of power, water, sewer, and other utility services rendered to the condominium and not billed to the owners of separate Units;
- xi) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association, as well as to dismiss said personnel.

7.10. Vacancies and Newly Created Directorships. If vacancies shall occur in the Board by reason of the death or resignation of a Director, or if the number of Directors shall be increased, the Directors then in office shall continue to act and such vacancies or newly created Directorships shall be filled by a vote of the Directors then in office, though less than a quorum, in any way approved by such Directors at the meeting. Any Director elected or appointed hereunder to fill a vacancy shall serve until the next meeting of the members.

7.11. Informal Action by Directors. Any action that is required or permitted to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

7.12. Right to Appoint and Remove Members of Association Board of Directors. Grantor reserves the right to appoint and remove members of the Board of Directors of the Association pursuant to the other provisions these By-Laws.

#### ARTICLE VIII OFFICERS

8.01. Number. The officers of the Association shall be a President, a Secretary, a Treasurer and such other officers as may from time to time be appointed by the Board.

8.02. Election, Tenure and Qualification. The officers of the Association shall be chosen by the Board annually at the regular annual meeting of the Board. In the event of failure to choose officers at such regular annual meeting of the Board, officers may be chosen at any regular or special meeting of the Board. Each such officer (whether chosen at a regular annual meeting of the Board or otherwise) shall hold his office until the next ensuing regular annual meeting of the Board and until his successor shall have been chosen and qualified, or until his death, or until his resignation or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices except that the President may not also be the Secretary. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. The President and the Secretary must be Directors.

8.03. Subordinate Officers. The Board may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority and perform such duties as the Board may from time to time determine. The Board may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities and duties. Subordinate officers need not to be members or Directors of the Association.

8.04. Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board at any time, for or without cause.

8.05. Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board at any regular or special meeting.



8.06. The President. The President shall preside at meetings of the Board and at meetings of the members. He shall sign on behalf of the Association all conveyances, mortgages, documents and contracts and shall do and perform all other acts and things that the Board may require of him.

8.07. The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Master Deed or any resolution of the Board may require him to keep. He shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. He shall perform such other duties as the Board may require of him.

8.08. The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the members and at any meeting of the Board. He shall perform such other duties as the Board may require of him.

8.09. Compensation. No officer shall receive compensation for any services that he may render to the Association as an officer; provided, however, that officers may be reimbursed for expenses incurred in performance of their duties as officers and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as officers.

#### ARTICLE IX COMMITTEES

9.01. Designation of Committees. The Board may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions and powers. No committee member shall receive compensation for services that he may render to the Association as a committee member; provided, however, that committee members may be reimbursed for expenses incurred in performance of their duties as committee members and (except as otherwise provided by these Bylaws) may be compensated for services rendered to the Association other than in their capacities as committee members.

9.02. Nature of Committees. All committees shall act only in an advisory capacity to the Board of Directors and shall not have any power or authority to carry out any of the duties or responsibilities of the Board Directors.

9.03. Proceedings of Committees. Each committee designated hereunder by the Board may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board.

9.04. Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Board, the presence of members constituting at least two-thirds of the authorized membership of such committee shall constitute a quorum for the transaction of business and the act of a majority of the members present at any meeting at which quorum is present shall be the act of such committee. The members of any committee designated by the Board hereunder shall act only as a committee and the individual members thereof shall have no powers as such.

9.05. Resignation and Removal. Any member of any committee designated hereunder by the Board may resign at any time by delivering a written resignation either to the President, the Board or the presiding officer of the committee of which he is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, for or without cause, remove any member of any committee designated by it hereunder.

9.06. Vacancies. If any vacancy shall occur in any committee designated by the Board hereunder, due to disqualification, death, resignation, removal or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

#### ARTICLE X INDEMNIFICATION

10.01. Indemnification Against Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right

of the Association) by reason of the fact that he is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by an adverse judgment, order or settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

10.02. Indemnification Against Association Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, employee or agent of the Association, or is or was serving at the brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

10.03. Determination. To the extent that a Director officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.01 or 7.02 hereof, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Section 7.01 or 7.02 hereof shall be made by the Association only upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Section 7.01 or 7.02 hereof. Such determination shall be made either (i) by the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding or (ii) by the Owners by the affirmative vote of at least fifty percent (50%) of the total votes of the Association at any meeting duly called for such purpose.

10.04. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon a majority vote of a quorum of the Board and upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Association as authorized by this Article.

10.05. Scope of Indemnification. The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, Bylaws, agreements, vote of disinterested members or Directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. The indemnification authorized by this Article shall apply to all present and future Directors, officers, employees and agents of the Association and shall continue as to such persons who cease to be Directors, officers, employees or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

10.06. Insurance. The Association may purchase and maintain insurance on behalf of any person who was or is a Director, officer, employee or agent of the Association, or who was or is serving at the request of the Association as a Director, officer, employee or agent of another corporation, entity or enterprise (whether for profit or not for profit), against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the laws of the State of South Carolina as the same may hereafter be amended or modified.

10.07. Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute expenses of the Association and shall be paid with funds of the Association.

ARTICLE XI  
FISCAL YEAR AND SEAL

11.01. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January each year and shall end on the 31st day of December next following, except that the first fiscal year shall begin on the date of incorporation and end on the 31st day of December next following.

11.02. Seal. The Board may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, and the words "South Carolina" and "Corporate Seal".

ARTICLE XII  
RULES AND REGULATIONS

12.01. Rules and Regulations. The Board may from time to time adopt, amend, repeal and enforce reasonable rules and regulations governing the use and operation of the Association to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, the Master Deed or these Bylaws. The members shall be provided by the Board with copies of all amendments and revisions thereof.

ARTICLE XIII  
COLLECTING FROM MEMBERS FOR PAYMENT  
OF COMMON EXPENSES

13.01 Method of Collecting. The manner of collecting from the members for the payment of the common expenses shall be as set forth by the Board.

13.02 Interest Rate for Failure to Pay Dues. In the event a member fails to pay is dues, interest will accrue at the rate of 10% for sixty (60) days. Thereafter and until all currently owed dues are paid, the interest will accrue at a rate of 14%.

ARTICLE XIV  
MANAGER

14.01 Employment. The Board may employ a professional Manager to assist in or take charge of the administration of the Council and the Property. The Board shall solicit competitive bids for such management. The Board could decide to become member-managed upon vote of a 2/3 majority of the members.

14.02 Authority and Duties. The Manager shall have such authority and duties as may be determined by the Board and shall report to the Board or to the President, as the Board may determine.

14.03 Compensation. The manager shall receive such compensation as the Board may determine.

ARTICLE XV  
DEFINITIONS

15.01 The definitions contained in § 27-31-20 S.C. Code Ann. (1976), are hereby incorporated herein and made a part hereof by reference. The word "Unit" shall have the same meaning as "Apartment".

ARTICLE XVI  
CONFLICTS

16.01 In the event of any conflict between the provisions of the Master Deed and the provisions of these By-Laws, the provisions of the Master Deed shall control.

ARTICLE XVII  
SEVERABILITY

17.01 The provisions of these By-Laws are severable, and the invalidity of one or more provisions thereof shall not be deemed to impair or affect in any manner the enforce ability or effect of the remainder hereof.

ARTICLE XVIII  
CAPTIONS

18.01 The captions herein are inserted only as a matter of convenience and or reference and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision hereof.

ARTICLE XIX  
GENDER AND NUMBER

19.01 All pronouns used herein shall be deemed to include the masculine, the feminine, and the neuter, as well as and the singular and the plural whenever the context requires or permits.

ARTICLE XX  
AMENDMENT TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

20.01 Amendments to these By-Laws may be proposed by the Board acting upon vote of the majority of the directors, or by members of the Association owning a majority of the total value of the property in the Regime, whether meeting as members or by instrument in writing signed by them;

20.02 Upon any amendment or amendments to these By-Laws being proposed by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special joint meeting of the members of the Board and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as set forth herein;

20.03 In order for amendment or amendments to become effective, the same must be approved by an affirmative vote of the members owning not less than two-thirds (2/3) of the total value of the property in the Regime and the vote of any Mortgagees as required by the Master Deed. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof recorded in the public records of Oconee County, South Carolina, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the directors and members;

20.04 At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting; and

20.05 Notwithstanding the foregoing provisions of this Article 16, no amendment to these By-Laws which shall abridge, amend or alter the right of the Grantor to designate and select members of the Board, as provided in Article 4 hereof, may be adopted or become effective without the prior written consent of the Grantor. No amendment shall be effective until all the requirements of the Master Deed have been met.

ARTICLE XXI  
RIGHT TO NOTICE AND COMMENT

21.01 Before the Board adopts or amends Rules, whenever the Master Deed or By-Laws or Articles of Incorporation require that an action be taken after "Notice and Comment," and at any other time the Board determines, the Co-owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Co-owner in writing and shall be delivered personally or by mail to all Co-owners at such address as appears in the records of the Association or published in a newsletter or similar publication routinely circulated to all Co-owners. The notice shall be given not less than five (5) days before the proposed action is to be taken. It shall invite comment to the Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Co-owner to be heard at a formally constituted meeting.

ARTICLE XXII

RIGHT TO NOTICE AND HEARING

22.01 Whenever the Master Deed or By-Laws or Articles of Incorporation require that an action be taken after "Notice and Hearing," the following procedure shall be observed: The party proposing to take the action (e.g., the Board, a committee, an officer, the Manager, etc.) shall give written notice of the proposed action to all Co-owners or Occupants of Apartments whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time, and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing, or both (as specified in the notice), subject to reasonable rules of procedure established by the party

conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision, but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given. Failure to provide such notice shall not invalidate any action taken.

ARTICLE XXIII  
APPEALS

23.01 Any person having a right to Notice and Hearing shall have the right to appeal to the Board from a decision of persons other than the Board by filing a written notice of appeal with the Board within ten (10) days after being notified of the decision. The Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

IN WITNESS WHEREOF, the undersigned, consisting all of the directors of Harts Cove Horizontal Property Regime Homeowners Association, Inc. have hereunto set their hands and seals this 7 day of August, 2003.

Harts Cove Horizontal Property Regime Homeowners Association, Inc.

By: J. Neal Workman  
As: Director

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BOOK 1294 PAGE 069

**EXHIBIT H**  
**Management Agreement**

STATE OF SOUTH CAROLINA    }  
  }  
COUNTY OF OCONEE            }       MANAGEMENT AGREEMENT CONTRACT

THIS MANAGEMENT AGREEMENT CONTRACT IS MADE AND ENTERED INTO THIS day  
\_\_\_\_ of May, 2003 by and between:

**HARTS COVE HORIZONTAL PROPERTY REGIME HOMEOWNERS  
ASSOCIATION, INC.,**

a non-profit, non-stock membership corporation organized under the Laws of the State of South Carolina, with its principal place of business located in Oconee County, South Carolina, hereinafter referred to as “the Association”, party of the first part; and

**ADVANTAGE PROPERTY MANAGEMENT, LLC,**

a Limited Liability Company, organized under the Laws of the State of south Carolina, with its principal place of business located in Clemson, South Carolina, hereinafter referred to an “Agent”, party of the second part.

**WITNESSETH:**

WHEREAS, by the terms of the “Master Deed”, under the ‘Horizontal Property Act’ of the Code of Laws of South Carolina for the

**HARTS COVE HORIZONTAL PROPERTY REGIME**

The Association shall be responsible for all those certain properties within its jurisdiction pursuant to that Declaration and to the By-Laws of the association and the maintenance, repair, and the Life of same;

NOW THEREFORE, in consideration of one (\$1.00) dollar and other valuable consideration each to the other paid and the mutual covenants herein contained, the parties hereto do enter into this Management Agreement Contract and do mutually agree as follows:

**I  
EMPLOYMENT**

Association hereby employs and appoints Agent, and Agent hereby accepts employment and appointment, on the terms and conditions hereinafter provided, an exclusive managing agent for the Association of all property under its jurisdiction of the Association in connection with the property known as

**HARTS COVE HORIZONTAL PROPERTY REGIME**

Located in Oconee County, South Carolina, and referred to herein as "the Property".

The terms of employment and appointment of agent by Association shall be subject to the provisions of Article II herein below:

## II TERM

The term of Agent's initial employment shall be for a period of one year, beginning on August 1, 2003 and ending on July 31, 2004 and continuing thereafter for successive thirty (30) day periods, subject to the privilege on the part of either party to terminate this agreement at any time by giving the other party thirty (30) day prior written notice of intention to terminate. Said privilege of termination shall exist whether with or without cause. The above notwithstanding, it expressly agreed and understood that this agreement may be cancelled by either party, with or without cause, at any time, upon giving thirty (30) days' notice.

## III COMPENSATION

As compensation for Agent's services so hereinafter set out, compensation to be paid in five hundred dollar (\$500) units per month. The amount of commission set out above shall be reviewed by the parties at the end of the first year of this agreement and thereafter annually, and the same shall be adjusted as of such date, as agreed between the parties. A one time administrative fee may also be charged by the management company relative to contracts with cable, phone, internet, water or other utility services. Such fees shall be deemed reasonable and to be approved by the Board of Directors.

## IV ADMINISTRATIVE DUTIES

Agent shall perform for Association certain services in connection with the Association's duties regarding the assessment of individual unit owners in the condominium property and the maintenance of said property, it being understood that in all such matters the Association has the full and final authority and that Agent will not become involved in any matters of administration except on an advisory basis. The services which agent agrees to perform in this connection and at the expense of the Owner or Association, as allocated herein below are to:

- a. Be responsible for the monthly receipt of maintenance from the unit owners, and in that regard:
  - 1. Agent shall send late notices to individual owners whose assessment payments are not received by the agent by the tenth day of each month.
  - 2. Agent shall file the necessary court action involved in the collection of delinquent assessments.



- b. Keep accurate records of the payment of assessments.
- c. Receive all receipts and make all disbursements, including capital fund deposits and including Agent's fee, and to render monthly statement of receipts and disbursements to the Owner or the Board of Directors of the Association. In the event the disbursements shall be in excess of the receipts collected by Agent, the Owner or Association hereby agrees to pay such excess promptly upon demand by Agent.
- d. Deposit all receipts collected from unit owners in an insured Trust Account in a National or State banking institution, separate from Agent's personal or other accounts. However, agent will not be held liable in the event of bankruptcy or failure of such depository. Agent's employees who handle or are responsible for Association's monies shall be bonded by a fidelity bond in an amount not less than six month gross potential receipts at the end of the previous calendar year, but not less than \$20,000.00.
- e. Maintain financial records for the Association and to operate with the auditor of the records. The auditor will be selected by the Board of Directors of the Association.
- f. Advise and consult with the Board of Directors of the Association by phone, letter, or email and meet with the Board of Directors of the Association at four (4) quarterly or special meetings and one general meeting of the entire membership of the Association per year. In the event Agent is required to attend additional meeting, he shall be compensated at the rate of Fifty Dollars per meeting.
- g. Make such rules and regulations, subject to the consent and approval of the Board of Directors of the Association, as Agent deems necessary, and through the Board of Directors of the Association ensure that such rules and regulations are adhered to, as well as requirements and rules set out in the aforementioned Declaration and By-Laws.
- h. Assist the Board of Directors of the Association in architectural control matters as questions arise.
- i. Generally perform for the Association, subject to its consent and approval and subject to this direction, the administrative duties required of the Association pursuant to the aforementioned Declaration and By-Laws, and any amendments therein.
- j. Submit an annual budget proposal to the Board of Directors of the Association by the First of December of each year for the following year.
- k. Notify members of the Association in writing of a telephone number whereby members of the Association may contact the Agent.

V  
MAINTENANCE DUTIES

The Agent shall use diligence in the management of the Property and shall perform the following services to residents of the condominium property and particularly in connection with the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the exterior maintenance of the units situated in the Property for the use and enjoyment of the common area, and the Association hereby given to the Agent the following authority and powers and agrees to assume the expenses and responsibility in connection therewith to wit:

a. To make or cause to be made, after recurring competitive bids, through independent contractors, or otherwise, in Agent's discretion, the necessary maintenance upon the common area and exterior or all structures as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, and grounds (including replacement of trees, shrubs, and walks), and other exterior improvements. In order to accomplish the foregoing, Agent will have the right to use the assessments of the Association for unobstructed access over and upon each unit at all reasonable times.

b. To make contracts in the name of the Association as they become necessary, for such items as labor and supplies necessary to carry out the foregoing maintenance, during the term of this contract, and for electricity, gas, fuel, water, telephone, rubbish hauling, and any other services used during the term of this contract, which the Association and Agent shall deem advisable. The association shall continue to be obligated upon any such contract so entered into in the event of termination of this agreement with Agent. Regarding all contracts entered into in its behalf, the Association, through its Board of Directors, on its behalf, the Association, through its Board of Directors, shall have the right to cancel such contract with or without cause by giving thirty (30) days' prior written notice to the Agent.

c. To hire, at the Association's expense, discharge and supervise all independent contractors required for the operation and maintenance of the Property whether or not any of said labor is regularly employee by Agent or by any company in which Agent has a financial interest, and to supervise in such maintenance work any personnel who may already be employees of the Association, or who become employees of the Association, as the Association authorizes.

Notwithstanding the foregoing, the Agent agrees to secure the prior approval of the Association on all expenditures in excess of Five Hundred (\$500) Dollars for any one item, except monthly recurring operating charges, and except for emergency repairs in excess of said maximum, when in the opinion of the Agent such emergency repairs are necessary to protect this Property from damage or to maintain services to the Association as called for in their By-Laws or in the aforementioned Declaration.

VI  
MISCELLANEOUS

It is further agreed between the parties that

a. The Association shall indemnify and save Agent harmless from all liability, damage, and the cost and expense of any suits in connection with the management of the Property and from liability from injury or damages to person or property suffered by any employees, owner, or any other entity whatsoever in connection with the management of the Property and from liability from injury or damages to person or property suffered by any employees, owner, or any other person or entity whatsoever; provided however, that nothing herein contained could be deemed or construed to relieve Agent from responsibility to the Association for any loss or damage resulting from the gross negligence, malfeasance, or willful misconduct or breach of the Contract by Agent, its employees and agents; and the Association will carry, at its expense, necessary public liability, workmen's compensation adequate to protect the interest of the parties hereto which policies shall be so written as to protect the association, and will name the Agent as co-insured as to liability insurance.

b. The Association hereby authorizes Agent to pay property and employee taxes, special assessments, and to secure bids and assist in placing fire, liability or any other insurance required, and the Agent is hereby authorized to accrue and pay some from the Association's funds, and all postage, printing and office supplies used specifically in connection with the management will be paid from Association's fund. Agent will handle all claims under the aforementioned insurance carriers without the prior approval of the Board of Directors of the Association.

c. The Association acknowledges that the Agent shall be the exclusive managing agent of the Association during the term of this agreement, but Association acknowledges and agrees that with the business of the Association as set out herein. It is understood and agreed that Agent is an independent contractor and nothing herein shall be construed as creating an employee-employer relationship.

d. Any notices now or hereafter required to be given pursuant to this agreement shall be to the following address, or to such other address as may be from time to time provided in writing by one party to the other:

ASSOCIATION:     Harts Cove Horizontal Property Regime Homeowners Association, Inc.  
                         1 Hart's Cove Way  
                         Seneca, SC 29678

AGENT:             Advantage Property Management  
                         405-200 College Avenue  
                         Clemson, SC 29631  
                         Attn: Wallace Martell

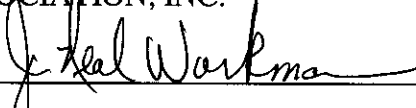
VII  
ADDITIONAL COMPENSATION

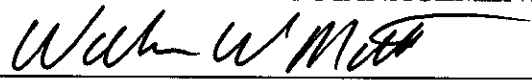
In the event the Association causes capital improvement of a kind other than normally budgeted to be made upon the Property, such as the construction of walls, fences, and the like, then said agent shall be compensated at the rate of eight (8%) of the contract price of such improvements for services rendered in the supervision of the construction of such improvements.

In the event the Association shall impose any late charge for assessments not paid by the due date, the Association and the Agent shall share equally in any late charges collected.

THE MANAGEMENT AGREEMENT CONTRACT shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the Agent and of the Association, and shall be construed in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures and seal, all with the authority of their Board of Directors, if any, the day, month, and year first appearing above.

ASSOCIATION:     HARTS COVE HORIZONTAL PROPERTY REGIME HOMEOWNERS  
                                 ASSOCIATION, INC.  
BY:  (Seal)  
BY: J. Neal Workman, its Director

AGENT:             ADVANTAGE PROPERTY MANAGEMENT, LLC  
BY:  (Seal)  
BY: Wallace W. Martell, Manager

**EXHIBIT I**  
**Annexation Property**

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Oconee, being shown and designated as Tract 1-A, containing 6.268 acres, more or less, and Tract 1-B, containing 1.442 acres, more or less, as shown on a plat prepared by Smith Surveyors, Inc., Thomas E. Belcher, PLS#16126 dated April 8, 2003, and recorded in the Office of the Register of Deeds for Oconee County, South Carolina in Plat Book A938, at Pages 9 and 10, each tract having the metes and bounds, courses and distances as upon said plat appear.

AND ALSO, an easement and right of way over and across Tract 2 and Tract 1 as shown on said plat for ingress and egress from Jacobs Road to the within conveyed tracts.

AND ALSO, an easement and right of way over and across that portion of Jacobs Road located on Tract 3 as shown on said plat for ingress and egress from the public portion of Jacobs Road to Tract 2 above described.

AND ALSO, fifteen (15') foot wide easement or easements over and across Tract 3 containing 18.148 acres, more or less, as shown on plat of survey dated January 6, 2002, to construct, operate and maintain water lines, sewer lines, gas lines, electric lines as set forth in that certain Easement dated January 22, 2003.

AND SUBJECT TO an easement over and across Tract 1-A so as to provide ingress and egress for vehicular and construction traffic in favor of Tract 1 and Lots 1 through 14, inclusive, as shown on the above referenced plat.

This is a portion of the same property conveyed unto University Park, a Partnership and James Neal Workman by deed from Matco Tools Corporation (formerly known as the Jacobs Manufacturing Company) and Jacobs Chuck Manufacturing dated 01/22/03, and recorded 01/30/03, in Book 1262, Page 309, records of Oconee County, South Carolina. James Neal Workman subsequently conveyed his undivided interest in the above described Tracts 1-A and 1-B to University Park by deed dated May 1, 2003 and recorded in Deed Book 1278, Page 225, Oconee County records. See also corrective deed recorded in Deed Book 1279, Page 290.

FIRST AMENDMENT TO MASTER DEED  
OF  
HARTS COVE  
HORIZONTAL PROPERTY REGIME

Seneca, South Carolina

Developer:

Harts Cove Development, LLC

FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS  
2004 AUG -6 P 12:59

Prepared by:

Christopher G. Olson, Esquire

Law Offices of  
OLSON, SMITH, JORDAN & COX, P.A.  
600 College Avenue  
Clemson, South Carolina 29631  
(864)654-3680

013085  
Ret:  
33.00

F:\USERS\KAREN\Harts Cove Amendment to Master Deed (7/13/04)

Recorded this 9 day of Aug  
Book 1362 Page 052  
Fee

Jinda R. Trip  
Auditors Oconee County, S.C.

Page 1

THIS PROPERTY DESIGNATED AS  
MAP 227 SUB 00 BLK 01 PARC 001 P10  
ON OCONEE COUNTY TAX MAPS  
Rogers D. Williams  
OCONEE COUNTY ASSESSOR

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE )

## TITLE TO REAL ESTATE

Whereas, according to Paragraph 2 and Paragraph 4B of the Master Deed of Harts Cove Horizontal Property Regime, dated August 7, 2003, and recorded in Deed Book 1294, Page 004, of the Office of Register of Deeds for Oconee County, South Carolina, the owner, Harts Cove Development, LLC, reserved the right to increase the lands and the number of units at Harts Cove Horizontal Property Regime; and,

Whereas, Harts Cove Development, LLC, does hereby submit the additional lands (the “real property”) to be added to the property known as Harts Cove Horizontal Property Regime. The real property as so described has an area set forth on the survey referenced in and attached to Exhibit A; and,

Whereas, there are 84 additional units to be located upon the real property; and,

Now, Therefore, the real property described on Exhibit A is hereby annexed to the Harts Cove Horizontal Property Regime and is hereinafter identified as Phase II of Harts Cove Horizontal Property Regime and made subject to all of the rights, duties and privileges thereof by the Master Deed to Harts Cove Horizontal Property Regime and this amendment thereto.

The Grantor reserves the right to grant easements for ingress and egress together with utility easements for the benefit of a plat for Harts Cove and Jacobs Chuck dated April 8, 2003, prepared by J.C. Smith, Smith Surveyors, Inc. recorded in Plat Book 1294, Page 033, records of the office of the Register of Deeds for Pickens County, South Carolina.

In witness whereof, the Grantor has executed this First Amendment to the Master Deed the 5<sup>th</sup> day of August, 2004.

C. Meadows  
Karen W. Jones  
Kathleen Paella  
W. Jones

Harts Cove Development, LLC  
BY: James H. Walker  
Its: Director

Page 2

BOOK 1362 PAGE 054

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

## Probate

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named sign, seal and as its act and deed, deliver the within written instrument for the uses and purposes therein mentioned and that (s)he with the other witness, witnessed the execution thereof.

Sworn to before me this 5th  
day of August, 2004.

Kathleen Gullat

NOTARY PUBLIC FOR S.C.

My Commission Expires 4/15/07

Page 3



**EXHIBIT INDEX**

- A     Legal Description and Phase II Description
- B     Plat
- C     Plot Plans consisting of Site Plan, Elevations and Floor Plans of building to  
be constructed and Site Plan Numbering Key
- D     Percentage of Ownership Chart
- E     Architect's Certificate
- F     Management Agreement

## EXHIBIT A

## LEGAL DESCRIPTION

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Oconee, being shown and designated as Tract 1-A, containing 6.268 acres, more or less, as shown on a plat prepared by Smith Surveyors, Inc., Thomas E. Belcher, PLS#16126 dated April 8, 2003, and recorded in the Office of the Register of Deeds for Oconee County, South Carolina in Plat Book A938, at Pages 9 and 10, and having the metes and bounds, courses and distances as upon said plat appear.

AND ALSO, a non-exclusive and perpetual easement and right of way over and across that portion of Jacobs Road located on Tract 3 described in deed recorded in Deed Book 1262, Page 309 and as shown on the above referenced plat.

Tract 1-A and easement over Tract 3 are portions of the property described in the deed to University Park, a Partnership and James Neal Workman from Matco Tools Corporation (formerly known as the Jacobs Manufacturing Company) and Jacobs Chuck Manufacturing dated 01/22/03, and recorded 01/30/03, in Book 1262, Page 309, records of Oconee County, South Carolina. James Neal Workman subsequently conveyed his undivided interest in the above described Tract 1-A with easement interest to University Park by deed dated May 1, 2003 and recorded in Deed Book 1278, Page 225, Oconee County records, please see also corrective deed recorded in Deed Book 1279, Page 290, Oconee County records.

Also, those certain easements described in Easement Agreement dated March 31, 2004 and recorded in Deed Book 1338, Page 3, Oconee County records.

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Oconee, being shown and designated as Tract 3-A, containing 0.091 acres, more or less, as shown on a plat prepared by J.C. Smith, Smith Surveyors, Inc., dated April 8, 2003, and recorded in the Office of the Register of Deeds for Oconee County, South Carolina in Plat Book 1294 at Page 033, and having the metes and bounds, courses and distances as upon said plat appear.

AND ALSO, a non-exclusive and perpetual easement and right of way for parking, ingress and egress, and maintenance and landscaping by deed of University Park, a Partnership, to Harts Cove Development, LLC, described in deed dated August 5, 2004, recorded in Deed Book 1362, Page 50, records of Oconee County, South Carolina.

This being the identical property conveyed to Harts Cove Development, LLC by deed of University Park, a Partnership dated August 5, 2004, and recorded in the Deed Book 1362, Page 50, records of Oconee County, South Carolina.

Phase II Description

Phase II consists of four (4) three-story buildings. The buildings are identified as Building 5, 6, 7 and 8. Each building contains twenty-one (21) units (3 units on the Terrace, 6 units on the 1<sup>st</sup> level, 6 units on the 2<sup>nd</sup> level and 6 units on the 3<sup>rd</sup> level) with the following general description.

Building 5 consists of 21 units which are identified as Units 901, 911, 912, 913, 921, 922, 923, 931, 932, 933, 1001, 1002, 1011, 1012, 1013, 1021, 1022, 1023, 1031, 1032, and 1033 Harts Cove Way.

Building 6 consists of 21 units which are identified as 1101, 1111, 1112, 1113, 1121, 1122, 1123, 1131, 1132, 1133, 1201, 1202, 1211, 1212, 1213, 1221, 1222, 1223, 1231, 1232 and 1233 Harts Cove Way.

Building 7 consists of 21 units which are identified as 1301, 1311, 1312, 1313, 1321, 1322, 1323, 1331, 1332, 1333, 1401, 1402, 1411, 1412, 1413, 1421, 1422, 1423, 1431, 1432 and 1433 Harts Cove Way.

Building 8 consists of 21 units which are identified as 1501, 1511, 1512, 1513, 1521, 1522, 1523, 1531, 1532, 1533, 1601, 1602, 1611, 1612, 1613, 1621, 1622, 1623, 1631, 1632 and 1633 Harts Cove Way.

Buildings 5, 6, 7, and 8 each consisting of 21 units as follows:

Eight (8) units will be "A" units with three bedrooms each; three (3) units will be "B" units with four (4) bedrooms each; three (3) units will be "C" units with four (4) bedrooms each; six (6) units will be a "D" unit with three (3) bedrooms; and, one (1) unit will be an "E" unit with four (4) bedrooms.

In the "A" units, the three (3) bedrooms have 129 square feet, 128 square feet, and 129 square feet respectively. Each bedroom has a bath averaging 45 square feet. Each bedroom has a closet averaging 11 square feet. The "A" units have a kitchen of 117 square feet, a laundry room of 21 square feet, a living room of 221 square feet, a mechanical room of 11 square feet, a deck of 57 square feet, and an outside storage closet of 10 square feet.

In the "B" units, the four (4) bedrooms have 129 square feet, 129 square feet, 126 square feet and 129 square feet respectively. Three (3) bedrooms have a bath averaging 45 square feet and one (1) bedrooms has a bath of 55 square feet. Each bedroom has a closet of 11 square feet. The "B" units have an entry way of 67 square feet, a kitchen of 117 square feet, a laundry room of 16 square feet, a living room of 228 square feet, a mechanical room of 11 square feet, a deck of 57 square feet and an outside storage closet of 10 square feet.

In the "C" units, the four (4) bedrooms have 131 square feet, 130 square feet, 129 square feet and 133 square feet respectively. One of the bedrooms has a bath of 44 square feet and the other three

(3) bedrooms have baths averaging 45 square feet. Each bedroom has a closet averaging 12 square feet. The "C" units have an entry way of 70 square feet, a kitchen of 116 square feet, a laundry/mechanical room of 50 square feet, a living room of 221 square feet, a deck of 57 square feet with an outside storage closet of 10 square feet and an inside storage closet of 42 square feet.

In the "D" units, the three (3) bedrooms consist of 148 square feet, 129 square feet and 129 square feet respectively. Each bedroom has a bath, one consisting of 40 square feet and the other two averaging 45 square feet. Each bedroom has a closet of 11 square feet. The "D" units have an entry way of 34 square feet, a kitchen of 84 square feet, a laundry/mechanical room of 68 square feet, a living room of 207 square feet, a deck of 57 square feet, and an outside storage closet of 10 square feet.

In the "E" unit, the four (4) bedrooms consist of 129 square feet, 134 square feet, 129 square feet and 129 square feet respectively. There is a bath in each bedroom, two (2) of which average 54 square feet and two (2) average 45 square feet. Each bedroom has a closet of 12 square feet. The "E" unit has an entry way of 63 square feet, a laundry/mechanical room of 30 square feet, a kitchen of 112 square feet, a living room of 213 square feet, a patio of 190 square feet, and three (3) outside storage areas, one (1) with 48 square feet and the other two (2) with 10 square feet.

FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS  
2004 AUG -6 P 12:59

EXHIBIT B

Plat

Tract 1A - containing 6.268 acres, more or less, recorded in Plat Book 1294 Page 033, office of the Register of Deeds for Oconee County, South Carolina.

Tract 3A - containing 0.091 acres, more or less, recorded in Plat Book 1294, Page 033, office of the Register of Deeds for Oconee County, South Carolina.



## EXHIBIT C

Plot plans consisting of Site Plan, Elevations and Floor Plans of Buildings to be constructed.

Site Plan  
Unit Number Key

The unit numbers designating the condominium units reflect the location of the unit in the project, floor level and location within the building.

Harts Cove HPR, Phase II, condominium units are three digit numbers, each digit reflects a different aspect of the unit's location.

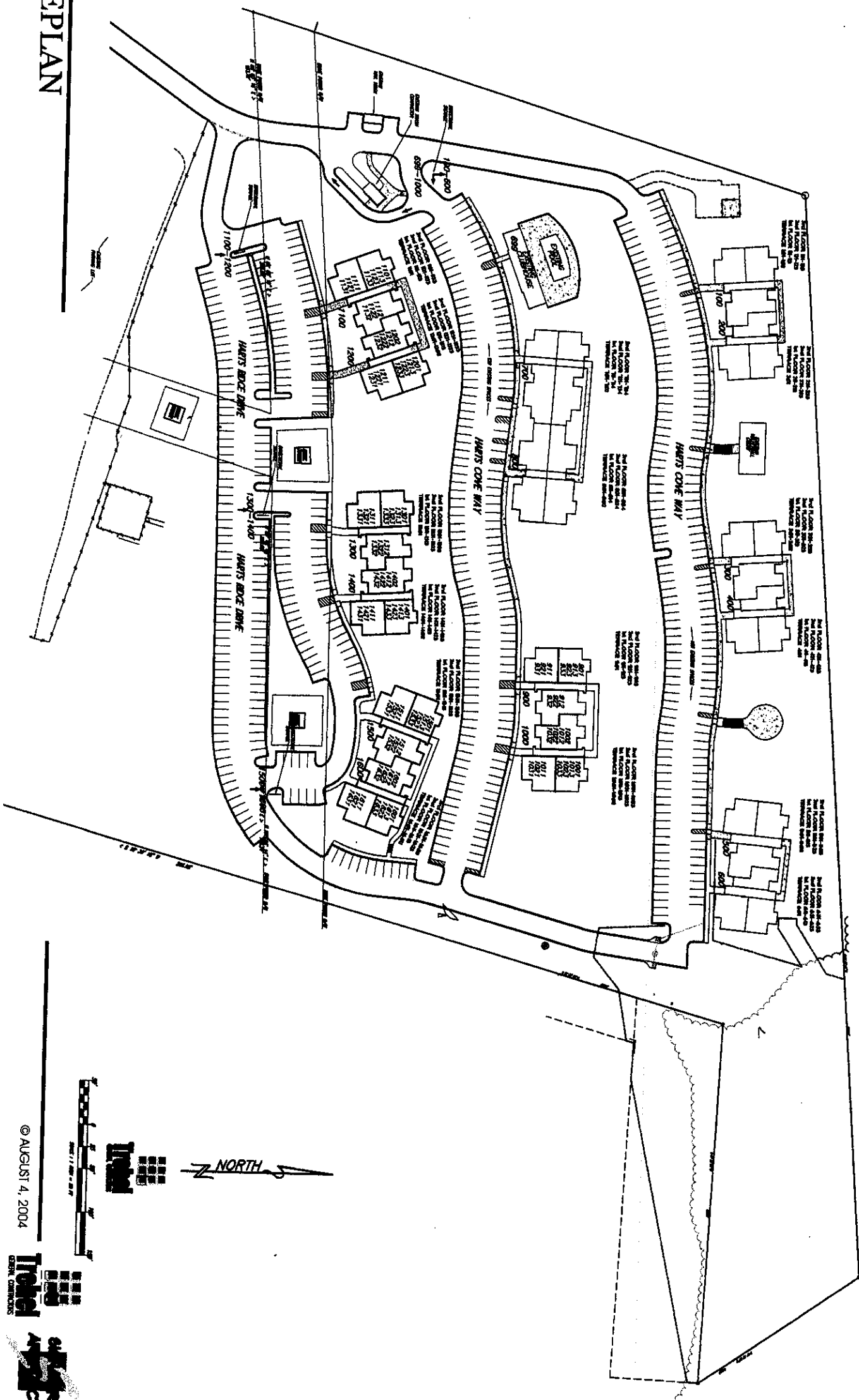
The first digit in Units that have three digit unit numbers, refers to the entrance number to the building that leads to the unit. Also, in the Units that have four digit unit numbers, the first two digits refer to the entrance number to that building that leads to the Unit:

Building 5 has entrances 9 and 10, from left to right;  
Building 6 has entrances 11 and 12, from left to right;  
Building 7 has entrances 13 and 14, from left to right; and,  
Building 8 has entrances 15 and 16, from left to right.

The second digit refers to the floor level number the unit is located on. There are four levels:  
Terrace Level is 0;  
First Level is 1;  
Second Level is 2; and,  
Third Level is 3.

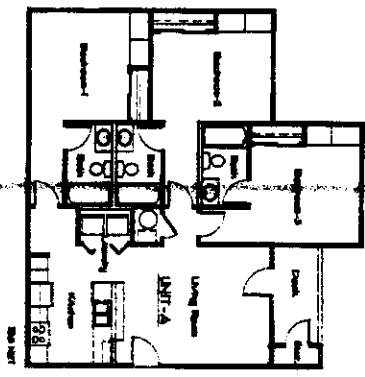
The third digit refers to the location of the unit on its floor level. The location of the unit on its floor level is shown on the site plan.

For example: Unit Number 933 is located at entrance #9, third level, left rear corner unit.  
Unit Number 1601 is located at entrance #16, terrace level, right rear corner unit.  
Unit Number 1412 is located at entrance #14, first level, right interior unit.



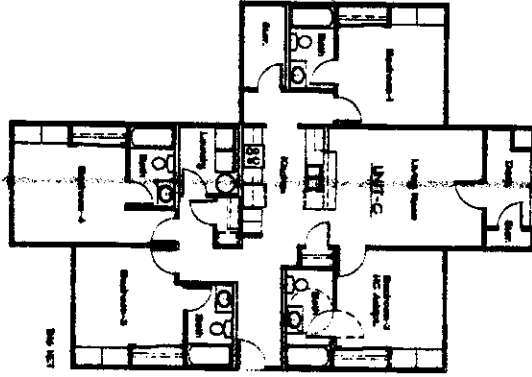
Page 11





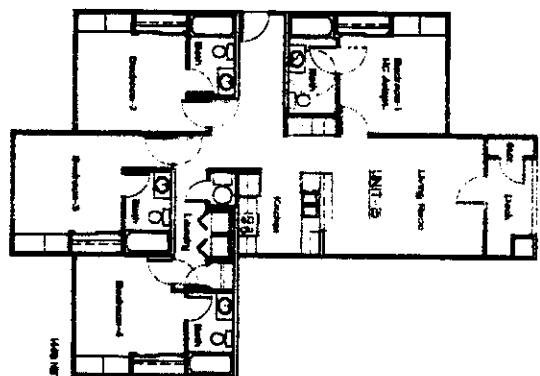
UNIT-A		
SPACE NAME	DIMENSIONS	AREA
BATH #1	5'-0" x 5'-0"	25 sq. ft.
BATH #2	5'-0" x 5'-0"	25 sq. ft.
BATH #3	5'-0" x 5'-0"	25 sq. ft.
BATH #4	5'-0" x 5'-0"	25 sq. ft.
BEDROOM #1	10'-0" x 10'-0"	100 sq. ft.
BEDROOM #2	10'-0" x 10'-0"	100 sq. ft.
BEDROOM #3	10'-0" x 10'-0"	100 sq. ft.
BEDROOM #4	10'-0" x 10'-0"	100 sq. ft.
CL. #1	5'-0" x 5'-0"	25 sq. ft.
CL. #2	5'-0" x 5'-0"	25 sq. ft.
CL. #3	5'-0" x 5'-0"	25 sq. ft.
CL. #4	5'-0" x 5'-0"	25 sq. ft.
KITCHEN	10'-0" x 10'-0"	100 sq. ft.
LAUNDRY	10'-0" x 10'-0"	100 sq. ft.
LIVING ROOM	15'-0" x 15'-0"	225 sq. ft.
TECHNICAL	10'-0" x 10'-0"	100 sq. ft.
DECK	10'-0" x 10'-0"	100 sq. ft.
STORAGE	10'-0" x 10'-0"	100 sq. ft.

1 UNIT-A



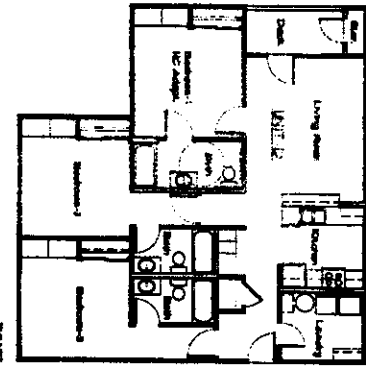
UNIT-C		
SPACE NAME	DIMENSIONS	AREA
BATH #1	5'-0" x 5'-0"	25 sq. ft.
BATH #2	5'-0" x 5'-0"	25 sq. ft.
BATH #3	5'-0" x 5'-0"	25 sq. ft.
BATH #4	5'-0" x 5'-0"	25 sq. ft.
BEDROOM #1	10'-0" x 10'-0"	100 sq. ft.
BEDROOM #2	10'-0" x 10'-0"	100 sq. ft.
BEDROOM #3	10'-0" x 10'-0"	100 sq. ft.
BEDROOM #4	10'-0" x 10'-0"	100 sq. ft.
CL. #1	5'-0" x 5'-0"	25 sq. ft.
CL. #2	5'-0" x 5'-0"	25 sq. ft.
CL. #3	5'-0" x 5'-0"	25 sq. ft.
CL. #4	5'-0" x 5'-0"	25 sq. ft.
KITCHEN	10'-0" x 10'-0"	100 sq. ft.
LAUNDRY	10'-0" x 10'-0"	100 sq. ft.
LIVING ROOM	15'-0" x 15'-0"	225 sq. ft.
TECHNICAL	10'-0" x 10'-0"	100 sq. ft.
DECK	10'-0" x 10'-0"	100 sq. ft.
STORAGE	10'-0" x 10'-0"	100 sq. ft.

3 UNIT-C



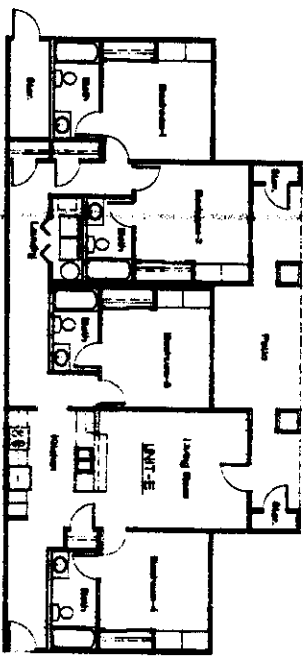
UNIT-B		
SPACE NAME	DIMENSIONS	AREA
BATH #1	5'-0" x 5'-0"	25 sq. ft.
BATH #2	5'-0" x 5'-0"	25 sq. ft.
BATH #3	5'-0" x 5'-0"	25 sq. ft.
BATH #4	5'-0" x 5'-0"	25 sq. ft.
BEDROOM #1	10'-0" x 10'-0"	100 sq. ft.
BEDROOM #2	10'-0" x 10'-0"	100 sq. ft.
BEDROOM #3	10'-0" x 10'-0"	100 sq. ft.
BEDROOM #4	10'-0" x 10'-0"	100 sq. ft.
CL. #1	5'-0" x 5'-0"	25 sq. ft.
CL. #2	5'-0" x 5'-0"	25 sq. ft.
CL. #3	5'-0" x 5'-0"	25 sq. ft.
CL. #4	5'-0" x 5'-0"	25 sq. ft.
KITCHEN	10'-0" x 10'-0"	100 sq. ft.
LAUNDRY	10'-0" x 10'-0"	100 sq. ft.
LIVING ROOM	15'-0" x 15'-0"	225 sq. ft.
TECHNICAL	10'-0" x 10'-0"	100 sq. ft.
DECK	10'-0" x 10'-0"	100 sq. ft.
STORAGE	10'-0" x 10'-0"	100 sq. ft.

2 UNIT-B



UNIT-D		
SPACE NAME	DIMENSIONS	AREA
BATH #1	5'-0" x 5'-0"	25 sq. ft.
BATH #2	5'-0" x 5'-0"	25 sq. ft.
BATH #3	5'-0" x 5'-0"	25 sq. ft.
BATH #4	5'-0" x 5'-0"	25 sq. ft.
BEDROOM #1	10'-0" x 10'-0"	100 sq. ft.
BEDROOM #2	10'-0" x 10'-0"	100 sq. ft.
BEDROOM #3	10'-0" x 10'-0"	100 sq. ft.
BEDROOM #4	10'-0" x 10'-0"	100 sq. ft.
CL. #1	5'-0" x 5'-0"	25 sq. ft.
CL. #2	5'-0" x 5'-0"	25 sq. ft.
CL. #3	5'-0" x 5'-0"	25 sq. ft.
CL. #4	5'-0" x 5'-0"	25 sq. ft.
KITCHEN	10'-0" x 10'-0"	100 sq. ft.
LAUNDRY	10'-0" x 10'-0"	100 sq. ft.
LIVING ROOM	15'-0" x 15'-0"	225 sq. ft.
TECHNICAL	10'-0" x 10'-0"	100 sq. ft.
DECK	10'-0" x 10'-0"	100 sq. ft.
STORAGE	10'-0" x 10'-0"	100 sq. ft.

4 UNIT-D

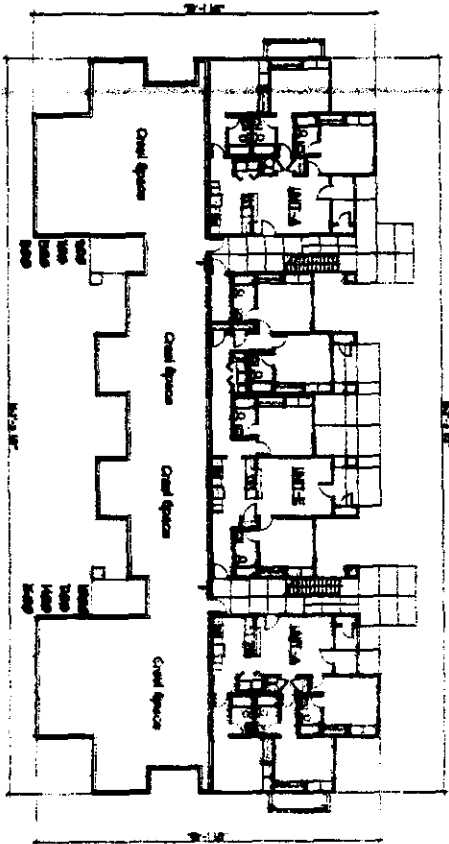


UNIT-E		
SPACE NAME	DIMENSIONS	AREA
BATH #1	5'-0" x 5'-0"	25 sq. ft.
BATH #2	5'-0" x 5'-0"	25 sq. ft.
BATH #3	5'-0" x 5'-0"	25 sq. ft.
BATH #4	5'-0" x 5'-0"	25 sq. ft.
BEDROOM #1	10'-0" x 10'-0"	100 sq. ft.
BEDROOM #2	10'-0" x 10'-0"	100 sq. ft.
BEDROOM #3	10'-0" x 10'-0"	100 sq. ft.
BEDROOM #4	10'-0" x 10'-0"	100 sq. ft.
CL. #1	5'-0" x 5'-0"	25 sq. ft.
CL. #2	5'-0" x 5'-0"	25 sq. ft.
CL. #3	5'-0" x 5'-0"	25 sq. ft.
CL. #4	5'-0" x 5'-0"	25 sq. ft.
KITCHEN	10'-0" x 10'-0"	100 sq. ft.
LAUNDRY	10'-0" x 10'-0"	100 sq. ft.
LIVING ROOM	15'-0" x 15'-0"	225 sq. ft.
TECHNICAL	10'-0" x 10'-0"	100 sq. ft.
DECK	10'-0" x 10'-0"	100 sq. ft.
STORAGE	10'-0" x 10'-0"	100 sq. ft.

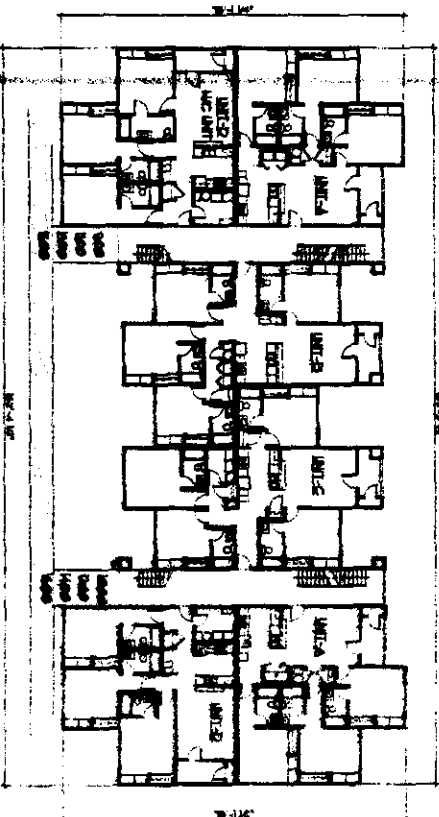
5 UNIT-E

APARTMENT BUILDING:  
HART'S COVE - PHASE II  
CLEMSON, SOUTH CAROLINA

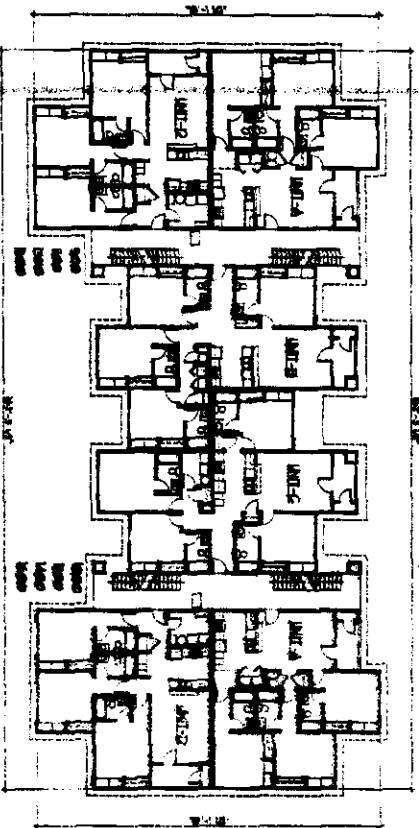




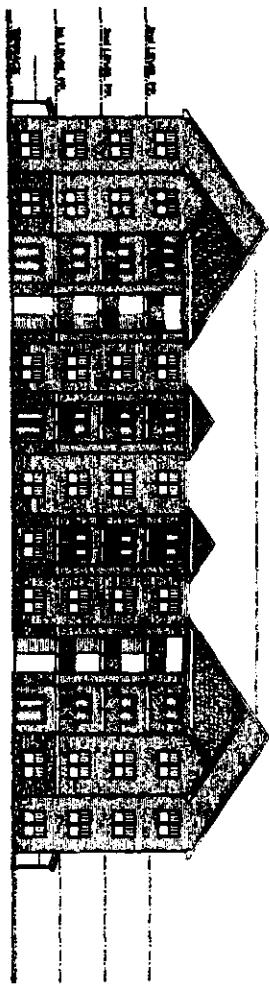
1 FLOOR PLAN - TERRACE



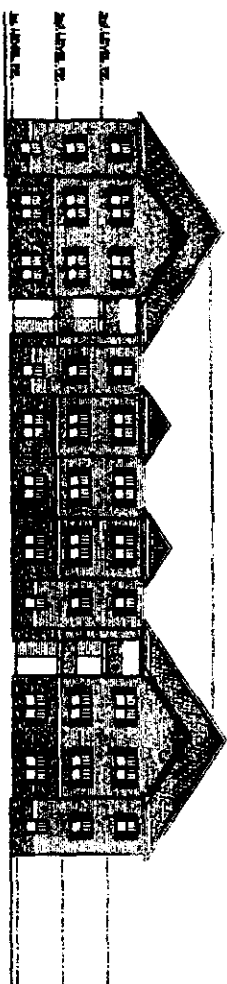
2 FLOOR PLAN - 1st LEVEL



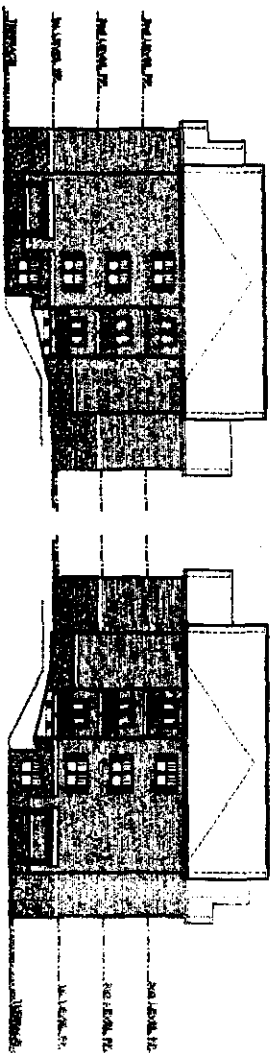
3 FLOOR PLAN - 2nd & 3rd LEVEL



4 NORTH ELEVATION - LAKE SIDE



5 SOUTH ELEVATION - PARKING SIDE



6 SIDE ELEVATIONS

EXHIBIT D  
PERCENTAGE OF OWNERSHIP CHART

<u>Building Number</u>	<u>Unit Number</u>	<u>Assigned Valuation</u>	<u>Percentage of Ownership</u>
1	Unit 101	130,000.00	.00558539205
	Unit 102	130,000.00	.00558539205
	Unit 111	130,000.00	.00558539205
	Unit 112	145,000.00	.00622986036
	Unit 113	130,000.00	.00558539205
	Unit 121	130,000.00	.00558539205
	Unit 122	145,000.00	.00622986036
	Unit 123	130,000.00	.00558539205
	Unit 131	130,000.00	.00558539205
	Unit 132	145,000.00	.00622986036
	Unit 133	130,000.00	.00558539205
	Unit 201	130,000.00	.00558539205
	Unit 211	130,000.00	.00558539205
	Unit 212	115,000.00	.00494092373
	Unit 213	130,000.00	.00558539205
	Unit 221	130,000.00	.00558539205
	Unit 222	115,000.00	.00494092373
	Unit 223	130,000.00	.00558539205
	Unit 231	130,000.00	.00558539205
	Unit 232	115,000.00	.00494092373
	Unit 233	130,000.00	.00558539205

<u>Building Number</u>	<u>Unit Number</u>	<u>Assigned Valuation</u>	<u>Percentage of Ownership</u>
2	Unit 301	130,000.00	.00558539205
	Unit 302	130,000.00	.00558539205
	Unit 311	130,000.00	.00558539205
	Unit 312	145,000.00	.00622986036
	Unit 313	130,000.00	.00558539205
	Unit 321	130,000.00	.00558539205
	Unit 322	145,000.00	.00622986036
	Unit 323	130,000.00	.00558539205
	Unit 331	130,000.00	.00558539205
	Unit 332	145,000.00	.00622986036
	Unit 333	130,000.00	.00558539205
	Unit 401	130,000.00	.00558539205
	Unit 411	130,000.00	.00558539205
	Unit 412	115,000.00	.00494092373
	Unit 413	130,000.00	.00558539205
	Unit 421	130,000.00	.00558539205
	Unit 422	115,000.00	.00494092373
	Unit 423	130,000.00	.00558539205
	Unit 431	130,000.00	.00558539205
	Unit 432	115,000.00	.00494092373
	Unit 433	130,000.00	.00558539205

<u>Building Number</u>	<u>Unit Number</u>	<u>Assigned Valuation</u>	<u>Percentage of Ownership</u>
3	Unit 501	130,000.00	.00558539205
	Unit 502	130,000.00	.00558539205
	Unit 511	130,000.00	.00558539205
	Unit 512	145,000.00	.00622986036
	Unit 513	130,000.00	.00558539205
	Unit 521	130,000.00	.00558539205
	Unit 522	145,000.00	.00622986036
	Unit 523	130,000.00	.00558539205
	Unit 531	130,000.00	.00558539205
	Unit 532	145,000.00	.00622986036
	Unit 533	130,000.00	.00558539205
	Unit 601	130,000.00	.00558539205
	Unit 611	130,000.00	.00558539205
	Unit 612	115,000.00	.00494092373
	Unit 613	130,000.00	.00558539205
	Unit 621	130,000.00	.00558539205
	Unit 622	115,000.00	.00494092373
	Unit 623	130,000.00	.00558539205
	Unit 631	130,000.00	.00558539205
	Unit 632	115,000.00	.00494092373
	Unit 633	130,000.00	.00558539205

<u>Building Number</u>	<u>Unit Number</u>	<u>Assigned Valuation</u>	<u>Percentage of Ownership</u>
4	Unit 701	130,000.00	.00558539205
	Unit 702	145,000.00	.00622986036
	Unit 711	130,000.00	.00558539205
	Unit 712	145,000.00	.00622986036
	Unit 713	130,000.00	.00558539205
	Unit 714	145,000.00	.00622986036
	Unit 721	130,000.00	.00558539205
	Unit 722	145,000.00	.00622986036
	Unit 723	130,000.00	.00558539205
	Unit 724	145,000.00	.00622986036
	Unit 731	130,000.00	.00558539205
	Unit 732	145,000.00	.00622986036
	Unit 733	130,000.00	.00558539205
	Unit 734	145,000.00	.00622986036
	Unit 801	130,000.00	.00558539205
	Unit 802	130,000.00	.00558539205
	Unit 811	130,000.00	.00558539205
	Unit 812	130,000.00	.00558539205
	Unit 813	130,000.00	.00558539205
	Unit 814	130,000.00	.00558539205
	Unit 821	130,000.00	.00558539205
	Unit 822	130,000.00	.00558539205
	Unit 823	130,000.00	.00558539205
	Unit 824	130,000.00	.00558539205

Unit 831	130,000.00	.00558539205
Unit 832	130,000.00	.00558539205
Unit 833	130,000.00	.00558539205
Unit 834	130,000.00	.00558539205

<u>Building Number</u>	<u>Unit Number</u>	<u>Assigned Valuation</u>	<u>Percentage of Ownership</u>
5	Unit 901	130,000.00	.00558539205
	Unit 911	130,000.00	.00558539205
	Unit 912	145,000.00	.00622986036
	Unit 913	130,000.00	.00558539205
	Unit 921	130,000.00	.00558539205
	Unit 922	145,000.00	.00622986036
	Unit 923	130,000.00	.00558539205
	Unit 931	130,000.00	.00558539205
	Unit 932	145,000.00	.00622986036
	Unit 933	130,000.00	.00558539205
	Unit 1001	130,000.00	.00558539205
	Unit 1002	145,000.00	.00622986036
	Unit 1011	130,000.00	.00558539205
	Unit 1012	145,000.00	.00622986036
	Unit 1013	130,000.00	.00558539205
	Unit 1021	130,000.00	.00558539205
	Unit 1022	145,000.00	.00622986036
	Unit 1023	130,000.00	.00558539205
	Unit 1031	130,000.00	.00558539205
	Unit 1032	145,000.00	.00622986036
	Unit 1033	130,000.00	.00558539205

<u>Building Number</u>	<u>Unit Number</u>	<u>Assigned Valuation</u>	<u>Percentage of Ownership</u>
6	Unit 1101	130,000.00	.00558539205
	Unit 1111	130,000.00	.00558539205
	Unit 1112	145,000.00	.00622986036
	Unit 1113	130,000.00	.00558539205
	Unit 1121	130,000.00	.00558539205
	Unit 1122	145,000.00	.00622986036
	Unit 1123	130,000.00	.00558539205
	Unit 1131	130,000.00	.00558539205
	Unit 1132	145,000.00	.00622986036
	Unit 1133	130,000.00	.00558539205
	Unit 1201	130,000.00	.00558539205
	Unit 1202	145,000.00	.00622986036
	Unit 1211	130,000.00	.00558539205
	Unit 1212	145,000.00	.00622986036
	Unit 1213	130,000.00	.00558539205
	Unit 1221	130,000.00	.00558539205
	Unit 1222	145,000.00	.00622986036
	Unit 1223	130,000.00	.00558539205
	Unit 1231	130,000.00	.00558539205
	Unit 1232	145,000.00	.00622986036
	Unit 1233	130,000.00	.00558539205

<u>Building Number</u>	<u>Unit Number</u>	<u>Assigned Valuation</u>	<u>Percentage of Ownership</u>
7	Unit 1301	130,000.00	.00558539205
	Unit 1311	130,000.00	.00558539205
	Unit 1312	145,000.00	.00622986036
	Unit 1313	130,000.00	.00558539205
	Unit 1321	130,000.00	.00558539205
	Unit 1322	145,000.00	.00622986036
	Unit 1323	130,000.00	.00558539205
	Unit 1331	130,000.00	.00558539205
	Unit 1332	145,000.00	.00622986036
	Unit 1333	130,000.00	.00558539205
	Unit 1401	130,000.00	.00558539205
	Unit 1402	145,000.00	.00622986036
	Unit 1411	130,000.00	.00558539205
	Unit 1412	145,000.00	.00622986036
	Unit 1413	130,000.00	.00558539205
	Unit 1421	130,000.00	.00558539205
	Unit 1422	145,000.00	.00622986036
	Unit 1423	130,000.00	.00558539205
	Unit 1431	130,000.00	.00558539205
	Unit 1432	145,000.00	.00622986036
	Unit 1433	130,000.00	.00558539205

<u>Building Number</u>	<u>Unit Number</u>	<u>Assigned Valuation</u>	<u>Percentage of Ownership</u>
8	Unit 1501	130,000.00	.00558539205
	Unit 1511	130,000.00	.00558539205
	Unit 1512	145,000.00	.00622986036
	Unit 1513	130,000.00	.00558539205
	Unit 1521	130,000.00	.00558539205
	Unit 1522	145,000.00	.00622986036
	Unit 1523	130,000.00	.00558539205
	Unit 1531	130,000.00	.00558539205
	Unit 1532	145,000.00	.00622986036
	Unit 1533	130,000.00	.00558539205
	Unit 1601	130,000.00	.00558539205
	Unit 1602	145,000.00	.00622986036
	Unit 1611	130,000.00	.00558539205
	Unit 1612	145,000.00	.00622986036
	Unit 1613	130,000.00	.00558539205
	Unit 1621	130,000.00	.00558539205
	Unit 1622	145,000.00	.00622986036
	Unit 1623	130,000.00	.00558539205
	Unit 1631	130,000.00	.00558539205
	Unit 1632	145,000.00	.00622986036
	Unit 1633	130,000.00	.00558539205

TOTAL: 23,275,000.00

EXHIBIT E

Architect's Certificate

  
Signature ArchitectsARCHITECTS' CERTIFICATION LETTER

March 25, 2004

**Re: 84-Unit Condominium Project known to be located in Oconee County, South Carolina**

Gentlemen:

This firm has served as architects in connection with the preparing, and has prepared, the plans and specifications (the "Plans and Specifications") for the above project consisting of the 84-unit condominium project and related amenities (collectively, the "Project"). In that regard, we hereby verify and confirm as follows:

1. The Plans and Specifications provide for the construction referred to above which, when completed in conformity with the Plans and Specifications, will comply with all federal, state and local legal requirements regarding access and facilities for handicapped or disabled persons, including but not limited to the Federal Architectural Barriers Act, the Fair Housing Amendments Act of 1988, the Rehabilitation Act of 1973, and the Americans With Disabilities Act of 1990.
2. It is our opinion that, upon completion of the Project in conformity with the Plans and Specifications, certificates of occupancy and operation of the Project will be obtainable.
3. We are not informed of and have no knowledge of any outstanding violations of any applicable law, rules, regulations or ordinances with respect to the Project.
4. The Plans and Specifications require only the following utilities:
  - A. electricity
  - B. telephone
  - C. water

Signature Architects, P.O. Box 686, Clemson, South Carolina 29633

(864) 654-1263 voice (864) 654-1066 fax

Page 19



Page 2

- D. sewer
- E. natural gas

5. We have confirmed that all such utilities are available to the Project and that satisfactory commitments for them have been obtained and that such commitments for such utilities will not have expired at the time the Project is completed.

6. The Project is zoned N/A, and:

- A. The permitted uses are:  
N/A
- B. The parking requirement is:  
Parking Required: 168 spaces  
Parking Provided: 290 spaces
- C. The lot size requirement is N/A square feet (minimum) and the Project meets this requirement.
- D. There is ingress and egress to Jacobs Road which is dedicated to public use and accepted for maintenance by S.C.D.O.T.
- E. The building setback lines required are:  
Front Yard: N/A  
Side Yard: N/A  
Rear Yard: N/A  
Actual building setback lines provided are:  
Front Yard: N/A  
Side Yard: N/A  
Side Yard: N/A  
Rear Yard: N/A

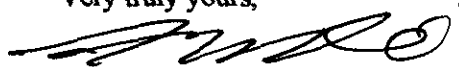
And therefore the Project complies therewith.

7. The only construction, land disturbance and health and environmental permits required in connection with the proposed construction and use of the Project are as follows:

- Building Permit
- D.H.E.C. Land Disturbance Permit
- D.H.E.C. Water & Sewer Permit
- D.H.E.C. Water & Sewer Operations Permit (to be obtained at the end of project)

Such permits have been obtained.

Very truly yours,



Frank Travaglio

Page 20

EXHIBIT F

Management Agreement

STATE OF SOUTH CAROLINA     }  
  }  
COUNTY OF OCONEE            }     MANAGEMENT AGREEMENT CONTRACT

THIS MANAGEMENT AGREEMENT CONTRACT IS MADE AND ENTERED INTO THIS 31st day of July, 2004 by and between:

**HARTS COVE HORIZONTAL PROPERTY REGIME HOMEOWNERS ASSOCIATION, INC.**, a non-profit, non-stock membership corporation organized under the laws of the State of South Carolina, with its principal place of business located in Oconee County, South Carolina, hereinafter referred to as “the Association”, party of the first part; and

**ADVANTAGE PROPERTY MANAGEMENT, LLC**, a limited liability company, organized under the laws of the State of South Carolina, with its principal place of business located in Clemson, South Carolina; and, **CAROLINA REAL ESTATE, INC.**, a corporation organized and existing under the laws of the State of South Carolina, with its principal place of business located in Clemson, South Carolina, hereinafter collectively referred to as “Agents”, party of the second part.

WITNESSETH:

WHEREAS, by the terms of the “Master Deed”, under the ‘Horizontal Property Act’ of the Code of laws of South Carolina for the **HARTS COVE HORIZONTAL PROPERTY REGIME, PHASE I AND PHASE II**, the Association shall be responsible for all those certain properties within its jurisdiction pursuant to that Declaration and to the By-Laws of the association and the maintenance, repair, and the life of same.

NOW THEREFORE, in consideration of one (\$1.00) dollar and other valuable consideration each to the other paid and the mutual covenants herein contained, the parties hereto do enter into this Management Agreement Contract and do mutually agree as follows:

ARTICLE I - EMPLOYMENT

Association hereby employs and appoints Agents, and Agents hereby accept employment and appointment, on the terms and conditions hereinafter provided, as managing agents for the Association of all property under its jurisdiction of the Association in connection with the property known as **HARTS COVE HORIZONTAL PROPERTY REGIME, PHASE I AND PHASE II** located in Oconee County, South Carolina, and referred to herein as “the Property”.

The terms of employment and appointment of Agents by Association shall be subject to the provisions of Article II herein below.

## ARTICLE II - TERM

The term of Agents initial employment shall be for a period of one year, beginning on August 1, 2004 and ending on July 31, 2005 and continuing thereafter for successive thirty (30) day periods, subject to the privilege on the party of either party to terminate this agreement at any time by giving the other party thirty (30) day prior written notice of intention to terminate. Said privilege of termination shall exist whether with or without cause. The above notwithstanding, it expressly agreed and understood that this agreement may be cancelled by either party, with or without cause, at any time, upon giving thirty (30) days' notice.

## ARTICLE III - COMPENSATION

As compensation for Agents' services so hereinafter set forth, compensation to be paid to each Agent is Five Hundred and No/100 (\$500.00) Dollars per month on Phase I units and an additional One Hundred and No/100 (\$100.00) Dollars per month to each agent on Phase II units. The amount of commission set out above shall be reviewed by the parties at the end of the year of this agreement and thereafter annually, and the same shall be adjusted as of such date, as agreed between the parties. A one time administrative fee may also be charged by the management companies relative to contracts with cable, phone, internet, water or other utility services. Such fees shall be deemed reasonable and to be approved by the Board of Directors.

## ARTICLE IV - ADMINISTRATIVE DUTIES

Agents shall perform for Association certain services in connection with the Association's duties regarding the assessment of individual unit owners in the condominium property and the maintenance of said property, it being understood that in all such matters the Association has the full and final authority and that Agents will not become involved in any matters of administration except on an advisory basis. The services which Agents agree to perform in this connection and at the expense of the Owner or Association, as allocated herein below are to:

- a. Be responsible for the monthly receipt of maintenance from the unit owners, and in that regard:
  - 1. Agents shall send late notices to individual owners whose assessment payments are not received by the agent by the tenth day of each month.
  - 2. Agents shall file the necessary court action involved in the collection of delinquent assessments.
- b. Keep accurate records of the payment of assessments.
- c. Receive all receipts and make all disbursements, including capital fund deposits and including Agents' fee, and to render monthly statement of receipts and disbursements to the Owner or the Board of Directors of the Association. In the event the disbursements shall be in excess of the

receipts collected by Agents, the Owner or Association hereby agrees to pay such excess promptly upon demand by Agents.

d. Deposit all receipts collected from unit owners in an insured Trust Account in a national or state banking institution, separate from Agents' personal or other accounts. However, Agents will not be held liable in the event of bankruptcy or failure of such depository. Agents' employees who handle or are responsible for Association's monies shall be bonded by a fidelity bond in an amount not less than six month gross potential receipts at the end of the previous calendar year, but not less than \$20,000.00.

e. Maintain financial records for the Association and to operate with the auditor of the records. The auditor will be selected by the Board of Directors of the Association.

f. Advise and consult with the Board of Directors of the Association by phone, letter, or email and meet with the Board of Directors of the Association at four (4) quarterly or special meetings and one general meeting of the entire membership of the Association per year. In the event Agents are required to attend additional meetings, they each shall be compensated at the rate of Fifty and no/100 (\$50.00) Dollars per meeting.

g. Make such rules and regulations, subject to the consent and approval of the Board of Directors of the Association, as Agents deem necessary, and through the Board of Directors of the Association ensure that such rules and regulations are adhered to, as well as requirements and rules set out in the aforementioned Declaration and By-Laws.

h. Assist the Board of Directors of the Association in architectural control matters as questions arise.

i. Generally perform for the Association, subject to its consent and approval and subject to this direction, the administrative duties required of the Association pursuant to the aforementioned Declaration and By-Laws, and any amendments therein.

j. Submit an annual budget proposal to the Board of Directors of the Association by the First of December of each year for the following year.

k. Notify members of the Association in writing of a telephone number whereby members of the Association may contact the Agents.

## ARTICLE V - MAINTENANCE DUTIES

The Agents shall use diligence in the management of the Property and shall perform the following services to residents of the condominium property and particularly in connection with the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the exterior maintenance of the units situated in the Property for the use and enjoyment of the common area, and the Association hereby given to the Agents the following authority and powers and agrees to assume the expenses and responsibility in connection therewith to wit:

a. To make or cause to be made, after recurring competitive bids, through independent contractors, or otherwise, in Agents' discretion, the necessary maintenance upon the common area and exterior or all structures as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, and grounds (including replacement of trees, shrubs, and walks), and other exterior improvements. In order to accomplish the foregoing, Agents will have the right to use the assessments of the Association for unobstructed access over and upon each unit at all reasonable times.

b. To make contracts in the name of the Association as they become necessary, for such items as labor and supplies necessary to carry out the foregoing maintenance, during the term of this contract, and for electricity, gas, fuel, water, telephone, rubbish hauling, and any other services used during the term of this contract, which the Association and Agents shall deem advisable. The association shall continue to be obligated upon any such contract so entered into in the event of termination of this agreement with Agents. Regarding all contracts entered into in its behalf, the Association, through its Board of Directors, on its behalf, shall have the right to cancel such contract with or without cause by giving thirty (30) days' prior written notice to the Agents.

c. To hire, at the Association's expense, discharge and supervise all independent contractors required for the operation and maintenance of the Property whether or not any of said labor is regularly employee by Agents or by any company in which Agents have a financial interest, and to supervise in such maintenance work any personnel who may already be employees of the Association, or who become employees of the Association, as the Association authorizes.

Notwithstanding the foregoing, the Agents agree to secure the prior approval of the Association on all expenditures in excess of Five Hundred and No/100 (\$500.00) Dollars for any one item, except monthly recurring operating charges, and except for emergency repairs in excess of said maximum, when in the opinion of the Agents such emergency repairs are necessary to protect this Property from damage or to maintain services to the Association as called for in their By-Laws or in the aforementioned Declaration.

## ARTICLE VI - MISCELLANEOUS

It is further agreed between the parties that:

a. The Association shall indemnify and save Agents harmless from all liability, damage, and the cost and expense of any suits in connection with the management of the Property and from liability from injury or damages to person or property suffered by any employees, owner, or any other entity whatsoever in connection with the management of the Property and from liability from injury or damages to person or property suffered by any employees, owner, or any other person or entity whatsoever; provided however, that nothing herein contained could be deemed or construed to relieve Agents from responsibility to the Association for any loss or damage resulting from the gross negligence, malfeasance, or willful misconduct or breach of the Contract by Agents, its employees and agents; and the Association will carry, at its expense, necessary public liability, workmen's compensation adequate to protect the interest of the parties hereto which policies shall be so written as to protect the association, and will name the Agents as co-insured as to liability insurance.

b. The Association hereby authorizes Agents to pay property and employee taxes, special assessments, and to secure bids and assist in placing fire, liability or any other insurance required, and the Agents are hereby authorized to accrue and pay some from the Association's funds, and all postage, printing and office supplies used specifically in connection with the management will be paid from Association's fund. Agents will handle all claims under the aforementioned insurance carriers without the prior approval of the Board of Directors of the Association.

c. The Association acknowledges that the Agents shall be the exclusive managing Agents of the Association during the term of this agreement. The Association acknowledges and agrees that with the business of the Association as set out herein, it is understood and agreed that Agents are independent contractors and nothing herein shall be construed as creating an employee-employer relationship.

d. Any notices now or hereafter required to be given pursuant to this agreement shall be to the following address, or to such other address as may be from time to time provided in writing by one party to the other:

ASSOCIATION: Harts Cove Horizontal Property Regime Homeowners Association, Inc.  
1 Hart's Cove Way, Seneca, SC 29678

AGENT: Advantage Property Management  
Attention: Wallace Martell  
405-200 College Avenue  
Clemson, SC 29631  
(864) 654-3333

AGENT: Carolina Real Estate, Inc.  
Attention: Jane Brown  
392 College Avenue  
Clemson, SC 29631  
(864) 654-9552

ARTICLE VII - ADDITIONAL COMPENSATION

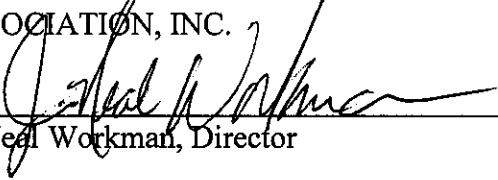
In the event the Association causes capital improvement of a kind other than normally budgeted to be made upon the Property, such as the construction of walls, fences, and the like, then said agent shall be compensated at the rate of eight (8%) percent of the contract price of such improvements for services rendered in the supervision of the construction of such improvements.

In the event the Association shall impose any late charge for assessments not paid by the due date, the Association and the Agents shall share equally in any late charges collected.

THIS MANAGEMENT AGREEMENT CONTRACT shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the Agents and of the Association, and shall be construed in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures and seal, all with the authority of their Board of Directors, if any, the day, month, and year first appearing above.

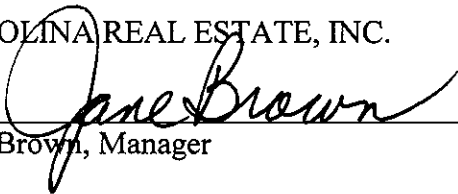
ASSOCIATION: HARTS COVE HORIZONTAL PROPERTY REGIME HOMEOWNERS  
ASSOCIATION, INC.

BY:  (Seal)  
J. Neal Workman, Director

AGENT: ADVANTAGE PROPERTY MANAGEMENT, LLC

BY:  (Seal)  
Wallace W. Martell, Manager

AGENT: CAROLINA REAL ESTATE, INC.

BY:  (Seal)  
Jane Brown, Manager



SECOND AMENDMENT TO MASTER DEED  
OF  
HARTS COVE  
HORIZONTAL PROPERTY REGIME

Seneca, South Carolina

Developer:

Harts Cove Development, LLC

Prepared by:

Christopher G. Olson, Esquire

Law Offices of  
OLSON, SMITH, JORDAN & COX, P.A.  
600 College Avenue  
Clemson, South Carolina 29631  
(864)654-3680

013086

Ret:  
13.00

FAUSERS\KAREN\Harts Cove Amendment to Master Deed (7/13/04)

THIS PROPERTY DESIGNATED AS  
MAP 227 SUB 00 BLK 01 PARC 001 P10  
ON OCONEE COUNTY TAX MAPS  
Roger A. Williams  
OCONEE COUNTY ASSESSOR

FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS  
2004 AUG - 6 P 1:01

Recorded this 9 day of August  
Book 1362 Page 0031432  
Fee \_\_\_\_\_  
Janita R. Nix  
Auditors Oconee County, S.C.


STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF OCONEE             )     SECOND AMENDMENT TO MASTER DEED


Whereas, the Master Deed of Harts Cove Horizontal Property Regime, dated August 7, 2003 and recorded in Deed Book 1294, Page 004, of the Office of Register of Deeds for Oconee County, South Carolina, incorrectly stated the percentage of ownership on Exhibit D, the Percentage of Ownership chart and omitted the assigned values for each unit; and,


Whereas, it is the desire of the current property owners of Harts Cove Horizontal Property Regime, to correctly state the assigned values for each unit as well as correct the percentage of ownership as shown on Exhibit D of the Master Deed;


Now, therefore, the percentage of ownership and assigned values for each unit is hereby amended as set forth in Phase II of the Harts Cove Horizontal Property Regime as reflected in the First Amendment to Master Deed of Harts Cove Horizontal Property Regime, recorded in the Office of the Register of Deeds for Oconee County, South Carolina, in Deed Book 1362, Page 52, records of Oconee County, South Carolina.

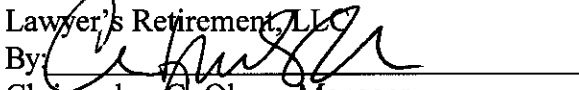

In witness whereof, we have executed this 2nd Amendment to the Master Deed the 5th day of August, 2004.

  
James Neal Workman

  
Christopher G. Olson

  
Daniel A. McCollum

Harts Cove Development, LLC  
By:   
James Neal Workman, Manager  
Owner of 84 Units as follows  
Units 901, 911, 912, 913, 921, 922, 923, 931, 932, 933, 1001, 1002, 1011, 1012, 1013, 1021, 1022, 1023, 1031, 1032, 1033, 1101, 1111, 1112, 1113, 1121, 1122, 1123, 1131, 1132, 1133, 1201, 1202, 1211, 1212, 1213, 1221, 1222, 1223, 1231, 1232, 1233, 1301, 1311, 1312, 1313, 1321, 1322, 1323, 1331, 1332, 1333, 1401, 1402, 1411, 1412, 1413, 1421, 1422, 1423, 1431, 1432, 1433, 1501, 1511, 1512, 1513, 1521, 1522, 1523, 1531, 1532, 1533, 1601, 1602, 1611, 1612, 1613, 1621, 1622, 1623, 1631, 1632 and 1633

Lawyer's Retirement, LLC  
By:   
Christopher G. Olson, Manager  
Owner of Units 601 and 523  
  
Daniel A. McCollum  
Owner of Units 512, 522, and 533

17/12

**Book: 1362 Page: 79 Seq: 3**

Signatures for Second Amendment to  
Harts Cove Horizontal Property Regime  
Master Deed  
Page 3

Jaquane Sloan

Witness as to Gregg

Walter W. Martin

Witness as to Gregg

Joyce E. Lillehammer

Witness as to Kohouts

Walter W. Martin

Witness as to Kohouts

Marky Hill

Witness as to Galaxy Condos

Walter W. Martin

Witness as to Galaxy Condos

Walter W. Martin

Serry M. Hill

Witness as to Yoders

Walter W. Martin

Serry M. Hill

Witness as to Yoders

Serry M. Hill

Witness as to Yoder

Walter W. Martin

Witness as to Yoder

James G. Unley

Witness as to Dukes

Walter W. Martin

James G. Unley

Witness as to Dukes

Walter W. Martin

Danny E. Gregg

Danny E. Gregg  
Owner of Unit 301

Susan F. Kohout

Susan F. Kohout

Patrick R. Kohout

Patrick R. Kohout  
Owners of Unit 413

Galaxy Condos, LLC

By: Carl Brandenburg

Carl Brandenburg, Manager

Owner of Units 513, 623, 714 and 724

Yoder Management, LLC

By: Robert L. Yoder

Robert L. Yoder, Member

By: Doris C. Yoder

Doris C. Yoder, Member

Owner of Unit 131

RB Management, LLC

By: Robert B. Yoder

Robert B. Yoder, Member

Owner of Unit 231

William E. Dukes

William E. Dukes

Jean S. Dukes

Jean S. Dukes

Owner of Units 431 and 611

Signatures for Second Amendment to  
Harts Cove Horizontal Property Regime  
Master Deed  
Page 4

~~Witness as to Wood~~

~~Witness as to Wood~~

~~Witness as to Hicklin~~

~~Witness as to Hicklin~~

~~Witness as to Huggins~~

~~Witness as to Huggins~~

~~Witness as to Nettles~~

~~Witness as to Nettles~~

~~Witness as to Sunrise Ventures/Huggins~~

~~Witness as to Sunrise Ventures/Huggins~~

~~Witness as to Sunrise Ventures/Barker~~

~~Witness as to Sunrise Ventures/Barker~~

~~Robert M. Wood~~

~~Owner of Units 132 and 313~~

~~Leslee A. Hicklin~~

~~Osman A. Hicklin, III~~

~~Owners of Unit 211~~

~~Mark S. Huggins~~

~~Amy J. Roy~~

~~Owners of Unit 302~~

~~James Nettles~~

~~Gail Gene Nettles~~

~~Owners of Unit 221~~

~~Sunrise Ventures, LLC~~

~~By:~~

~~Mark S. Huggins, Member~~

~~By:~~

~~Edward J. Barker, Jr., Member~~

~~Owners of Units 322 and 734~~

Signatures for Second Amendment to  
Harts Cove Horizontal Property Regime  
Master Deed  
Page 5

[Signature]  
Walter W. Murtha

Walter W. Murtha  
[Signature]  
Walter W. Murtha

[Signature]  
Walter W. Murtha

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

Monica Zielinski  
[Signature]  
Owner of Unit BRT - unit 433

[Signature] Unit 631  
Owner of Unit ABBAS FLUAT

[Signature]  
Owner of Unit James A. Lockwood 201,332

FAY S FLUGAT  
Owner of Unit 631

[Signature]  
Owner of Unit 631

~~Owner of Unit \_\_\_\_\_  
Owner of Unit \_\_\_\_\_  
Owner of Unit \_\_\_\_\_  
Owner of Unit \_\_\_\_\_  
Owner of Unit \_\_\_\_\_~~

Signatures for Second Amendment to  
Harts Cove Horizontal Property Regime  
Master Deed  
Page 6

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

## PROBATE

Personally appeared before me the undersigned witness and made oath that she saw the within named sign, seal and as their act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that she with the other witness witnessed the execution thereof.

Walt in Matt

SWORN TO BEFORE ME THIS 5th  
DAY OF JULY, 2004

NOTARY PUBLIC FOR S.C.

My Commission Expires: 4/15/07

FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS  
2004 AUG -6 P 1:01