

MASTER DEED  
OF  
BAMBOO COURT  
HORIZONTAL PROPERTY REGIME  
Clemson, South Carolina

Developers:  
WALTO, LLC AND CRAWFORD EDGE, LLC

Prepared by:  
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F:\users\karen\re\Bamboo Court master deed

This is the first page of the Master Deed for Bamboo Court 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.

# MASTER DEED

OF

## BAMBOO COURT

Horizontal Property Regime

Pickens County, Clemson, South Carolina

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Walto, LLC and Crawford Edge, LLC, both South Carolina limited liability companies, hereinafter collectively referred to as the "Developer", as the Owners 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 Bamboo Court 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:

**WHEREAS**, Developer is the owner in fee simple of the premises described on Exhibit 1, attached hereto and made a part hereof.

**WHEREAS**, it is the desire and intention of Developer to enable the premises described on Exhibit 1, together with all buildings, structures, improvements, and other permanent fixtures of whatsoever kind situated or to be situated thereon, and all privileges belonging or in any way appertaining thereto (hereafter called the "Condominium Property"), to be owned under and pursuant to that certain type of ownership commonly known as a "Horizontal Property Regime" and to subject and submit such property to the provisions of Section 27-31-10, et seq. of the South Carolina Laws, as amended, said act being known as the Horizontal Property Act.

**WHEREAS**, Developer is further desirous of establishing for the mutual benefit of all future owners, mortgagees or occupants of the Condominium Property or any part thereof, certain easements and rights in, over and upon such Condominium Property and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof.

**WHEREAS**, Developer desires and intends that several owners, mortgagees, occupants and other persons hereinafter acquiring any interest in the Condominium Property shall at all times enjoy the benefits of, and shall hold their interests therein subject to the terms of this Declaration, and all exhibits or other documents referred to herein, all of which are declared to be in furtherance of a plan to promote and protect the condominium aspect of ownership and to facilitate the proper administration of the Condominium Property and are established for the purpose of enhancing the value, desirability, financial stability, harmony and attractiveness of the Condominium Property.

**NOW, THEREFORE**, Developer hereby makes the following Declaration as to the provisions, covenants, restrictions limitations, conditions and uses to which the Condominium Property may be put, hereby specifying that said Declaration shall constitute covenants to run with the land and shall be binding on Developer, its successors and assigns, and all subsequent owners of all or any part of the Condominium Property, together with their respective grantees, heirs, executors, administrators, devisees, successors and assigns:

## **ARTICLE I**

### **A. Definitions.**

The following terms used herein are defined as follows.

1. "Act" means the South Carolina Horizontal Property Act as contained in Section 27-31-10, et seq. of the South Carolina Code of Laws, 1976, as amended.
2. "Assessments" means regular and special assessments charged proportionately against all Units for accounting purposes.
3. "Association" means the Bamboo Court Homeowners Association, Inc., a non-profit corporation to be formed in the State of South Carolina.
4. "Board" means the Board of Directors of the Association as the same may be constituted from time to time.
5. "Bylaws" means the Bylaws of the Association, marked Exhibit 8, attached hereto and made a part hereof.
6. "Building" means an existing or proposed structure or structures containing in the aggregate two (2) or more units comprising a part of the property.

7. "Common Elements" or "Common Areas" means all parts of the Condominium Property except the Units.
8. "Common Surplus" means the amount by which common assessments collected during any period, exceed expenses.
9. "Common Expenses" means all costs, expenses and charges which the Association may charge against a Unit or a Unit Owner as Assessments, pursuant to this Declaration, Bylaws or the Act.
10. "Condominium Ownership" means the individual ownership of a particular unit in a building and the common right to share, with other co-owners in the general and limited common elements of the property.
11. "Condominium Property" means the land described on Exhibit 1, attached hereto, and the appurtenant easement for ingress and egress and utilities described in Exhibit 6, if any, building located thereon, all other structures, improvements and facilities that have been or may hereafter be constructed or installed on the land described on Exhibit 1, and all easements, rights and appurtenances thereto belonging.
12. "Co-Owner" means a person, firm, corporation or partnership, association, trust or other legal entity or in any combination thereof who owns a unit within a building.
13. "Declaration" means this instrument and all of the Exhibits hereto, as originally executed, or if amended, as so amended, by which the Condominium Property is submitted to the provisions of the Act.
14. "Drawings" means the drawings prepared and certified by a registered surveyor, architect, or engineer, which Drawings are to be filed with this Declaration.
15. "General Common Elements" means and includes:
- (a) The land whether leased or in fee simple on which the buildings stand;
  - (b) The foundations, exterior walls, roofs, stairways, and entrance and exit or communication ways in existence or to be constructed or installed;
  - (c) The yards and gardens in existence or to be constructed or installed, except as otherwise provided or stipulated;
  - (d) The garbage incinerators, and, in general, all devices or installations existing or to be constructed or installed for common use;
  - (e) All other elements of the property, in existence or to be constructed to installed, rationally of common use or necessary to its existence, upkeep and safety;
16. "Limited Common Elements" means and includes those common elements which are agreed upon to be reserved for the use of a certain Unit or Units to the exclusion of other Units.
17. "Occupant" means the natural person or persons in possession of a Unit.

18. "Rules" means such rules and regulations as the Association may periodically adopt relative to the use of all or any part of the Condominium Property.

19. "Special Charges" means all costs, expenses and charges (excluding Assessments) which the Association shall charge against a Unit or a Unit Owner pursuant to this Declaration, the Bylaws or the Act.

20. "Unit" means a part of the Property intended for any type of independent use including one or more rooms or enclosed space located in a building including a designated enclosed space for the parking of an automobile or other permitted vehicles and with a direct exit to a common area leading to a public street. The terms "Condominium Unit" and "Unit" each mean "Apartment" as that term is defined by the Horizontal Property Act found in Title 27, Chapter 31 of the 1976 Code of Laws of South Carolina, as amended.

21. "Unit Estate" means all the components of Ownership held by an Owner, including the rights and interest of the owner in and to the Unit, the rights of use of the limited common area and the undivided interest in the Common Area and Limited common Area. Unless the context requires otherwise, all reference to Units herein shall include the "Unit Estate".

#### **B. Name.**

The Horizontal Property Regime shall be known as the BAMBOO COURT HORIZONTAL PROPERTY REGIME.

### **ARTICLE II Establishment of Condominium Ownership, Division and Declaration of Condominium Property**

Developer, in order to establish a plan of Condominium ownership for the Condominium Property, hereby submits the Condominium Property, hereinbefore described, to the provisions of Section 27-31-10, et seq. of the Act. The Condominium Property shall include the structures separately designed and legally described freehold estates, hereinafter described and referred to as "Units," and underlying freehold estate, hereinafter described and referred to as the "Common Elements" (including Limited Common Elements).

#### **A. Units.**

The Developer shall construct or cause to be constructed on the Condominium Property seven (7) residential buildings, each containing two (2) units for a total of fourteen (14) Units identified as Units K1, K2, L1, L2, M1, M2, N1, N2, O1, O2, P1, P2, Q1 and Q2 as shown on the site plan attached hereto as Exhibit 3 and amenities substantially in accordance with the Plans and the specifications for construction, copies of which shall remain on file in the office of the Association. Each Unit bears the identifying number as shown on the Drawings. The addresses, type of Units, square footage of each Unit and description of the Units are set forth on Exhibit 4, attached hereto and made a part hereof. The Developer expressly reserves the right, during the course of construction, to revise, modify or change in whole or in part the Plans and specifications for construction, provided, however, that the Developer shall adhere to the general scheme of development as set forth in the Plans.

Subject to the provisions of subparagraph B, next following, each Unit consists generally of one-half of the building together with everything contained within the Unit such as heating, electrical and plumbing equipment and fixtures, appliances, and that portion of the utility systems as are located fully within and/or servicing solely that Unit, to which the same are appurtenant.

No Unit Owner shall, by deed, plat or otherwise, subdivide or by any other means cause his Unit to be separated into tracts or parcels as the whole Unit is shown on the Drawings. Each Unit Owner shall be entitled to the exclusive ownership and possession of his Unit, and to the ownership of an undivided interest in the Common Elements, in the percentage designated on Exhibit 9, attached hereto.

**B. Common Elements.**

1. (a) Description of Common Elements. That part of the Condominium Property which comprises the Common Elements consists of all parts of the Condominium Property which have not been designated nor delineated as part of the Units in this Declaration or in the Drawings, uncovered outside parking spaces and landscaping on the exterior of the building, including the Limited Common Elements described in subparagraph (b) next following.

(b) Limited Common Elements. The Limited Common Elements consist of the following:

- (i) The front walk which is accessory to each Unit.
- (ii) The front porch and patio which is accessory to each Unit.
- (iii) Any utility pipe, line or system connecting a single Unit to a main or trunk, which main or trunk serves more than a single Unit.
- (iv) That portion of the real property (land) upon which a Unit is situated.

2. Use of Common Elements. Each owner of a Unit shall own an undivided interest in the Common Elements equivalent to the percentage representing the value of the individual condominium with relation to the value of the whole regime as a tenant in common with all other such owners. This percentage, which is set forth on Exhibit 9 attached hereto and made a part hereof by reference, shall have a permanent character, and shall not be altered without the acquiescence of all of the co-owners representing all of the condominiums of the regime. Each owner shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit for the purposes described in Article V below, subject to the right of other Unit Owners to the use and enjoyment of the Common Elements and for ingress and egress to and from the respective Units, which rights shall be appurtenant to and shall run with his Unit.

3. Ownership of Common Elements. The percentage of ownership interest in the Common Elements attributable to the ownership interest in each Unit, together with the percentage of interest in the division of common profits and expenses, as hereinafter described in Section B, of Article VI of this Declaration, are set forth on Exhibit 9, attached hereto. The voting rights of the Unit Owners shall be in accordance with their respective interests in the Common Elements.

#### 4. Regulation of Common Elements.

(a) Regulation by Association. No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with such Rules pertaining thereto as from time to time may be adopted by the Association, which Rules shall not be in conflict with the provisions hereof. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right, but not the obligation, to promulgate Rules limiting the use (subject to all easements) of the Common Elements to members of the Association and their respective families, guests, invitees and servants, as well as to provide for the exclusive use by a Unit Owner and his guests for special occasions, of recreational areas and other similar facilities, if any. Such use may be conditioned upon, among other things, the payment by the Unit Owner of such assessment as may be established by the Association for the purposes of defraying costs thereof.

(b) Use of Common Elements. Subject to the Rules from time to time promulgated by the Association, all owners may use the Common Elements in such manner as will not restrict, interfere or impede the use thereof by the other Unit Owners.

### **ARTICLE III**

#### **General Provisions as to Units and Common Elements**

#### **A. Maintenance of Units.**

1. By the Association. Except as otherwise provided in Section 2, next following, the Association at all times, at its cost and expense, shall maintain the Common Elements including the exterior and roofs of each Unit, in good order, condition, replacement and repair, shall maintain, plant, seed, reseed, fertilize, cut and trim all of the lawns comprised as part of the Condominium Property, including the Limited Common Elements defined in Article II above and shall maintain all landscape beds and plants.

2. By the Unit Owner. Each Unit Owner at all times shall:

(a) Except as set forth in subparagraph A.1., immediately above, clean and maintain, repair and replace, at his cost and expense, his Unit. Additionally, he shall clean and maintain the Limited Common Elements appurtenant to his Unit. The Association shall repair and replace at its cost and expense, the Limited Common Elements appurtenant to all Units.

(b) Maintain, repair and replace, at his cost and expense, that portion of the utility systems appurtenant to his Unit, designated as Limited Common Elements in Article II, as well as that portion of the utility systems located wholly within and/or servicing only his Unit.

(c) Perform his responsibilities in such a manner as shall not unreasonably disturb the Occupants of other Units.

(d) Pay all costs for utility services furnished to his Unit, and for the Limited Common Elements appurtenant to his Unit.

(e) Promptly report to the Association (or the managing agent, if any) employed by it, the need for any repairs to any portion of the Condominium Property which are the obligations of the Association to maintain hereunder.

(f) Reimburse the Association for such costs, if any, in excess of proceeds of insurance, if any, as the Association shall incur for maintaining, repairing or replacing any portion of the Common Elements (including those portions thereof designated in this Declaration as Limited Common Elements) which may be damaged or destroyed by his act or negligence, or by the act or negligence of any of his tenants, invitees, licensees or guests.

3. No Contractual Liability of Association. Nothing herein contained, however, shall be construed so as to impose a contractual liability upon the Association for maintenance, repair and replacement, except to the extent funds shall be available and said maintenance, repair and replacement shall be deemed necessary by the Board of the Association.

#### **B. Right to Correct.**

If any Unit Owner fails to perform any act required of such Owner by this Declaration, the Bylaws or the Rules of the Association, the Association may, but shall not be obligated to, undertake such performance or cure such violation, and shall charge and collect from the defaulting Unit Owner the entire cost and expense, including reasonable attorneys' fees incurred by the Association in effecting such performance or cure. Any such amount shall be deemed to be an additional assessment upon the Owner and such Owner's Unit, and shall be due and payable with the payment for Common Expenses which falls due next following notification by the Association of such assessments. The Association may obtain a lien for said amount against such Owner and such Owner's Unit, to the extent as if it were a lien for common expenses.

#### **C. Construction Defects.**

The obligations of the Association and of Unit Owners to repair, maintain and replace the portions of the Condominium Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Condominium Property.

#### **D. Effect of Insurance or Construction Guarantees.**

Notwithstanding the fact that the Association and/or any Unit Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of said construction guarantee or said insurance coverage shall not excuse any delay by the Association or any Unit Owner in performing the obligations hereunder. The undertaking of repair, maintenance or replacement by the Association or any Unit Owner shall not constitute a waiver of any rights against any warrantor, but such rights shall be specifically reserved. The Association shall have the right to enforce, on behalf of the Unit Owners, any warranty, oral or written, express or implied, or any other contractual obligation, arising from construction defects, if the Association shall repair the same. It may institute litigation in the name of the Unit Owners and a release executed by the Association shall be binding upon all Unit Owners.



#### **E. No Severance of Ownership.**

No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Condominium Ownership Interest without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership and rights. Any such deed, mortgage, lease or other instrument purporting to affect the one without including all shall be deemed and taken to include the interest so omitted, even though the latter is not expressly mentioned or described therein. For purposes of conveyance of title to a purchaser of a Unit, description by Unit number and reference to this Declaration and to the Drawings shall be adequate to convey the fee simple title thereto, together with the percentage interest in and to the Common Elements and voting rights with respect thereto.

#### **F. Easements**

1. Encroachments. In the event that, by reason of the construction, settlement or shifting of any Unit, or by reason of the partial or total destruction and rebuilding of any Unit, any part of the Common Elements presently encroaches or shall hereafter encroach upon any part of a Unit, or any part of a Unit presently encroaches or shall hereafter encroach upon any part of the Common Elements, or another Unit or Units, or if by reason of the design or construction of any Units it shall be necessary or advantageous to an owner to use or occupy, for formal uses and purposes, any portion of the Common Elements consisting of unoccupied space within the building and adjoining his Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit presently encroaches or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Unit Owner of any Unit or in favor of the Common Elements if such encroachment occurred due to the willful conduct of said Owner.

2. Limited Common Elements. The owner of each Unit with respect to any Limited Common Area appurtenant to his Unit shall have, for himself, his heirs and successors in interest, an exclusive easement for his use and enjoyment of such Limited Common Area; provided, however, that no Unit Owner shall decorate, landscape, change the appearance of the exterior thereof or otherwise adorn such Limited Common Area in any manner contrary to the Rules as may be established therefor by the Association, unless he shall first obtain the written consent of the Association. In no event shall the appearance of said exterior area be changed except in accordance with the provisions hereof.

3. Maintenance Easements. The ownership of each Unit shall be subject to easements for access arising from necessity of maintenance or operation of the Common Elements and the building in which his Unit is located. The Owner of each Unit shall have the permanent rights and easements to and through the Common Elements to the use of utilities now or hereafter existing within the walls.

4. Easements for Certain Utilities. The Developer reserves a right of way for ingress and egress as shown on the plat attached hereto as Exhibit 2 which easement shall be permanent in nature and to be perpetual and to run with the land. The Association may

hereafter grant easements for utility purposes for the benefit of the Condominium Property, including the right to install, lay, maintain, repair and replace cable television wires and facilities, water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the Common Elements, and each Unit Owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing. Said power of attorney is coupled with an interest. The Developer shall grant to the City of Clemson a road right of way so that the same shall be a city street.

5. Easements to Run with Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in force and effect, and at all times shall inure to the benefit of and be binding upon the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof.

6. Reference to Easements in Deed. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such document.

#### **ARTICLE IV Unit Owners' Association**

##### **A. Membership.**

Developer shall cause to be formed a corporation not for profit to be called the BAMBOO COURT HOMEOWNERS ASSOCIATION (herein called the "Association") which shall act as the manager of the Condominium Property. Each Unit Owner, upon acquisition of title to a Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Condominium Ownership Interest, at which time the new Owner of such Unit shall automatically become a member of the Association. Any membership shall be terminable by the Association in accordance with the Association's Bylaws. The Board and officers of the Association elected as provided in the Bylaws of the Association attached hereto as Exhibit 8 shall exercise the powers, discharge the duties, and be vested with the rights conferred by operation of law, by the Bylaws, and by this Declaration upon the Association, except as otherwise set forth herein; provided, however, that in the event any such power, duty or right shall be deemed exercisable or dischargeable by, or vested in, an officer or member of the Board, solely in his capacity as an officer or a member of the Board, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration and the Bylaws attached hereto as Exhibit 8.

##### **B. Administration of Condominium Property.**

The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the Bylaws of the Association which are attached hereto as Exhibit 8. Each Owner, tenant or occupant of a Unit shall comply with the provisions of this Declaration, the Bylaws, decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions,

decisions or resolutions shall be grounds for an action to recover sums due for damages, or for injunctive relief. In addition to the administration of the condominium property, the Association shall own, operate, manage, assign spaces and promulgate rules and regulations for the use of the community boat dock located adjacent to the condominium property.

## **ARTICLE V**

### **Covenants and Restrictions as to Use and Occupancy**

The following covenants, restrictions, conditions and limitations as to the use and occupancy of a Unit or the Common Elements which shall run with the land shall be binding upon each Unit Owner, his heirs, tenants, licensees, successors and assigns.

#### **A. Purpose of Property.**

No part of the Condominium Property shall be used for other than residential housing and the common recreational purposes for which the Condominium Property was designed. Each Unit shall be used as a residence for a single family and for no other purpose; provided, however, the Developer shall be allowed to utilize one or more Units together with such portion of the Common Elements as it shall require as a place of business, construction office, sales office and for demonstration purposes so long as Developer shall retain ownership of one or more Units and further provided, that a Unit Owner may incidentally use an immaterial portion of such Owner's Unit for such Owner's office or studio, provided the activities therein shall not interfere with the quiet enjoyment of any other Owner.

#### **B. Obstruction of Common Elements.**

There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior consent of the Association, except as hereafter expressly provided; provided, however, that during construction and for a reasonable period thereafter, the Developer shall have the right to store construction equipment and material thereon so long as the same shall not unreasonably interfere with the rights of others.

#### **C. Hazardous Uses and Waste.**

Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the buildings, or contents thereof, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the buildings, or contents thereof, or which would be in violation of any law. No waste will be committed in the Common Areas or Facilities or in a Unit. Each Unit Owner shall abide by all rules and regulations of governmental authorities and rules and requirements of the issuer of all insurance policies with respect to the Common Elements.

#### **D. Exterior Surface of Buildings.**

Unit Owners shall not cause or permit anything to be hung or displayed in or on windows or placed on the outside walls of a building, and no sign, awning, canopy, or shutter shall be affixed to or placed upon the exterior walls or roof or any part thereof, or in the Common Elements contrary to the Rules as may be established thereof by the Association, other than

those originally provided by the Developer, if any. Unit Owners may, at their sole cost and expense, install or affix a satellite dish not exceeding 18" in diameter, for their personal use only, at locations approved by the Association. No Unit Owner shall paint, decorate, remodel, or in any manner change or improve the appearance of the exterior of the buildings or other structures, or the driveways, parking areas or walkways, or any other portions of the Common Elements or any improvements thereto contrary to the Rules as may be established thereof by the Association, other than those original provided by the Developer, if any.

#### **E. Animals and Pets.**

No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats, or other household pets, not collectively to exceed three (3), may be kept in Units, subject to Rules regulating the number of pets per Unit and other matters adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or disturbance shall be permanently removed from the Condominium Property subject to these restrictions upon thirty (30) days prior written notice from the Board of the Association.

#### **F. Nuisances.**

No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, whether willfully or negligently or by omission, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

#### **G. Impairment of Structural Integrity of Buildings.**

Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the buildings, or which would structurally change same.

#### **H. Laundry or Rubbish in Common Elements.**

No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

#### **I. Lounging or Storage in Common Elements.**

There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except in accordance with the Rules adopted by the Association.

#### **J. Prohibited Business Activities.**

Except as provided in Article V, Section A, above, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, or otherwise shall be conducted, maintained or permitted on any part of the Condominium Property. The right is reserved by the Developer, or its agent, to place "for sale" or "for rent" signs in Common Elements and on any unsold or unoccupied Units for the

purpose of selling unsold or unoccupied Units. In addition, the right is hereby given to the Association to establish Rules to place or authorize a Unit Owner or his agent to place "for sale" signs on any Unit or on the Condominium Property for the purpose of facilitating the disposal of Units by any Unit Owner, a mortgagee, or the Association.

#### **K. Alteration of Common Elements.**

Nothing shall be altered or constructed in or removed from the Common Elements except as hereinafter provided and except upon the written consent of the Association. No decoration, placement of statuary or yard ornamentation of any kind shall be permitted in the Common Elements unless done pursuant to prior written approval of the Board. No free-standing basketball sets, swing sets, slides, playground equipment, sheds, barns, tents, treehouses or other such structures or devices shall be permitted in the Common Areas without the prior written approval of the Board.

No change, alteration, construction or redecoration of any kind shall be permitted to the exterior of any Unit or its appurtenant deck, porch, patio, driveways or walks, including any change of color of the exterior of any Unit, unless done pursuant to prior written approval of the Board.

No natural, artificial or man-made fence or hedge, or natural, artificial or man-made wall (other than any wall which is part of a Unit), trellis, arbor or any similar nature, artificial or man-made means of screening or physically separating one Unit from another shall be permitted without the prior written approval of the Board.

#### **L. Rental of Units.**

The respective Units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (i) rental for any period less than six (6) months, or (ii) any rental if the occupants of the Units are provided customary hotel service, such as for food and beverage, or maid service, or furnishing of laundry and linen. Each lease shall be made subject to the covenants and restrictions in this Declaration and further subject to the Bylaws of the Association attached hereto as Exhibit 8. Units which are unsold and which are owned by the Developer may be leased by the Developer, as determined by Developer, and leases made by the Developer shall not require the approval of the Board of the Association and shall not be subject to other provisions in the Bylaws of the Association relating to leasing and rental. Because Bamboo Court is intended for single families and is specifically not intended for student rentals, no Unit may be occupied, leased or rented to persons who are students.

#### **M. Use of Units by Developer.**

During the period in which sales of Units by the Developer or its agents are in progress, Developer may occupy or grant permission to any person or entity to occupy, with or without rental, as determined by Developer, one or more Units in such apportions of the Common Elements as Developer considers necessary, for business or promotional purposes, including clerical activities, sales offices and model units for display and the like.

**N. Use of Parking Areas.**

No boats, campers, mobile homes, trailers, commercial trucks, recreational vehicles or the like shall be parked or stored between the hours of 12:00 a.m. and 6:00 a.m. either (i) on any street or driveway within the Condominium Property, or (ii) otherwise outside of any Unit or any unenclosed parking area. The foregoing parking and storage restrictions shall not apply to the parking and storage of construction vehicles and equipment reasonably necessary to construct any Unit or other improvement in or to the Condominium Property. Any automobile (other than an automobile periodically parked, as permitted herein), vehicle or other item occupying such a space (or any portion thereof) may be removed and/or stored at the sole expense of the Unit Owner who shall have caused or permitted the improper use of said unenclosed parking area. The Association shall have the right to promulgate rules as it deems necessary as to the parking of all types of vehicles within the Condominium Property, including but not limited to, the restriction of commercial vehicles and the regulation of on-street parking during social functions at Units within the Condominium Property.

**O. Motor Vehicles.**

There shall be no driving or riding of any motor vehicles upon any non-paved area of the Condominium Property, except for normal landscaping or maintenance purposes. Without limiting the generality of the foregoing, specifically prohibited within any non-paved area are motor vehicles such as motorcycles, motorbikes, minibikes, mopeds, all-terrain vehicles and snow mobiles.

**P. Repair of Vehicles.**

No powered vehicle of any kind shall be constructed or repaired on the Condominium Property, except for normal maintenance performed by an Owner entirely within the garage that is appurtenant to the Unit of such Owner.

**Q. Liquor.**

No spirits, vinous and/or fermented liquor shall be manufactured (except so-called "home manufacture" for on-premises consumption by the Owner) or sold, either at wholesale or retail, in any Unit or Common Area, and no place of public entertainment of any character shall be established, conducted or suffered to remain upon any part of the Condominium Property.

**R. No Refuse Materials.**

No lumber, metals, bulk materials, refuse or trash shall be burned, whether in indoor incinerators or otherwise (excluding the burning of wood in a fireplace), kept, stored or allowed to accumulate on any portion of the Condominium Property, except normal residential accumulation pending pick-up, reasonable amounts of racked firewood for normal residential use and building materials during the course of construction or reconstruction of any approved building or structure.

### **S. Rules.**

The use of the Unit or common area shall be subject to such additional restrictions as may be set forth in the Rules.

## **ARTICLE VI Assessments**

### **A. General.**

Each Unit Owner shall pay assessments as determined by the Association. Each Unit shall be assessed equally so that each Unit Owner shall pay an assessment equal to the assessment of the other Unit Owners. The initial assessment for each unit shall be \$190.00 per month. At the time of the closing of the purchase of a Unit, the buyer shall pay to the Association an initial contribution of \$380.00 to fund the Association. This initial contribution at closing is not a prepaid contribution for any number of months. Assessments for the maintenance, repair and insurance of the Common Elements, together with the payment of the common expenses, shall be made in the manner provided herein and in the manner provided in the Bylaws. Assessments for renewals or renovations may be made by the Association as set forth in Article X, below.

### **B. Nonuse of Facilities.**

No owner of a Unit may exempt himself from any liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of his Unit or by any other act whatsoever.

### **C. Lien of Association.**

The Association shall have a lien upon the estate or interest in any Unit of the then owner thereof and the percentage of interest of that owner in the Common Elements for the payment of the portion of the common expenses chargeable against such Unit which remain unpaid for thirty (30) days after the same have become due and payable, together with the amount of any costs, including without limitation, reasonable attorneys' fees, court costs, title reports and recording costs incurred by the Association. A certificate therefor, subscribed by the President, Secretary or other officer of the Association, may be filed with the Office of the Clerk of Court for Pickens County, South Carolina, pursuant to authorization given by the Board. Such certificate shall contain a description of the Unit, the name or names of the record Owner or Owners thereof, and the amount of such unpaid portion of the common expenses. Upon the filing of such certificate, notification thereof shall be by regular mail to the Unit Owner and his mortgagee as shown on the books of the Association. Said lien shall be effective as of the date it is filed with the Office of the Clerk of Court for Pickens County, South Carolina. Such lien shall remain valid for a period of ten (10) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the court in an action brought to discharge such lien, as hereinafter provided.

**D. Priority of Association's Lien.**

The lien provided for in Section C, of this Article VI shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens for bona fide first mortgages which have been filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association. The Unit Owner shall pay all costs of said proceedings, including the Association's reasonable legal fees. In addition, the Unit Owner and any occupant thereof shall be personally liable for the amount secured by such lien and any fees incurred to enforce such lien.

**E. Non-liability of Judicial Sale Purchaser for Past Due Common Expenses.**

Where the holder of a first mortgage of record or other purchaser of a Unit acquires title to the Unit as a result of a judicial sale resulting from litigation to which the Association has been made a party, or if the mortgagee accepts a deed in lieu of foreclosure, such person acquiring title, his successors and assigns, shall not be liable for the share of the Common Expenses or other assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such person. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Units, including that of the person purchasing at the judicial sale, his successors or assigns.

**F. Liability for Assessments Upon Conveyance.**

In the event of a conveyance of a Unit other than by judicial sale, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid assessments, dues and other charges levied by the Association against the transferor and the Unit for his share of common expenses up to the time of the grant or conveyance attributable to that Unit. Such joint and several liability shall be without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. Any such transferee shall be entitled to a statement from the Board setting forth the amount of all unpaid assessments against the transferor due the Association as of the date of the transferee's acquisition, and such transferee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the transferor in excess of the amount set forth in such statement for the period reflected in such statement.

**G. Transfer of Funds to Grantee.**

Upon the conveyance of transfer of title to a Unit (whether voluntarily or involuntarily) all funds, credits and Common Profits then pertaining to such Unit shall automatically inure to the sole benefit of the Grantee or Transferee of such Unit.

**ARTICLE VII  
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 the contents of his Condominium and on improvements made to his Condominium; and

(2) Liability insurance covering accidents occurring within the boundaries of his Condominium.

### **ARTICLE VIII 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 "10".

**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.

**ARTICLE IX**

**Limited Warranty from Developer, Disclaimer of Warranty from Developer and Limitation of Remedies.**

**A. Common Area or Limited Common Area.**

(1) Limited Warranty. For a period of one (1) year from the date of substantial completion of the project, the developer shall at no cost to the association repair or replace (in the developer's discretion) any portions of the common area or limited common area (except fixtures, accessories and appliances covered by separate warranties of their respective manufacturers, dealers or installation contractors) which are defective as to materials or workmanship.

(2) Disclaimer of Warranty. This limited warranty is in place of all other contractual obligation or warranties, express or implied, and the developer disclaims all other contractual obligations or warranties, including any implied warranties or habitability, merchantability or fitness for a particular purpose. The liability of the developer is expressly limited to such repair or replacement and the developer shall not be liable for damages of any nature, whether direct, indirect, special or consequential, regardless of whether such damages are claimed to arise out of law of contract, tort or negligence, or pursuant to statute or administrative regulation.

(3) Limitation of Remedies. Each Owner, in accepting a deed from the Developer or any other party to a Unit, expressly acknowledges and agrees that this Article IX, A establishes the sole liability of the Developer to the Association and the Owners related to defects in the Common Area and/or Limited Common Area and the remedies available with regard thereto. Irrespective of the foregoing, the one (1) year period referred to in this Article IX, A shall not expire until one (1) year has elapsed from the date when Units that represent sixty (60) percent of the votes in the Association have been transferred by the Developer.

**B. Units.**

(1) Limited Warranty. For a period of one (1) year from the date of conveyance of a Unit, the developer shall at no cost to the Unit Owner repair or replace (in the developer's discretion) any portions of the Unit (except fixtures, accessories and appliances covered by separate warranties of their respective manufacturers, dealers or installation contractors) which are defective as to materials or workmanship.

(2) Disclaimer of Warranty. This limited warranty is in place of all other contractual obligation or warranties, express or implied, and the developer disclaims all other contractual obligations or warranties, including any implied warranties or habitability, merchantability or fitness for a particular purpose. The liability of the developer is expressly limited to such repair or replacement and the developer shall not be liable for damages of any nature, whether direct, indirect, special or consequential, regardless of whether such damages are claimed to arise out of law of contract, tort or negligence, or pursuant to statute or administrative regulation.

(3) Limitation of Remedies. Each Owner, in accepting a deed from the Developer or any other party to a Unit, expressly acknowledges and agrees that this Article IX, B establishes the sole liability of the Developer to the Owner related to defects in the Unit and the remedies available with regard thereto.

**ARTICLE X**

**Renovation and Subsequent Improvements of Existing Buildings,  
Structures and Other Improvements**

The Association may, by the affirmative vote of the Unit Owners entitled to exercise not less than ninety percent (90%) of the voting power of the Unit Owners, determine that the portion of the Condominium Property is obsolete or in need of renovation, in whole or in part, and elect to have the same renewed and renovated. The Association shall thereupon proceed with such renewal and renovation and the cost thereof shall be a Special Charge of the Unit Owners, subject to assessment in the same as set forth in Article VI above. Any Unit Owner who does not vote for such renewal and renovation may elect, in a writing served by him on the Association within sixty (60) days after receiving notice of such vote, to receive the fair market value of his Unit, less the amount of any liens and encumbrances thereon as of the date such vote is taken, in return for a conveyance of his Unit, subject to such liens and encumbrances, to the Association. In the event of such election, such conveyance and payment of the consideration therefor, which shall be a Special Charge to the Unit Owners who have not so elected, shall be made within sixty (60) days thereafter, and if such owner and a majority of the Association cannot agree upon the fair market value of such Unit within sixty (60) days after such election, such determination shall be made by the majority vote of three appraisers, one of which shall be appointed by such Unit Owner, one of which shall be appointed by the Association, and the third of which shall be appointed by the first two appraisers. Each party shall pay for the cost of its own appraiser, and the cost of the third appraiser shall be split between the Unit Owner and the Association.

**ARTICLE XI**  
**Removal from Condominium Ownership**

To the extent the removal of the Condominium Property from the provisions of the Act shall not, in and of itself, violate the local zoning and building codes applicable thereto, the Unit Owners, by the affirmative vote of not less than one hundred percent (100%) of the voting power, may elect to remove the Condominium Property from the provisions of South Carolina Code of Laws, 1976, as amended, Section 27-31-10, et seq., the Act. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Condominium Property, shall be paid, released, or discharged, and a certificate setting forth that such election was made shall be filed with the Register of Deeds for Pickens County, South Carolina.

Such certificate shall certify therein under oath that all liens, except taxes and assessments not then due and payable, upon all or any part of the Common Elements, have been paid, released or discharged, and shall also be signed by the Unit Owners, each of whom shall certify therein under oath that all such liens on his Unit or Units have been paid, released or discharged. The Board may, at their discretion, require as a condition precedent to the filing of said certificate the issuance of a policy of title insurance evidencing the nonexistence of any liens as aforesaid. The Board shall designate the amount and issuer of said title insurance, and the cost thereof shall be a common expense.

**ARTICLE XII**  
**Amendment of Declaration and Bylaws**

**A. Reservation of Rights to Amend.**

Developer shall have the right, exercisable in its sole discretion at any time during the ten (10) year period following the date this Declaration is filed for record, and the Board shall have the right thereafter to amend, from time to time, this Declaration, the Bylaws and/or the Drawings in such respects as Developer may consider necessary, convenient or appropriate for the purpose of (i) complying with any regulations of the Federal Home Loan Bank Board, the Federal National Mortgage Association, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, the Veteran's Administration, the Department of Housing and Urban Development and/or the Mortgage Guaranty Insurance Corporation (as such regulations may be amended periodically), (ii) complying with any regulations of any federal, state or local governmental agency or instrumentality (as such regulation may be amended periodically), (iii) correcting any scrivener's error or curing any ambiguity, inconsistency or form of defect or omission in this Declaration, the Bylaws and/or the Drawings, and/or (iv) effecting any other changes not adverse to the Unit Owners or to the holders of the mortgages encumbering the Units. Each Unit Owner, by accepting a Deed conveying title to his Unit, and each mortgagee accepting a mortgage encumbering any Unit, automatically consents and approves the provisions of this Section A and all Unit Owners and their respective mortgagees shall perform such actions and shall promptly execute and deliver to Developer and/or the Board from time to time, as the Developer and/or the Board shall request, all instruments as Developer and/or the Board shall consider necessary, convenient or appropriate to effectuate the provisions of this Section A. In addition, each Unit Owner, by acceptance of a Deed in respect to his Unit, and each mortgagee, by accepting a mortgage encumbering any Unit, automatically hereby

irrevocably appoints Developer and/or the Board as the proxy of such Unit Owner and mortgagee coupled with an interest, to act and vote for on behalf of each such Unit Owner and each such mortgagee in such manner as shall enable Developer and/or the Board to effectuate the rights reserved by Developer and/or the Board pursuant to this Section A and to that end, each such Unit Owner and each such mortgagee hereby authorizes, directs and empowers Developer and/or the Board, as the holder of such proxy, to execute, and to have witnessed, acknowledged and recorded, for and in the name of such Unit Owner and each such mortgagee, such amendments of the within Declaration, the Bylaws and/or the Drawings, together with such consents thereto as Developer and/or the Board shall consider necessary, convenient or appropriate to comply with the provisions of this Section if Developer shall exercise the rights reserved to it in this Section. Any documents requiring execution by any person, firm, corporation, or other entity (other than Developer) shall be in full compliance if executed by Developer and/or the Board on behalf of such person, firm, corporation or other entity.

The Developer shall be entitled to submit said real property (or any portion thereof) and all improvements constructed thereon to the Regime by filing an amendment to this Master Deed, which shall be executed solely by the Developer and shall include the following particulars:

- (a) a survey of the additional real property or improvements to be submitted to the Regime;
- (b) a site plan and floor plan for all improvements constructed on said real property;
- (c) a description of the portions of said real property and improvements which constitute Units, Common Area and Limited Common area; and
- (d) an amended Exhibit 9 to the Master Deed specifying the respective Percentage Interests of the Owners of all Units after giving effect to the expansion of the Regime.

## **B. Procedure for Amendments.**

This Declaration and the Bylaws attached hereto as Exhibit 8 may be amended upon the filing for record with the Register of Deeds for Pickens County, South Carolina, an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by the Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association. Such amendment must be exercised with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached exhibits are recorded and must contain an affidavit by the Secretary of the Association that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit. However, no amendment shall have any effect upon a bona fide first mortgagee until the written consent to such amendment of such mortgagee has been secured. No amendments may diminish or alter the security or rights of any existing lienholder. Such consents shall be retained by the Secretary of the Association and his certification in the instrument of amendment as to the names of the consenting and non-consenting mortgagees of the various Units shall be sufficient for reliance by the general public. If less than all mortgagees consent to an amendment to the Declaration and/or the Bylaws, said amendment or modification shall nevertheless be valid among the

Unit Owners, inter sese, provided that the rights of a non-consenting mortgagee shall not be abrogated thereby. No provision in this Declaration or Bylaws may be changed, modified or rescinded, however, which, after such change, modification or rescission, would conflict with the provisions of South Carolina Code Annotated, Section 27-31-10, et seq., 1976, the Act, as now in effect or as hereafter amended.

### **ARTICLE XIII**

#### **Remedies for Breach of Covenants and Regulations**

##### **Abatement and Enjoyment.**

The violation of any restriction or condition or regulation adopted by the Association or the breach of any covenant or provision contained in this Declaration or in the Bylaws of the Association shall give the Association the right, in addition to all other rights in law or in equity, to (i) enter upon the land or Unit or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration and the Bylaws of the Association, and the Association or its agents shall not thereby be deemed guilty in any manner of trespass; or to (ii) enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. All expense and costs thereof, including reasonable attorneys' fees, shall be paid by the Unit Owner guilty of the breach and constitute the basis for a lien upon his Unit and interest in accordance with Article VI thereof.

### **ARTICLE XIV**

#### **Special Developer Rights**

The Developer hereby reserves unto itself, its successors and assigns, the following rights for the benefit of the Developer:

(i) to complete all improvements that serve the Condominium Property, including without limitation, the right and easement through the Common Elements for the purpose of making the improvements within the Condominium Property, if and when all or portions thereof are added to the Condominium Property; and

(ii) to maintain sales offices, management offices, signs, advertising and models at such places as Developer shall determine.

### **ARTICLE XV**

#### **Miscellaneous Provisions**

##### **A. Binding Effect.**

Each grantee of the Developer, by acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed, shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest



or estate in said real property, and shall inure to the benefit of such owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance. All of the provisions of this Declaration are in furtherance of a common plan to develop, promote and protect the desirability and value of the property described herein for the benefit of each owner thereof.

**B. Non-waiver.**

No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**C. Separability.**

The invalidity of any covenant, restrictions, condition, limitation or other provisions of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

**D. Sales by Developer.**

So long as Developer, its successors and assigns, own one or more of the Units established and described herein, the Developer, its successors and assigns, shall be subject to the provisions of this Declaration and of the Drawings, except that Developer may lease, sell, exchange and transfer Units owned by Developer without approval of the Board.

**E. Non-liability Of Developer.**

Neither Developer nor its principals, members, shareholders, officers or other representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration in the management and operation of the Condominium and the Condominium Property and the Association, whether or not such claim (i) shall be asserted by a Unit Owner, occupant, the Association, or by any person or entity claiming through any of them; or (ii) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (iii) shall arise ex contractu or (except in the case of gross neglect) ex delicto. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Unit Owner, occupant, the Association, and their respective agents, employees, guests, invitees, or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.). The foregoing exculpatory language shall not include claims against the Developer arising from Developer's capacity as a developer, builder and seller.

**F. Section Headings; Gender.**

The heading of each Article and to each Section hereto are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of

this Declaration nor in any way affect this Declaration.

The use of the masculine gender herein or in the Bylaws shall be deemed to include the feminine and the neuter genders, as the case may be, and the use of the singular shall be deemed to include the plural, wherever the context so requires.

#### **G. Uniform Plan.**

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a proper and harmonious condominium development.

#### **H. Service of Notices.**

Any notice by the Association or by the Developer to a Unit Owner shall be deemed to be duly given, and any demand upon him shall be deemed by him to have been duly made, if delivered in writing to him personally, or if sent to him by United States certified mail, return receipt requested, addressed to him at the Unit owned by him, and any notice by a Unit Owner to the Association shall be deemed to be duly given and made, if in writing and delivered to the Secretary of the Association.

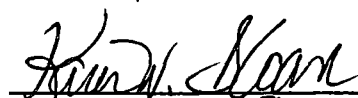
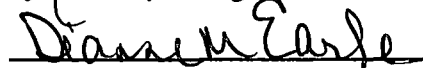
Each Unit Owner shall furnish written notice to the Secretary of the Association of the name and address of such Unit Owner's first mortgagee and of any change in the name and address of such mortgagee.

### **ARTICLE XVI EXHIBITS**

The following Exhibits are attached hereto and incorporated verbatim in this Master Deed by reference as fully as if set forth herein.

<u>Description</u>	<u>Identification</u>
Legal Description of the Land	1
Survey	2
Site Plan	3
Floor Plans	4
Elevations	5
Easements for Ingress and Egress and Utilities	6
Articles of Incorporation	7
By-Laws	8
Schedule of Assigned Values and Percentage Interests	9

THIS DECLARATION executed by the undersigned Developer at Clemson, South Carolina, on the 21st day of August, 2018.

WALTO, LLC

By: 

Print Name: THOMAS P. WINKOPP, Manager

By: 

Print Name: WALLACE MARTELL, Manager

THIS DECLARATION executed by the undersigned Developer at Clemson, South Carolina, on the 21st day of August, 2018.

[Signature]  
Dianne M Earle

**CRAWFORD EDGE, LLC**

By: [Signature]

Print Name: **THOMAS P. WINKOPP**

Title: **MANAGER**

STATE OF SOUTH CAROLINA )

PROBATE

COUNTY OF PICKENS )

PERSONALLY APPEARED BEFORE ME, Dianne M. Earle, who acknowledged that she saw the within named Developer sign, seal, execute and deliver, the foregoing instrument for and on behalf of said limited liability company, being thereunto duly authorized, and that she with the other witness witnessed the execution thereof.

SWORN TO BEFORE ME THIS 21st DAY OF AUGUST, 2018.

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 11/7/27

Dianne M Earle

Grantee's Address:  
391 College Ave., Suite 406  
Pickens, SC 29631

***Exhibit 1 – Legal Description***

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Pickens, City of Clemson, and being shown and designated as Lot 9A and a Portion of Lot 10 of F.B. Robinson Est., containing 1.39 acres of land, more or less, according to survey prepared for "Bamboo Court HPR." prepared by R. Jay Cooper dated February 22, 2017 and revised August 15, 2018, and recorded in the Office of the Register of Deeds for Pickens County, South Carolina, in Plat Book 007, Page 319, reference to which is hereby made for a more complete and accurate description.

This being a portion of the property conveyed to Walto, LLC, A S.C. Limited Liability Company and Crawford Edge, LLC, A South Carolina Limited Liability Company by deed of William J. Lanham, Jr. and Karen W. Lanham dated January 26, 2017 and recorded in Deed Book 1834, Page 284, records of the Register of Deeds for Pickens County, South Carolina.

TMS#4053-11-67-0465/1482/1218

***Exhibit 2 – Survey***



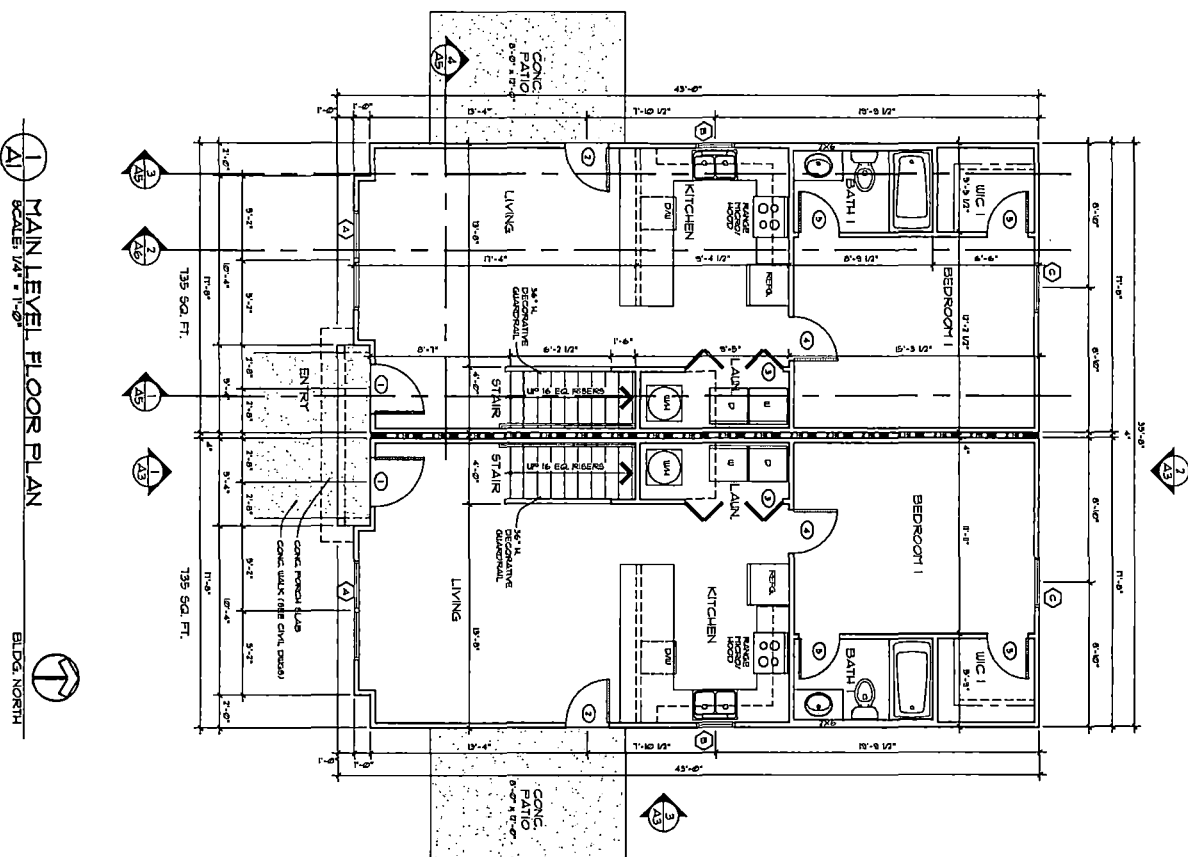
***Exhibit 3 – Site Plan***



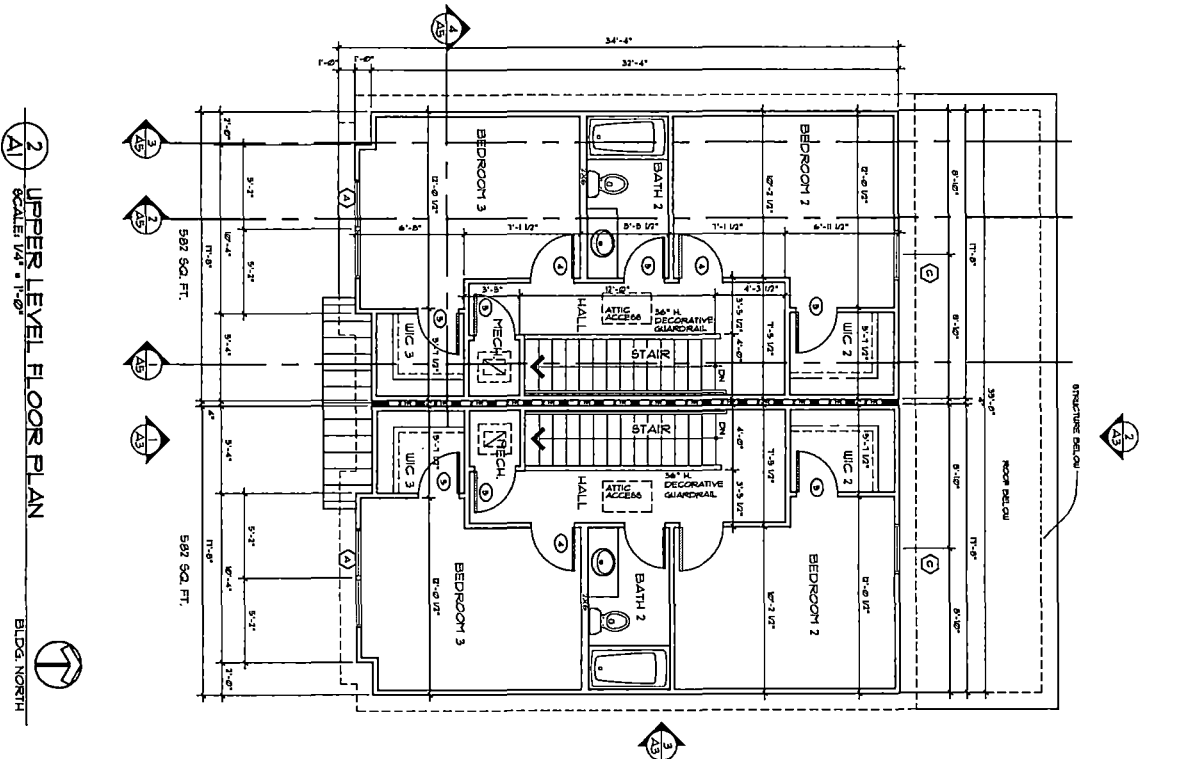


***Exhibit 4 – Floor Plans***

COPYRIGHT 2018 BY SIGNATURE ARCHITECTS. THIS DRAWING IS THE PROPERTY OF SIGNATURE ARCHITECTS. DUPLICATION OR OTHER USE FOR ANY REASON OTHER THAN THE PROJECT WHOSE NAME THIS TITLE BLOCK BEARS, IS STRICTLY PROHIBITED UNLESS WRITTEN PERMISSION IS GRANTED BY THE ARCHITECT.



1 MAIN LEVEL FLOOR PLAN  
SCALE: 1/4" = 1'-0"



2 UPPER LEVEL FLOOR PLAN  
SCALE: 1/4" = 1'-0"

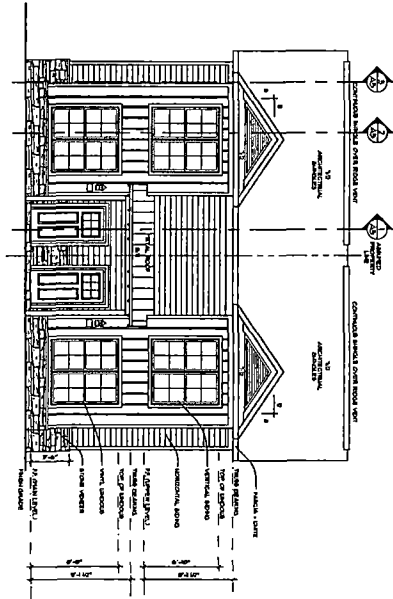


**GENERAL NOTES**  
1. ALL DIMENSIONS ARE TO FACE OF STUD - UNLESS NOTED OTHERWISE.  
2. LOCATE INTERIOR DOORS 3" FROM ADJACENT WALLS TYPICAL, UNLESS NOTED OTHERWISE.

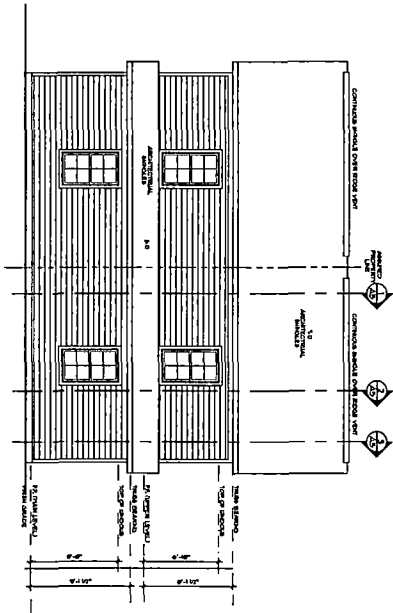
**WALL LEGEND**  
1. 1/2" THICK CONCRETE WALL WITH 1/2" REINFORCING BARS (SEE STRUCTURAL DRAWING)  
2. 1/2" THICK CONCRETE WALL WITH 1/2" REINFORCING BARS (SEE STRUCTURAL DRAWING)  
3. 1/2" THICK CONCRETE WALL WITH 1/2" REINFORCING BARS (SEE STRUCTURAL DRAWING)  
4. 1/2" THICK CONCRETE WALL WITH 1/2" REINFORCING BARS (SEE STRUCTURAL DRAWING)  
5. 1/2" THICK CONCRETE WALL WITH 1/2" REINFORCING BARS (SEE STRUCTURAL DRAWING)

***Exhibit 5 – Elevations***

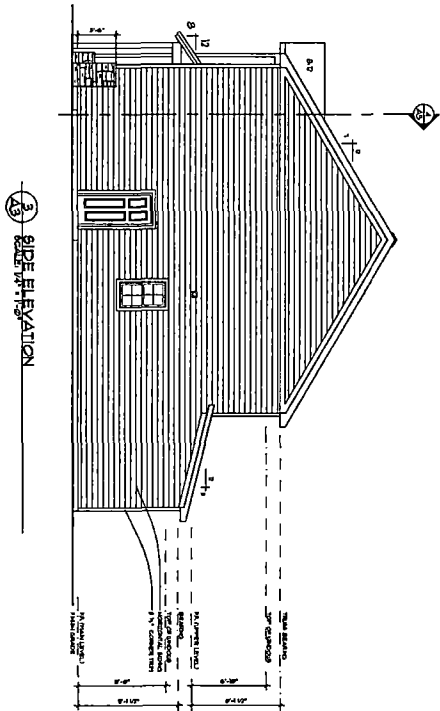
COPYRIGHT 2006 BY SIGNATURE ARCHITECTS. THIS DRAWING IS THE PROPERTY OF SIGNATURE ARCHITECTS. DUPLICATION OR OTHER USE FOR ANY REASON OTHER THAN THE PROJECT WHOM NAME THIS TITLE BLOCK BEARS, IS STRICTLY PROHIBITED UNLESS WRITTEN PERMISSION IS GRANTED BY THE ARCHITECT.



FRONT ELEVATION  
SCALE: 1/4" = 1'-0"



2 REAR ELEVATION  
A3 SCALE 1/4" = 1'-0"



3 SIDE ELEVATION  
SCALE: 1/4" = 1'-0"

***Exhibit 6 - Easements for Ingress, Egress and Utilities***

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes for the year 2018, which are a lien, but not yet due and payable, and taxes for subsequent years.
3. Restrictions appearing of record at Book 5-Z, page 99 and Book 6-K, Page 252, but this policy insures that said restrictions have not been violated and that a future violation thereof will not cause a forfeiture or reversion of title.
4. NOTE: The exceptions in Schedule B omit any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.
5. Right of way to Duke Power Company filed in Book 7-T, Page 191 (Oconee County).
6. Possible outstanding interest of others in and to portions of the insured land.
7. With respect to Exception 4, Schedule B, this policy insures against direct loss or damage (including court costs and attorneys fees) which the insured may sustain by reason of entry of a final decree of a court of competent jurisdiction, holding that (1) on January 30, 2017 being the date of recordation of the deed from William J. Lanham, Jr. and Karen W. Lanham to Walto, LLC (25% interest) and Crawford Edge, LLC (75%) interest recorded at Book 1883, Page 284, persons other than said grantors owned the land described in said deed or (2) the land is encumbered by any tax lien, mortgage or judgment lien other than those shown as exceptions in Schedule B, which was created by or inured against any predecessors in title who owned the land prior to January 30, 2017.
8. Pending disbursement of the full proceeds of the loan secured by the mortgage set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. (Loan Policy Only).
9. Easement and Road Use, Maintenance & Repair Agreement recorded in Book 1955 at Page 164.
10. Beautification Strip as shown on plat prepared by Clemson Engineering Services dated February 22, 2017 and revised August 15, 2018 and filed for record in Book 1007, Page 318.

- (1) Maintained Portion of the Easement: The Easement shall hereafter be used by the undersigned, their respective heirs, successors, assigns and/or personal representatives, for purposes of ingress and egress from their respective properties to Pendleton Road.
- (2) Regular Maintenance: The undersigned do hereby agree, on behalf of themselves and their respective heirs, successors, assigns and/or personal representatives, that **both parties** shall be responsible for the costs and expenses of the regular maintenance, care, upkeep, repair and liability incurred in connection with the Easement in equal shares.
- (3) In the event of the failure or refusal of any of the undersigned parties or their respective heirs, assigns, successors and/or personal representatives to pay their respective shares of the costs and expenses of the maintenance, care, upkeep, repair and liability of the Easement, any other owner affected by this agreement, or any group of owners as the case may hereafter be, may bring an action at law for judgment against the owner obligated to pay the same, but failing or refusing to do so, and/or foreclose such indebtedness as a lien against such property in the same manner as a real estate mortgage is foreclosed, and interest, costs and reasonable attorneys' fees shall be added to the amount of such sums to be collected from such owner. The purpose and intent of this paragraph being to enable the owners who are complying with the terms of this agreement to place a lien upon the

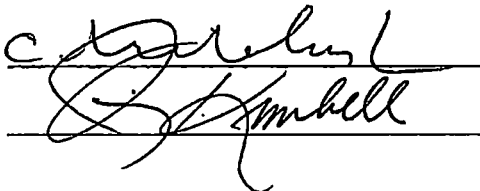


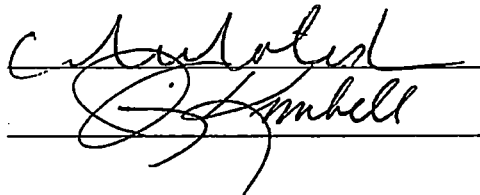
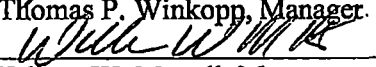
real property of any owner(s) who is(are) failing and refusing to comply with the terms hereof. A notice of a pending action against a lot owner affected hereby shall be filed as a Lis Pendens in the office of the Clerk of Court and/or Register of Deeds for Pickens County, South Carolina, and the lien referred to herein shall be established by the filing of such Lis Pendens and a final judgment in connection therewith in the Clerk of Courts Office for Pickens County, South Carolina, by any other owner or owners which are subject hereto.

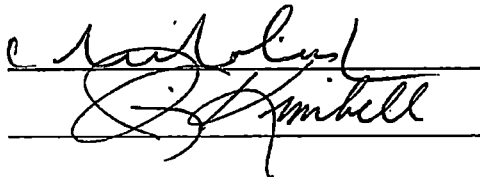
- (4) The Parties hereby agree that a survey will be prepared and filed showing the above referenced 30' easement and the Master Deeds for both Bamboo Court HPR and Bamboo Cottages HPR will reference this Easement and Road Use Maintenance and Repair Agreement.
- (5) The Parties hereto do further hereby specifically agree that the terms and provisions hereof shall bind the undersigned and their respective heirs, assigns, successors and/or personal representatives forever.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date indicated beneath their signatures set forth below.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

  
\_\_\_\_\_  
Thomas P. Winkopp  
Its: Member/Manager

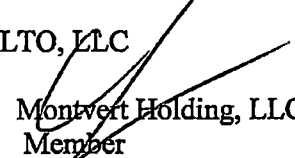
  
\_\_\_\_\_  
Thomas P. Winkopp, Manager  
By:   
Wallace W. Martell, Manager

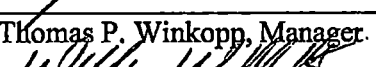

  
\_\_\_\_\_  
Michael E. Newton  
Its: Member/Manager

CRAWFORD EDGE HWY. 178,  
LLC

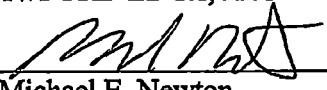
By:   
Thomas P. Winkopp  
Its: Member/Manager

WALTO, LLC

By:   
Montvert Holding, LLC  
Its: Member

By:   
Thomas P. Winkopp, Manager  
By:   
Wallace W. Martell, Manager

CRAWFORD EDGE, LLC

By:   
Michael E. Newton  
Its: Member/Manager

  
\_\_\_\_\_  
Michael E. Newton, Individually

Instrument # 201806898 BKD: 1955 PG: 166

STATE OF SOUTH CAROLINA )

COUNTY OF PICKENS )

PROBATE

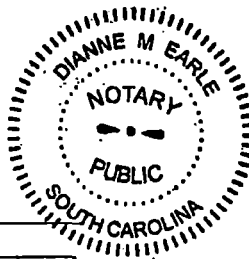
PERSONALLY appeared before me the undersigned witness who upon oath deposes and states that (s)he saw the within named Crawford Edge Hwy. 178, LLC, by Thomas P. Winkopp, Member/Manager sign, seal and as (his)(her)(its)(their) act and deed deliver the within written Instrument for the purposes herein stated, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN TO BEFORE ME  
this 15 day of May, 2018

Dianne Earle

Notary Public for SC

My Commission Expires: 1-25-2027



C. Winkopp

STATE OF SOUTH CAROLINA )

COUNTY OF Pickens )

PROBATE

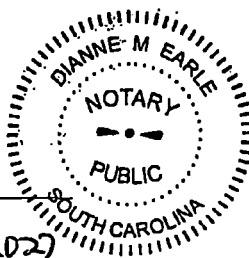
PERSONALLY appeared before me the undersigned witness who upon oath deposes and states that (s)he saw the within named Walto, LLC by Montvert Holding, LLC, it's Member, by Thomas P. Winkopp, Manager and Wallace W. Martell, Manager, and Crawford Edge, LLC, by Property Quest, LLC, it's Member, by Michael E. Newton, Member and Individually, sign, seal and as (his)(her)(its)(their) act and deed deliver the within written Instrument for the purposes herein stated, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN TO BEFORE ME  
this 15 day of May, 2018

Dianne Earle

Notary Public for South Carolina

My Commission Expires: 1-25-2027



C. Winkopp



***Exhibit 7 – Articles of Incorporation***

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

Jul 30 2018

REFERENCE ID: 1807301010472

Filing ID: 180730-1116559

Filing Date: 07/30/2018

  
SECRETARY OF STATE OF SOUTH CAROLINA

**STATE OF SOUTH CAROLINA  
SECRETARY OF STATE**

**ARTICLES OF INCORPORATION  
Nonprofit Corporation – Domestic  
Filing Fee \$25.00**

Pursuant to S.C. Code of Laws Section 33-31-202 of the 1976 S.C. Code of Laws, as amended, the undersigned corporation submits the following information

1. The name of the nonprofit corporation is

Bamboo Court Homeowners Association, Inc.

2. The initial registered office (registered agent's address in SC) of the nonprofit corporation is  
391 College Avenue, Suite 406

(Street Address)

Clemson, South Carolina 29631

(City, State, Zip Code)

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

Thomas P. Winkopp

(Name)

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

(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 principal office of the nonprofit corporation is  
391 College Avenue, Suite 406

(Street Address)

Clemson, South Carolina 29631

(City, State, Zip Code)

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

Jul 30 2018

REFERENCE ID: 1807301010472

*Mark Hammond*  
SECRETARY OF STATE OF SOUTH CAROLINA

Bamboo Court Homeowners Association, Inc.

6. If this nonprofit corporation is either a **public benefit** or **religious corporation** 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. If you are going to apply for 501(c)(3) status, you must complete section "a".

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.

☐

If you choose to name a specific 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.

OR

b. ☒

If the dissolved corporation is not described in Section 501(c)(3) of the Internal Code, upon dissolution of the corporation, the assets shall be distributed to one or more public benefit or religious corporation or to one or more of the entities described in (i) above.

☐

If you chose to name a specific public benefit, religious corporation or 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.

7. If the corporation is mutual benefit corporation 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 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 benefiting 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 S.C. Code of Laws Section 33-31-202(c)].

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

Jul 30 2018

REFERENCE ID: 1807301010472

  
SECRETARY OF STATE OF SOUTH CAROLINA

Bamboo Court Homeowners Association, Inc.

Name of Corporation

9. The name and address of each incorporator is as follows (only one is required, but you may have more than one).

Thomas P. Winkopp

(Name)

391 College Avenue, Suite 406

(Business Address)

Clemson, South Carolina 29631

(City, State, Zip Code)

(Name)

(Business Address)

(City, State, Zip Code)

(Name)

(Business Address)

(City, State, Zip Code)

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

Thomas P. Winkopp

(Name – only if names in articles)

Thomas P. Winkopp

(Signature of Director)

(Name – only if names in articles)

(Signature of Director)

(Name – only if names in articles)

(Signature of Director)

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

Jul 30 2018

REFERENCE ID: 1807301010472

  
SECRETARY OF STATE OF SOUTH CAROLINA

Bamboo Court Homeowners Association, Inc.

Name of Corporation

11. Each incorporator listed in #9 must sign the articles

Thomas P. Winkopp

(Signature of Incorporator)

(Signature of Incorporator)

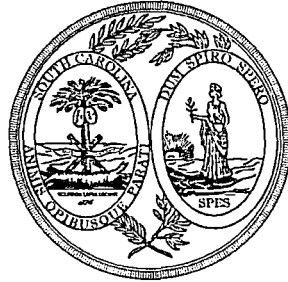
(Signature of Incorporator)

12. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is:

\_\_\_\_\_



# *The State of South Carolina*




*Office of Secretary of State Mark Hammond*

## **Certificate of Existence, Nonprofit Corporation**

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

**BAMBOO COURT HOMEOWNERS ASSOCIATION, INC.,**  
a nonprofit corporation duly organized under the laws of the State of South Carolina on July 30th, 2018, has as of the date hereof filed as a nonprofit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose, and has paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-31-1421, and that the nonprofit corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great Seal  
of the State of South Carolina this 30th day  
of July, 2018.

  
Mark Hammond, Secretary of State

***Exhibit 8 - By-Laws***

**BY-LAWS OF BAMBOO COURT  
HOMEOWNERS ASSOCIATION, INC.  
A Not for Profit Corporation**

**ARTICLE I  
NAME AND PRINCIPAL OFFICE**

1.01. Names. The name of the eleemosynary corporation is "BAMBOO COURT HOMEOWNERS ASSOCIATION, INC." hereinafter referred to as "the Association." Walto, LLC and Crawford Edge, LLC, hereinafter collectively 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 391 College Avenue, Clemson, SC 29631.

**ARTICLE II  
NOT-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 BAMBOO COURT Horizontal Property Regime established pursuant to S.C. Code Ann. §27-31-10 et seq. (1976).

**ARTICLE III  
PURPOSE**

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 BAMBOO COURT located in Pickens 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 IV  
DURATION**

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

ARTICLE V  
POWERS

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 VI  
MEMBERS

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 Pickens 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, 2020.

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 Pickens 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 members 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:

- (a) 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;
- (b) 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;
- (c) To carry out the reconstruction of improvements after casualty and further improvement of the property, real and personal;
- (d) 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;
- (e) 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;
- (f) 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;
- (g) 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;
- (h) 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;
- (i) To carry insurance for the protection of the members and the Association against casualty and liability;
- (j) 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;
- (k) 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 time he was 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 his 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 Pickens 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 BAMBOO COURT HOMEOWNERS ASSOCIATION, INC. have hereunto set their hands and seals this \_\_\_\_ day of AUGUST, 2018.

BAMBOO COURT HOMEOWNERS  
ASSOCIATION, INC.

By: \_\_\_\_\_

Director

***Exhibit 9 – Percentages of Ownership in Common Elements***

<u>Building Number</u>	<u>Unit Number</u>	<u>Percentage of Ownership</u>
1	Unit Q1	.071428
1	Unit Q2	.071428
2	Unit P1	.071428
2	Unit P2	.071428
3	Unit O1	.071428
3	Unit O2	.071428
4	Unit N1	.071428
4	Unit N2	.071428
5	Unit M1	.071428
5	Unit M2	.071428
6	Unit L1	.071428
6	Unit L2	.071428
7	Unit K1	.071428
7	Unit K2	.071428
Total:	14 Units	.999992