

**COPY**

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT  
TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN  
ARBITRATION ASSOCIATION**

## **MASTER DEED**


### **THE SPUR AT WILLIAMS BRICE**

**HORIZONTAL PROPERTY REGIME**

Columbia, South Carolina

Developer:  
Palmetto State Enterprises, LLC

Prepared by:  
Harrell & Associates, P.A.  
Post Office Box 1000  
Chapin, South Carolina 29036  
(803) 345-3353

Book 1248-451  
2006100353 11/02/2006 16:18:57.843  
Fee: \$99.00 County Tax: \$0.00  
Master Deed  
State Tax: \$0.00  
  
2006100353 John G. Norris  
Richland County RCD

# TABLE OF CONTENTS

I.	Description.....	5
II.	Survey and Description of Improvements.....	5
III.	Notice of Restrictions.....	6
IV.	Warranty.....	6
V.	Condominiums and General and Limited Common Elements.....	9
VI.	Ownership of Condominiums and Appurtenant Interest in General Common Elements.....	13
VII.	Restriction Against Further Subdividing of Condominiums and Separate Conveyance of Appurtenant Common Elements, Etc.....	14
VIII.	Horizontal Property Regime Subject to Restrictions, Etc.....	14
IX.	Perpetual Non-Exclusive Easements in General Common Elements.....	15
X.	Perpetual Exclusive Easement to Use Limited Common Elements.....	15
XI.	Easement for Unintentional and Non-Negligent Encroachments.....	15
XII.	Restraint Upon Separation and Partition of General and Limited Common Elements.....	15
XIII.	Rights of Eligible Mortgage Holders and Eligible Insurers or Guarantors.....	16
XIV.	Residential Use Restrictions and Limitations.....	18
XV.	Use of General Common Elements Subject to Rules of Association.....	19
XVI.	Horizontal Property Regime to be Used for Lawful Purposes, Restriction Against Nuisances, Etc.....	19
XVII.	Right of Entry into Condominiums in Emergencies.....	19
XVIII.	Right of Entry for Maintenance of General Common Elements.....	19
XIX.	Limitation Upon Right of Co-Owners to Alter and Modify Condominiums.....	20
XX.	Right of the Association to Alter and Improve General and Limited Common Elements and Assessment Therefore.....	20
XXI.	Maintenance and Repair by Co-Owners of Condominiums.....	20
XXII.	Maintenance and Repair of General and Limited Common Elements by the Association.....	21
XXIII.	Personal Liability and Risk of Loss of Co-Owner and Condominium and Separate Insurance Coverage, Etc.....	22
XXIV.	Condemnation.....	22

XXV. Insurance.....	23
XXVI. Apportionment of Tax or Special Assessment if Levied and Assessed Against the Regime as a Whole.....	26
XXVII. Amendment of Master Deed.....	26
XXVIII. Remedies in Event of Default.....	27
XXIX. Use or Acquisition of Interest in the Regime to Render User or Acquirer Subject to Provisions of Master Deed Rules and Regulations, Bylaws and Binding Arbitration.....	28
XXX. Severability.....	28
XXXI. Master Deed Binding Upon Grantor, Its Successor and Assigns, and Subsequent Co-Owners.....	28
XXXII. Definitions.....	29
XXXIII. Alternative Dispute Resolution.....	29

<b>EXHIBIT "A"</b>	<b>LEGAL DESCRIPTION</b>
<b>EXHIBIT "B"</b>	<b>PLAT</b>
<b>EXHIBIT "C"</b>	<b>PLOT PLANS</b>
<b>EXHIBIT "D"</b>	<b>TABLE OF VALUES</b>
<b>EXHIBIT "E"</b>	<b>ARCHITECT'S CERTIFICATE</b>
<b>EXHIBIT "F"</b>	<b>ARTICLES OF INCORPORATION OF THE SPUR AT WILLIAMS BRICE OWNERS ASSOCIATION, INC.</b>
<b>EXHIBIT "G"</b>	<b>BY LAWS OF THE SPUR AT WILLIAMS BRICE OWNERS ASSOCIATION</b>

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT  
TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN  
ARBITRATION ASSOCIATION**

**MASTER DEED  
OF  
THE SPUR AT WILLIAMS BRICE**

**Horizontal Property Regime**

Richland County, Columbia, South Carolina

\*\*\*\*\*

Palmetto State Enterprises, LLC, having its principal office in Clemson, South Carolina, hereinafter referred to as the "Grantor", as the sole owner of the land and improvements hereinafter described, does hereby make, declare, and publish its intention and desire to submit, and does hereby submit, the lands and buildings herein described, together with all other improvements thereon, including all easements, rights, and appurtenances thereto belonging, to a Horizontal Property Regime (to be known as The Spur at Williams Brice 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:

**I. Legal Description**

The lands (the "Real Property") which are hereby submitted to the Regime are described on Exhibit "A" attached hereto and made a part hereof by reference. The Real Property as so described has an area set forth on the plat incorporated into Exhibit "B".

**II. Survey and Description of Improvements**

Incorporated herein by reference, as is set forth in full herein, is the plat, incorporated into Exhibit "B" (Plat), showing the location of the buildings and other improvements and the Real Property and the plot plan showing the location of the buildings and other improvements consisting of an Architectural Site Plan (ground level); First Level Floor Plan, Second Level Floor Plan, Third - Level Floor Plan, Fourth Level Floor Plan, Fifth Level Floor Plan, Penthouse Level Floor Plan, Roof Level Floor Plan, West, East, South & North Elevations of the building on the Real

Property and a set of floor plans (hereinafter "Floor Plans") for each unit of Condominiums on floors 1 - 5, including Penthouse level (hereinafter "Plot Plans") which show graphically the dimensions, area, and location of each Condominium in the building on the Real Property and General Common Elements on the Real Property affording access to each Condominium. Said Plot Plans and Floor Plans are attached hereto as Exhibit "C". The building containing the Condominiums has an aggregate area set forth thereon.

### III. Notice of Restrictions

The Regime is subject to all restrictions, easements, assessments, conditions, and limitations now of record affecting the Real Property and the improvements thereon, including without limitation the following below-listed restrictions and easements. The Spur at Williams Brice Owners Association, Inc., ("Association") as a whole and each Condominium co-owner individually is subject to the terms and conditions of said restrictions and easements, including without limitation assessment and maintenance obligations as specified by the terms and conditions of the respective recorded documents listed below and all other restrictive documents and easements of record at the time this Master Deed is recorded:

A. The By-Laws of The Spur at Williams Brice Owners Association, Inc., dated August 31, 2006 ("The Spur By-Laws"). Each Condominium co-owner in the Regime is a Member of The Spur at Williams Brice Owners Association, Inc. ("Association"), with certain rights and privileges appurtenant thereto.

### IV. Warranty

GRANTOR ASSIGNS TO THE ASSOCIATION ALL ITS RIGHTS UNDER THE CONTRACTOR WARRANTY AS RECEIVED FROM ITS CONTRACTOR, R J GRIFFIN & COMPANY ("CONTRACTOR"), AND MORE FULLY DESCRIBED ON THE CONTRACTOR WARRANTY FORM DATED OCTOBER 31, 2006. THIS WARRANTY IS LIMITED TO THE WORK PERFORMED BY THE CONTRACTOR PURSUANT TO THE PLANS AND DOES NOT APPLY TO ANY PORTION OF THE COMMON ELEMENTS WHICH HAVE NOT BEEN CONSTRUCTED BY THE CONTRACTOR.

GRANTOR'S, CONTRACTOR'S, AND ARCHITECT'S SOLE OBLIGATION, TO THE EXCLUSION OF ALL OTHER REMEDIES, IS LIMITED TO THE REPAIR OR REPLACEMENT, AT GRANTOR'S, CONTRACTOR'S, AND ARCHITECT'S OPTION, OF THE DEFECTIVE CONDITION OF THE WORK PURSUANT TO THE PLANS ("WORK") RELATING SOLELY TO THE GENERAL AND LIMITED COMMON ELEMENTS.

FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF SUBSTANCIAL COMPLETION OF ALL WORK, DATE OF SUBSTANCIAL COMPLETION AFFIXED BY ARCHITECT, GRANTOR OR ITS CONTRACTOR WILL, AT NO COST TO REGIME, REPAIR OR REPLACE ANY PORTION OF THE GENERAL AND LIMITED COMMON ELEMENTS, EXCEPT FIXTURES, FURNITURE, ACCESSORIES, AND APPLIANCES COVERED BY A WARRANTY OF MANUFACTURERS AND DEALERS, WHICH ARE DEFECTIVE AS

TO MATERIAL OR WORKMANSHIP. THE LIABILITY OF THE GRANTOR IS EXPRESSLY LIMITED TO SUCH REPAIRS OR REPLACEMENT AND GRANTOR MAKES NO OTHER WARRANTIES EXPRESSED OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SOUNDNESS, QUALITY, WORKMANLIKE SERVICE, VALUE, SUITABILITY, FITNESS, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE).

THIS LIMITED WARRANTY IS NONTRANSFERABLE AND IS PERSONAL ONLY TO THE ASSOCIATION.

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

Additional Warranty Exclusions:

1. Nail or screw pops or cracks in the walls and ceilings of the General and Limited Common Elements which do not result from faulty workmanship or defective materials but are the result of natural shrinkage and drying of building materials, or of normal settlement of the building, wind loads or other normal movement of the building components. To the extent that the Grantor may elect at its sole discretion to perform repairs for the above conditions, provided that notice of such conditions in writing is received by Grantor, Contractor and Architect during the Warranty period, Grantor, Contractor and Architect will not be liable for repainting, wallpapering or refinishing any repaired areas.
2. Ordinary wear and tear, or damage due to misuse or neglect, negligence, or the Association's failure to provide proper maintenance to the General and Limited Common Elements or the Association's failure to perform maintenance as required by the manufacturer.
3. This Limited Warranty does not cover the individual commercial and residential Units.

4. Any item which has been modified or repaired by the Association, or any items which are installed or constructed pursuant to a separate contract or agreement between the Association and any party other than Grantor.

5. Any and all secondary, incidental or consequential damages caused by any defect or breach hereof

6. No steps taken by Grantor, Contractor and Architect to correct defects shall act to extend the scope of duration of this Limited Warranty beyond the Warranty period.

7. No representative of the Grantor, Contractor, and Architect has the authority to expand or extend the scope of this Limited Warranty or to make verbal agreements with respect thereto.

8. All requests for correction pursuant to this Limited Warranty must be in written form and delivered to the Grantor, Contractor, and Architect, or their designated representatives.

**ARBITRATION AGREEMENT:**

EACH AND EVERY CLAIM AND CAUSE OF ACTION ARISING OUT OF OR RELATED IN ANY WAY TO THE DESIGN, CONSTRUCTION, SALE, MAINTENANCE, HABITABILITY OF, OR CONDITION OF ANY UNIT OR ANY COMMON AREA THAT IS ASSERTED BY (I) ANY PERSON OR ENTITY THAT NOW HAS OR HEREAFTER ACQUIRES ANY INTEREST IN A UNIT, (II) THE GRANTOR OR DEVELOPER, (III) THE UNIT OWNER'S ASSOCIATION (INCLUDING ANY CORPORATION OR OTHER ENTITY FORMED TO SERVE AS UNIT OWNERS' ASSOCIATION), (IV) ANY PERSON OR ENTITY THAT HAS PREVIOUSLY OR HEREAFTER SUPPLIES (DIRECTLY OR INDIRECTLY) LABOR, MATERIALS, DESIGN SERVICES, EQUIPMENT OR OTHER THINGS OF VALUE IN CONNECTION WITH THE CONSTRUCTION OR MAINTENANCE OF ANY UNIT OR THE COMMON AREA, OR (V) ANY HEIR, SUCCESSOR, DELEGATEE OR ASSIGNEE OF ANY SUCH PERSONS OR ENTITIES, SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION BEFORE A PANEL OF THREE ARBITRATORS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AS MODIFIED HEREIN. THE ARBITRATION HEARING SHALL BE CONDUCTED IN RICHLAND COUNTY, SOUTH CAROLINA. ALL CLAIMS AND CAUSES OF ACTION OF ALL PERSONS AND ENTITIES ENTITLED TO ENFORCE (OR BOUND BY) THIS ARBITRATION PROVISION SHALL BE ASSERTED IN A SINGLE ARBITRATION PROCEEDING, AND MULTIPLE PARTIES MAY BE JOINED IN THE ARBITRATION PROCEEDING SO THAT ALL DISPUTES MAY BE RESOLVED IN ONE FORUM. NO CLAIM OR CAUSE OF ACTION MAY BE ASSERTED THAT WOULD BE BARRED BY THE STATUTE OF LIMITATIONS OR THE STATUTE OF RESPONSE.

IN ANY ARBITRATION PROCEEDING, REQUESTS FOR PRODUCTION OF DOCUMENTS MAY BE SERVED BY EACH PARTY, AND NON-PRIVILEGED, RESPONSIVE DOCUMENTS THAT WOULD BE DISCOVERABLE UNDER RULE 34 OF THE FEDERAL RULES OF CIVIL



PROCEDURE (WERE THE CLAIMS AND CAUSES OF ACTION BEING ASSERTED IN  
UNITED STATES DISTRICT COURT) SHALL BE PRODUCED. DEPOSITIONS  
MAY BE TAKEN AS ALLOWED BY THE  
ARBITRATION PANEL, WHICH PANEL SHALL REASONABLY LIMIT THE NUMBER OF  
DEPOSITIONS IN ORDER TO AVOID UNNECESSARY OR EXCESSIVE EXPENSE, DELAY,  
OR HARASSMENT.

THE ARBITRATION PANEL SHALL ISSUE A WRITTEN DECISION IDENTIFYING WITH  
SPECIFICITY EACH CLAIM OR CAUSE OF ACTION ASSERTED OR RESOLVED IN ANY  
ARBITRATION, AND THE LEGAL PRINCIPLES OF RES JUDICATA AND COLLATERAL  
ESTOPPEL SHALL BE APPLICABLE TO ANY ARBITRATION AWARD. ANY ARBITRATION  
AWARD MAY BE CONFIRMED AND ENFORCED IN ANY COURT OF  
JURISDICTION.

THIS ARBITRATION PROVISION IS EXPRESSLY INTENDED TO BENEFIT AND BE  
ENFORCEABLE BY EACH PERSON AND ENTITY REFERENCED IN SUBPARAGRAPHS (1)-  
(V) ABOVE WHETHER OR NOT SUCH PERSON OR ENTITY IS BOUND BY THIS  
ARBITRATION PROVISION. ANY ATTEMPT BY ANY SUCH PERSON OR ENTITY TO  
ENFORCE THIS ARBITRATION PROVISION SHALL CONSTITUTE CONCLUSIVE  
CONSENT TO BE BOUND HEREBY.

THE GRANTOR, DEVELOPER, CONTRACTOR, ARCHITECT, THE ASSOCIATION, AND  
THE INDIVIDUAL UNIT OWNERS EXPRESSLY WAIVE ALL RESORT TO TRIAL BY JURY  
OF ANY AND ALL ISSUES OTHERWISE SO TRIABLE.

#### V. CONDOMINIUM AND GENERAL AND LIMITED COMMON ELEMENTS

The Regime consists of Condominiums and General and Limited Common Elements, as said  
terms are hereinafter defined.

Condominiums, as the term is used herein, shall mean and comprise the sixty nine (69) residential  
Condominiums, including but not limited to the space, interior partitions or interior walls, fixtures  
and appliances therein, excluding, however, all spaces and improvements lying beneath the  
undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the  
undecorated and/or unfinished inner surfaces of the ceilings and floors of each Condominium,  
and further excluding all spaces and improvements lying beneath the undecorated and/or  
unfinished inner surface of all interior load-bearing columns, and further excluding all pipes,  
ducts, wires, conduits and other facilities running through any interior wall or partition for the  
furnishing of utility services to other Condominiums or to the Limited or General Common  
Elements. The general description and number of each Condominium in the building on the Real  
Property, expressing its area, general location, and any other data necessary for its identification,  
also appears in Exhibit "C". The residential Condominiums include entry area, living area, dining  
area, kitchen area, including appliances therein, bathrooms, bedrooms, closets and the HVAC  
System excluding the central air conditioning on the roof. There are eleven (11) Condominiums  
on the first floor (level), eleven (11) Condominiums on the second floor (level), eleven (11)

Condominiums on the third floor (level), eleven (11) Condominiums on the fourth floor (level), eleven (11) Condominiums on the fifth (5) floor (level), and fourteen (14) Condominiums on the Penthouse floor (level). The Condominiums are generally described as follows:

Condominiums:

**First Floor (Level):** A. Units 101, 111. Two (2) Units designated as Unit A, each having 1864 heated square feet, containing three (3) bedrooms, three (3) bathrooms, kitchen, living and dining area, entryway, and storage. Each Unit has a Limited Common Element balcony, said Units being more fully shown on the attached Exhibit "C".

B. Units 102,105, 110. Three (3) Units designated as Unit B, each having 1600 heated square feet, containing three (3) bedrooms, three (3) bathrooms, kitchen, living and dining area, entryway, and storage. Each Unit has a Limited Common Element balcony, said Units being more fully shown on the attached Exhibit "C".

C. Units 103,104,108,109. Four (4) Units designated as Unit C, each having 1410 heated square feet, containing two (2) bedrooms, two (2) bathrooms, kitchen, living and dining area, entryway, and storage. Each Unit has a Limited Common Element balcony, said Units being more fully shown on the attached Exhibit "C".

D. Units 106,107. Two (2) Units designated as Unit D, containing one (1) bedroom, one (1) bathroom, kitchen, living and dining area, and entryway. Each unit has a Limited Common Element balcony, said Units being more fully shown on the attached Exhibit "C".

**Second Floor (Level):** A. Units 201, 211. Two (2) Units designated as Unit A, each having 1864 heated square feet, containing three (3) bedrooms, three (3) bathrooms, kitchen, living and dining area, entryway, and storage. Each Unit has a Limited Common Element balcony, said Units being more fully shown on the attached Exhibit "C".

B. Units 202,205, 210. Three (3) Units designated as Unit B, each having 1600 heated square feet, containing three (3) bedrooms, three (3) bathrooms, kitchen, living and dining area, entryway, and storage. Each Unit has a Limited Common Element balcony, said Units being more fully shown on the attached Exhibit "C".

C. Units 203,204,208,209. Four (4) Units designated as Unit C, each having 1410 heated square feet, containing two (2) bedrooms, two (2) bathrooms, kitchen, living and dining area, entryway, and storage. Each Unit has a Limited Common Element balcony, said Units being more fully shown on the attached Exhibit "C".

D. Units 206,207. Two (2) Units designated as Unit D, each having 800 heated square feet, containing one (1) bedroom, one (1) bathroom, kitchen, living and dining area, and entryway. Each unit has a Limited Common Element balcony, said Units being more fully shown on the attached Exhibit "C".

**Third Floor (Level):** A. Units 301, 311. Two (2) Units designated as Unit A, each having 1864 heated square feet, containing three (3) bedrooms, three (3) bathrooms, kitchen, living and dining area, entryway, and storage. Each Unit has a Limited Common Element balcony, said Units being more fully shown on the attached Exhibit "C".

B. **Units 302,305, 310.** Three (3) Units designated as **Unit B**, each having 1600 heated square feet, containing three (3) bedrooms, three (3) bathrooms, kitchen, living and dining area, entryway, and storage. Each Unit has a Limited Common Element balcony, said Units being more fully shown on the attached Exhibit "C".

C. **Units 303,304,308,309.** Four (4) Units designated as **Unit C**, each having 1410 heated square feet, containing two (2) bedrooms, two (2) bathrooms, kitchen, living and dining area, entryway, and storage. Each Unit has a Limited Common Element balcony, said Units being more fully shown on the attached Exhibit "C".

D. **Units 306,307.** Two (2) Units designated as **Unit D**, each having 800 heated square feet, containing one (1) bedroom, one (1) bathroom, kitchen, living and dining area, and entryway. Each unit has a Limited Common Element balcony, said Units being more fully shown on the attached Exhibit "C".

**Fourth Floor (Level):** A. **Units 401, 411.** Two (2) Units designated as **Unit A**, each having 1864 heated square feet, containing three (3) bedrooms, three (3) bathrooms, kitchen, living and dining area, entryway, and storage. Each Unit has a Limited Common Element balcony, said Units being more fully shown on the attached Exhibit "C".

B. **Units 402,405, 410.** Three (3) Units designated as **Unit B**, each having 1600 heated square feet, containing three (3) bedrooms, three (3) bathrooms, kitchen, living and dining area, entryway, and storage. Each Unit has a Limited Common Element balcony, said Units being more fully shown on the attached Exhibit "C".

C. **Units 403,404,408,409.** Four (4) Units designated as **Unit C**, each having 1410 heated square feet, containing two (2) bedrooms, two (2) bathrooms, kitchen, living and dining area, entryway, and storage. Each Unit has a Limited Common Element balcony, said Units being more fully shown on the attached Exhibit "C".

D. **Units 406,407.** Two (2) Units designated as **Unit D**, each having 800 heated square feet, containing one (1) bedroom, one (1) bathroom, kitchen, living and dining area, and entryway. Each unit has a Limited Common Element balcony, said Units being more fully shown on the attached Exhibit "C".

**Fifth Floor (Level):** A. **Units 501, 511.** Two (2) Units designated as **Unit A**, each having 1864 heated square feet, containing three (3) bedrooms, three (3) bathrooms, kitchen, living and dining area, entryway, and storage. Each Unit has a Limited Common Element balcony, said Units being more fully shown on the attached Exhibit "C".

B. **Units 502,505, 510.** Three (3) Units designated as **Unit B**, each having 1600 heated square feet, containing three (3) bedrooms, three (3) bathrooms, kitchen, living and dining area, entryway, and storage. Each Unit has a Limited Common Element balcony, said Units being more fully shown on the attached Exhibit "C".

C. **Units 503,504,508,509.** Four (4) Units designated as **Unit C**, each having 1410 heated square feet, containing two (2) bedrooms, two (2) bathrooms, kitchen, living and dining area, entryway, and storage. Each Unit has a Limited Common Element balcony, said Units being more fully shown on the attached Exhibit "C".

D. Units 506,507. Two (2) Units designated as Unit D, each having 800 heated square feet, containing one (1) bedroom, one (1) bathroom, kitchen, living and dining area, and entryway. Each unit has a Limited Common Element balcony, said Units being more fully shown on the attached Exhibit "C".

Penthouse Floor (Level): A. Units 601, 614. Two (2) Units designated as Unit B - Penthouse, each having 1600 heated square feet, containing three (3) bedrooms, three (3) bathrooms, kitchen, living and dining area, entryway, and storage. Each Unit has a Limited Common Element balcony, said Units being more fully shown on the attached Exhibit "C".

B. Units 606,607,608,609. Four (4) Units designated as Unit D-Penthouse, each having 800 heated square feet, containing one (1) bedroom, one (1) bathroom, kitchen, living and dining area, and entryway. Each unit has a Limited Common Element balcony, said Units being more fully shown on the attached Exhibit "C".

C. Units 602,603,604,605,610,611,612,613. Eight (8) Units, designated as Unit E, each having 705 heated square feet, containing one (1) bedroom, one (1) bathroom, kitchen, living and dining area, and entryway. Each unit has a Limited Common Element balcony, said Units being more fully shown on the attached Exhibit "C".

**General Common Elements means and includes:**

(1) The land on which the building is constructed, more fully described above, together with all of the other real property described in Exhibit "A";

(2) The foundations, main walls, roofs, utility rooms, property management rooms, halls, corridors, railings in the corridors, lobbies, stairways, elevators, lounge area, and communication ways of the building;

(3) The sprinkler system, yards, patio, shrubs, planter boxes, exterior lights, fire alarms, fire hoses, signs, maintenance equipment, and storm drainage system, except as otherwise provided or stipulated;

(4) The compartments or installations of central services such as power, light, telephone, television, cold and hot water, surveillance cameras and screens, refrigeration, generator, fuel tank and water pump, and the like;

(5) The parking lot, shown and depicted on the attached Site Plan;

(6) In general, all devices or installations existing for common use;

(7) The air conditioning compressors on the roof shall be Limited Common Elements, limited to the use of the Condominium it serves;

(8) All other elements of the property rationally of common use or necessary to its existence, upkeep, and safety; and

(10) The Common Area containing such areas as are shown on said plat and shown on Exhibit "C".

**Limited Common Elements means and includes:**

(1) Any mailboxes, porches, balconies, floor, ceiling, railings and walls, entrance or exit ways, and all exterior doors and windows or other fixtures designed to serve one or more but less than all Condominiums, are Limited Common Elements allocated exclusively to such Condominium or Condominiums.

(2) If any flue, duct, wire, conduit, load bearing wall, load bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Condominium, any portion serving only that Condominium is a Limited Common Element allocated solely to that Condominium. Insofar as possible, the Limited Common Elements are shown graphically and described in detail in words and figures in the plat and plot plans. The air conditioning units on the roof of the building shall be Limited Common Elements, limited to the use of the Condominium the air conditioning compressor serves.

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

A Condominium in the Regime may be individually conveyed and encumbered and may be the subject of ownership, possession, or sale, and of all types of juridical acts, inter vivos or mortis causa, as if it were sole and entirely independent of the other Condominiums in the Regime of which it forms a part, and the corresponding individual titles and interests are recordable. Any Condominium may be held and owned by more than one person as tenants in common or in any other form of real property ownership recognized in this State. A Condominium owner shall have the exclusive ownership of his Condominium and shall have a common right to a share, with the other co-owners, in the Common Elements of the Regime, equivalent to the percentage representing the value of the individual Condominium, with relation to the value of the whole Regime.

This percentage, which is set forth on Exhibit "D" attached hereto and made a part hereof by reference, shall have a permanent character, and shall not be altered without the acquiescence of the co-owners representing all the Condominiums of the Regime. The basic value, which shall be fixed for the sole purpose of this Master Deed and irrespectively of the actual value, shall not prevent each co-owner from fixing a different circumstantial value to his Condominium in all types of acts and contracts.

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

A Condominium may not be divided or subdivided into a smaller Condominium or smaller Condominiums than as described in Exhibit "C" attached hereto, nor shall any Condominium, or portion thereof, be added to or incorporated into any other Condominium. The undivided interest in the General and Limited Common Elements declared to be an appurtenance to each

Condominium shall not be conveyed, devised, encumbered, or otherwise dealt with separately from said Condominium and the undivided interest in General and Limited Common Elements appurtenant to each Condominium shall be deemed conveyed, devised, encumbered, or otherwise included with the Condominium even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering, or otherwise dealing with such Condominium. Any conveyance, mortgage, or other instrument which purports to effect the conveyance, devise, or encumbrance, or which purports to grant any right, interest or lien in, to, or upon an Condominium, shall be null, void, and of no effect insofar as the same purports to effect any interest in an Condominium and its appurtenant undivided interest in General and Limited Common Elements, unless the same purports to convey, devise, encumber, or otherwise trade or deal with the entire Condominium. Any instrument conveying, devising, encumbering or otherwise dealing with any Condominium which describes said Condominium by the Condominium Number assigned thereto in Exhibit "C" without limitation or exception, shall be deemed and construed to affect the entire Condominium and its appurtenant undivided interest in the General and Limited Common Elements. Nothing herein contained shall be construed as limiting or preventing ownership of any Condominium, residential or commercial, and its appurtenant undivided interest in the General and Limited Common Elements by more than one person or entity as tenants in common, joint tenants, or any other form of real property ownership recognized in this State or preventing the leasing of the Commercial Condominium to one or more real estate sales and/or property management companies. All Common Elements shall be owned by the Regime and may not be subject to a lease between the Condominium owners (or the Association) and another party, except that the Association shall have the authority to lease General Common Element space on the rooftop to a third party for purposes of placing and maintaining electronic transmitting equipment and the like for the benefit of the Unit owners.

#### **VIII. Horizontal Property Regime Subject to Restrictions, Etc.**

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

#### **IX. Perpetual Non-Exclusive Easements in General Common Elements**

The General Common Elements shall be, and are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the co-owners of Condominiums in the Horizontal Property Regime for their use and the use of their immediate family, guests, and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same

are reasonably intended, or the enjoyment of said co-owners of Condominiums.

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

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

Notwithstanding anything above provided in this article, the Association shall have the right to establish the rules and regulations pursuant to which the co-owner or co-owners of any Condominium may be entitled to the exclusive use of any parking space or spaces located in the Parking Lot.

With respect to the General Common Element of parking and parking spaces, the Association shall have the full right and authority, in its sole discretion, to assign parking spaces to individual units. Each Condominium shall be assigned a minimum of two (2) parking spaces.

#### **X. Perpetual Exclusive Easement to Use Limited Common Elements**

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

#### **XI. Easement for Unintentional and Non-Negligent Encroachments**

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

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

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

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

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

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

(b) change the pro rata interest or obligations of any Condominium for the purpose of:

(i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or

(ii) determining the pro rata share of ownership of each Condominium in the General and Limited Common Elements;

(c) partition or subdivide any Condominium; or

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

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

### **XIII. Rights of Eligible Mortgage Holders and Eligible Insurers or Guarantors**

1. Notice of Action: Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor and the Condominium number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Regime or any Condominium on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

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

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

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



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

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

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

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

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

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

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

(a) voting rights;

(b) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of the assessment liens;

(c) reductions in reserves for maintenance, repair, and replacement of Common Elements;

(d) responsibility for maintenance and repairs;

67% votes

51%  
to pass

- (e) reallocation of interests in the General or Limited Common Elements, or rights to their use;
- (f) redefinition of any Condominium boundaries;
- (g) convertibility of Condominiums into Common Elements, or vice versa;
- (h) expansion or contraction of the Regime, or the addition, annexation, or withdrawal of property to or from the Regime;
- (i) hazard or fidelity insurance requirements;
- (j) imposition of any restrictions on the leasing of the Condominiums;
- (k) imposition of any restrictions on an Condominium owner's right to sell or transfer his or her Condominium; and
- (l) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

#### XIV. Residential Use Restriction and Limitations

Each Residential Condominium is hereby restricted to residential use by the owner, co-owner or co-owners thereof, their immediate families, guests, tenants, lessees, licensees, and invitees; provided, however, that so long as the Grantor shall retain any interest in the Regime or any Condominium, it may utilize an Condominium or Condominiums of its choice owned or leased by Grantor from time to time, for a sales office, model, or other usage for the purpose of selling or closing the sale of Condominiums in said Regime or outside of the Regime. Grantor may assign this commercial usage right to such other persons or entities as it may choose; provided, however, that when all Condominiums have been sold this right of commercial usage shall immediately cease. No "For Sale" or "For Rent" signs or the like shall be permitted on any General or Limited Common Element or any Condominium so as to be visible from any General or Limited Common Element or public street or area, other than any sign placed upon the sales office or model by Grantor or the Commercial Condominiums. Nothing herein shall prevent the Association from providing portions of the Common Elements to management companies for use as an office, model or other purpose connected with the management of the Regime or to grant licenses and easements over the Common Areas for utilities, roads, electronic transmitting equipment, and other purposes reasonably necessary or usable for the proper maintenance and operation of the Regime. Any lease or rental agreement concerning the use of the Condominium must be in writing and subject to the requirements of the Master Deed and the rules and regulations of the Association and terms adopted by the Board of Directors of the Association.

Each owner or owners of any Unit shall have the right to rent or lease their Unit subject to these restrictions. Each tenancy shall be subject to the Restrictions contained herein, and the tenant(s) shall be provided a copy of the same upon taking possession of the Unit. The rental of any unit to any student currently enrolled in a two (2) or four (4) year college, institute, or university is strictly prohibited. Additionally, any tenant of any Unit shall be prohibited from having any roommate that is enrolled in a two (2) or four (4) year college, institute, or university. Any tenant in violation of this Restriction shall have their lease automatically terminated, and shall have thirty (30) days to vacate the Unit. Any residential lease agreement being used by any owner or owners shall contain notice of this provision. However, any owner or owners may allow their child or grandchild to reside in, or rent, the Unit that they own.

even if that child or grandchild is currently enrolled in a two (2) or (4) year college, institute, or university. Additionally, the child or grandchild of any owner or owners who reside in, or rent out, their parents or grandparents Unit shall be entitled to have one (1) roommate who is also currently enrolled in a two (2) or four (4) year college, institute, or university. Nothing contained herein shall prevent a person or person who is enrolled in a two (2) or four (4) year college, institute, or university, from purchasing a Unit or becoming an owner thereof.

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

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

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

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

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

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

**XVIII. Right of Entry for Maintenance of General Common Elements**

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

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

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

#### **XX. Right of the Association to Alter and Improve General and Limited Common Elements and Assessment Thereof**

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

#### **XXI. Maintenance and Repair by Co-Owners of Condominiums**

Every co-owner must perform promptly all maintenance and repair work within his Condominium which, if omitted, would adversely affect the Regime in its entirety or in a part belonging to other co-owners, and is expressly responsible for the damages and liability which his failure to do so may engender. The co-owner of each Condominium shall be liable and responsible for the maintenance, repair, and replacement, as the case may be, of all air conditioning and heating equipment located within the Condominium, hot water heaters, stoves, refrigerators, garbage disposals, dishwashers, fans, or other appliances or equipment, including any fixtures and/or their connections or receptacles required to provide water, light, power, telephone, television, and sewerage and sanitary service to his Condominium and which may now or hereafter be situated in his Condominium including toilets, lavatories, sinks, tubs, and showers. Such co-owner shall further be responsible and liable for maintenance, repair, and replacement of any and all window glass, glass doors, wall, ceiling and floor surfaces or coverings, painting, decorating and furnishings, and all other accessories which such co-owner may desire to place or maintain in his Condominium. Whenever the maintenance, repair, and replacement of any items for which the co-owner of an Condominium is obligated to maintain, repair, or replace at his own

expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association, or the Insurance Trustee hereinafter designated, shall be used for the purpose of making such maintenance, repair, and replacement. Any cost of maintenance, repair, or replacement, by reason of the applicability of any deductibility provision of such insurance which is not paid by the insurance of the Association, shall be paid by such Co-owner. Reference is made to S.C. Code Ann. '27-31-250 (1976) as amended, which is controlling of insurance proceeds use when said code section is applicable by its terms.

**If a Condominium or any portion thereof is damaged by another co-owner's Condominium, whether due to the other co-owner's failure to maintain their Condominium or not, the Association shall be responsible for repairing the damage and fixing the cause of the problem. If the damage was caused by the other co-owner's failure to properly maintain their Condominium in accordance with the provisions of this Master Deed, the Association shall have the authority to assess a Special Assessment against the negligent co-owner, which shall be a lien on said co-owner's Condominium until paid in full along with all accrued interest, costs, and attorney's fees related to collection in accordance with Article XXVIII of this Master Deed. If the Unit damage was caused by a problem with the Common Elements, the Association shall be responsible for the cost of repair.**

Co-owners are hereby notified of the following Unit temperature control recommendations in order to insure proper humidity levels to protect woodwork, furniture and electronic equipment in the Units: During the summer months, no higher than eighty (80°) degrees; during the winter months, no lower than fifty (50°) degrees. Co-owners are responsible for any damage to their Units or to the contents of their Units if these temperature control recommendations are not adhered to.

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

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

The Association is responsible for insuring that the Regime's management company conduct, or have conducted at the Association's expense, a visual inspection of the exterior Common Elements of the building a minimum of twice a year or as necessary for the purpose of determining needed repairs and maintenance and to insure that the building does not deteriorate and compromise the water tightness of the exterior skins. Said visual inspection shall include, but not be limited to, the following: (1) exterior stucco; (2) sealant around doors, windows and all dissimilar materials; (3) water proof membrane on the balcony concrete slabs; (4) roof, flashing and roof penetrations at mechanical units; and (5) handrail sleeves and anchorage. Further, the

Association is responsible for ensuring that the Regime's management company perform properly any maintenance to the Common Element and Condominium HVAC units located outside of the Condominiums, as required by the manufacturer.

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

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

**XXIV. 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 reallocations. Any remnant of a Condominium remaining after part of a Condominium is taken under this subsection is thereafter a General and Limited Common Element.

B. Part of Condominium Acquired. Except as provided above, if part of a Condominium is acquired by eminent domain, the award must compensate the Condominium owner for the reduction of value of the Condominium and its Common Element interest. Upon acquisition, (1) that Condominium's Limited and General Common Element percentage interest, votes in the

Association, and common expense liability are reduced in proportion to the reduction in size of the Condominium, and (2) the portion of Limited and General Common Element interest, votes, and common expense liability divested from the partially acquired Condominium are automatically reallocated to that Condominium and the remaining Condominiums in the percentages set out in Exhibit "D".

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

#### **XXV. 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 not be responsible for insuring the contents of the Condominium (other than 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 One Thousand Dollars (\$1,000.00) shall be deductible from any indemnity payable on account of a single loss, but any such deductible portion 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, including, but not limited to, injury or property damage caused to third parties, co-owners, the Limited and General Common Elements or the Condominiums or any improvements therein. Such liability insurance shall cover claims of one or more co-owners against one or more co-owners as well as claims of third parties against one or more co-owners. The Association shall not be required however, to obtain public liability insurance covering accidents occurring within the limits of a Condominium or off the Regime Property. If available at a reasonable cost, the Association shall cause premises medical payment coverage to be included within the policy of liability insurance.

C. General Provisions. All insurance obtained on the Condominiums and General and Limited Common Elements by the Association shall be written in the name of the Association as trustee for the Owners, and the cost of such insurance shall be a common expense. All such insurance shall be obtained from a company of companies licensed to do business in the State of South

Carolina and currently rated "A" or better by Best's Insurance Ratings. No such insurance shall be permitted to expire except upon resolution of sixty-seven percent (67 %) of the co-owners to that effect and all mortgagees. Duplicate originals of all policies of hazard insurance obtained on the Property by the Board of Directors, together with proof of payment of the premiums thereon, shall be delivered upon request to any co-owner or to any person holding a security interest in an Condominium.

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

1. The indemnity payable on account of any damage to or destruction of the Condominiums or General and Limited Common Elements shall be payable to the owner and/or to any persons holding security interests in any damaged Condominiums as their interests may appear;
2. The policy shall not be canceled without thirty (30) days prior written notice to the Board of Directors and to every holder of a security interest in any Condominium who is named in the policy or an endorsement thereto;
3. No co-owner shall be prohibited from insuring his own Condominium for his own benefit;
4. No insurance obtained by a co-owner on his own Condominium shall be brought into contribution with the insurance obtained by the Board of Directors;
5. If the Board of Directors determines that it is possible to obtain such a provision, no right to subrogation shall exist against any owner or members of his household or his social guests;
6. If possible, the policy should provide that the insurer shall not be entitled to reconstruct in lieu of paying the indemnity in cash if the owners determine, in the manner provided in the Master Deed, not to repair or restore the damaged property; and
7. The policy shall not be canceled on account of the actions of one or more of the co-owners.

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

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



F. Insurance Proceeds. If the insurance proceeds exceed Five Thousand (\$5,000.00) Dollars, the net proceeds received by the Board of Directors from any indemnity paid under a policy of hazard insurance obtained on the Property by the Board of Directors shall promptly be paid by the Board of Directors to an Insurance Trustee as Trustee for the co-owners as hereinafter provided. The Insurance Trustee shall be a state or federally chartered bank or savings and loan association selected by the Board of Directors and having trust powers and capital and surplus of Five Million Dollars (\$5,000,000.00) or more or a Professional Property Management Company with a like amount of Fidelity insurance coverage. The Insurance Trustee shall hold the insurance proceeds in trust and disburse said proceeds, after deduction of all reasonable fees and expenses of the Insurance Trustee, as follows:

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

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

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

G. Insurance by Owners. Each co-owner shall be responsible for obtaining such amounts of the following types of insurance as he deems necessary or desirable:

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

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

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

In the event that any taxing authority having jurisdiction over the Regime shall levy or assess any tax or special assessment against the Regime as a whole, as opposed to levying and assessing such tax or special assessment against each Condominium and its appurtenant undivided interest in General and Limited Common Elements as now provided by law, then such tax or special assessment so levied shall be paid as a common expense by the Association, and any taxes or special assessments which are to be levied shall be included wherever possible, in the estimated annual budget of Association, or shall be separately levied and collected as an assessment by the Association, against all of the co-owners of Condominiums and said Condominiums if not included in said annual budget. The amount of any tax or special assessment paid or to be paid by the Association in the event that such tax or special assessment is levied against the Regime, as a whole, instead of against each separate Condominium and its appurtenant undivided interest in General and Limited Common Elements shall be apportioned among the co-owners of all Condominiums so that the amount of such tax or special assessment so paid or to be paid by the Association and attributable to and to be paid by the co-owner or co-owners of each Condominium shall be that portion of such total tax or special assessment which bears the same ratio to said total tax or special assessment as the undivided interest in General and Limited Common Elements appurtenant to each Condominium bears to the total undivided interest in General and Limited Common Elements appurtenant to all Condominiums. In the event that any tax or special assessment shall be levied against the Regime in its entirety, without apportionment by the taxing authority of the Regime and appurtenant undivided interests in General and Limited Common Elements, then the assessment by the Association, which shall include the proportionate share of such tax or special assessment attributable to each Condominium and its appurtenant undivided interest in General and Limited Common Elements, shall separately specify and identify the amount of such assessment attributable to such tax or special assessments and the amount of such tax or special assessment so designated shall be a lien prior to all mortgages and encumbrances upon any Condominium and its appurtenant undivided interest in General and Limited Common Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrance, to the same extent as though such tax or special assessment had been separately levied by the taxing authority upon each Condominium and its appurtenant undivided interest in General and Limited Common Elements.

#### **XXVII. Amendment of Master Deed**

Neither this Master Deed nor any of its provisions shall be revoked or amended without the acquiescence of the co-owners owning at least two-thirds of the Condominiums and at least two-thirds of the total interest in the General and Limited Common Elements and the record holders of encumbrances affecting at least two-thirds of the Condominiums and at least two-thirds of the total interest in the General and Limited Common Elements, except that the system of administration as set forth in the Articles of Incorporation and By-Laws may be amended and modified from time to time in accordance with the provisions of the South Carolina Horizontal Property Act and other applicable provisions of the Code of Laws of South Carolina. Any such amendment or revocation shall be executed and subscribed with the same formalities required in South Carolina for the making of deeds, and recorded in the public records of Richland County.

Without limiting the foregoing, the Grantor, its successors or assigns, "acting alone" shall have the power, but not the obligation, at any time (and from time to time), to amend the Master Deed

to correct typographical or scrivener's errors, and to cause the Master Deed to conform to the requirements of the South Carolina Horizontal Property Act, the Federal National Mortgage Association, and/or the Federal Home Loan Mortgage Corporation, as set forth, respectively, in "FNMA Conventional Home Mortgage Selling Contract Supplement" and "Seller's Guide to Conventional Mortgages," as the same may be amended from time to time.

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

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

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

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

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

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

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

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

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

All present or future co-owners, tenants, or any other person who might use the facilities of the Regime in any manner are subject to the provisions of this Master Deed and all documents appurtenant thereto and incorporated herewith. The acquisition or rental of any Condominium, or the mere act of occupancy of any Condominium, shall signify that the provisions of this Master Deed, By-laws, and Rules and Regulations of the Association are accepted and ratified in all respects. Such owner or occupant agrees that any dispute arising out of use, ownership or occupancy of an Condominium or the Common Elements in Regime and any complaint against the Grantor shall be settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Disputes between the Grantor, the Contractor, or the Architect, or any of their successors or assigns, agents, employees or subcontractors and a purchaser of an Condominium regarding the sale, design or construction of The Spur at Williams Brice or the purchased Condominium, the Limited Warranty, the Limitation of Remedies, or the Disclaimer and Exclusion of All Other Warranties, or any provision of any of them shall, at the Grantor's option, be subject to arbitration in the State of South Carolina pursuant to the Commercial Arbitration Rules of the American Arbitration Association as modified herein and in the Limited Warranty.

**XXX. Severability**

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

**XXXI. Master Deed Binding Upon Grantor, Its Successors and Assigns, and Subsequent Co-Owners**

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

## **XXXII. Definitions**

The definitions contained in S.C. Code Ann. § 27-31-10 et seq. (1976), are hereby incorporated herein and made a part hereof by reference. The words, "Condominium", "Unit", "Villa" and "Apartment" shall have the same meaning as the word "Apartment" as defined in S.C. Code Ann. § 27-31-20 (1976).

## **XXXIII. Alternate Dispute Resolution**

### **A. Definitions Applicable to this Article XXXII.**

1. Bound Party. Includes, Grantor, all Co-Owners; the Association and its officers, directors, and committee members, including any corporation or other entity formed to serve as the Association; all personal and entities subject to this Master Deed; any person or entity not otherwise subject to this Master Deed who agrees to submit to this Article; any person or entity that now has or hereafter acquires any interest in a Unit; the Developer of the Regime; any person or entity that has previously or hereafter supplies (directly or indirectly) labor, materials, design services, equipment or other things of value in connection with the construction or maintenance of any Unit of Common Element in the Regime; any heir, successor, delegatee or assignee of any person or entity listed in this paragraph.

2. Claim. Refers to any claim, grievance or dispute arising out of or relating to:

- (i) the interpretation, application, or enforcement of this Master Deed, including all documents attached thereto or incorporated by reference therein;
- (ii) the rights, obligations, and duties of any Bound Party under the Master Deed, including all documents attached thereto or incorporated by reference therein; or
- (iii) the design or construction of improvement within the Regime;

except that the following shall not be considered a Claim unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section B of this Article:

- (i) any suit by the Association to collect assessments or other amounts due from any Owner or Co-Owner of a Unit;
- (ii) any suit between Co-Owners of a Unit, which does not include the Grantor or the Association as a party, if such suit asserts a claim which would constitute a cause of action independent of the Master Deed; and
- (iii) any suit in which any indispensable party is not a bound party.

3. Claimant. A bound party asserting a claim.

4. Respondent. A bound party against whom a claim is made.

### **B. Arbitration**

1. CLAIMANT HEREBY SUBMITS TO IN PERSONAM JURISDICTION OF THE STATE OF SOUTH CAROLINA AND AGREES THAT ITS CLAIM SHALL BE DETERMINED BY AN ARBITRATOR AS PROVIDED HEREIN IN THE STATE OF SOUTH CAROLINA AND HEREBY WAIVES ALL OBJECTIONS TO VENUE. ALL MATTERS ARISING HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH THE LAW AND PRACTICE OF THE STATE OF SOUTH CAROLINA AND CLAIMANT AGREES THAT ANY SERVICE OF PROCESS MAY BE ACCOMPLISHED BY CERTIFIED MAIL RETURN RECEIPT REQUESTED AT THE CLAIMANT'S LAST KNOWN HOME ADDRESS OR ANY OTHER METHOD ALLOWED IN THE STATE OF SOUTH CAROLINA OR CLAIMANT'S HOME STATE.

2. EACH AND EVERY CLAIM AND CAUSE OF ACTION ARISING OUT OF OR RELATED IN ANY WAY TO THE DESIGN, CONSTRUCTION, SALE, MAINTENANCE, HABITABILITY OR, OR CONDITION OF ANY UNIT OR ANY COMMON AREA THAT IS ASSERTED BY CLAIMANT SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION BEFORE A PANEL OF THREE (3) ARBITRATORS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AS MODIFIED HEREIN. THE ARBITRATION HEARING SHALL BE CONDUCTED IN RICHLAND COUNTY, SOUTH CAROLINA. ALL CLAIMS AND CAUSES OF ACTION OF ALL PERSONS AND ENTITIES ENTITLED TO ENFORCE (OR BOUND BY) THIS ARBITRATION PROVISION SHALL BE ASSERTED IN A SINGLE ARBITRATION PROCEEDING, AND MULTIPLE PARTIES MAY BE JOINED IN THE ARBITRATION PROCEEDING SO THAT ALL DISPUTES MAY BE RESOLVED IN ONE FORUM. NO CLAIM OR CAUSE OF ACTION MAY BE ASSERTED THAT WOULD BE BARRED BY THE STATUTE OF LIMITATIONS OR THE STATUTE OF RESPONSE.

3. IN ANY ARBITRATION PROCEEDING, REQUESTS FOR PRODUCTION OF DOCUMENTS MAY BE SERVED BY EACH PARTY, AND NON-PRIVILEGED, RESONSIVE DOCUMENTS THAT WOULD BE DISCOVERABLE UNDER RULE 34 OF THE FEDERAL RULES OF CIVIL PROCEDURE (WERE THE CLAIMS AND CAUSES OF ACTION BEING ASSERTED IN UNITED STATES DISTRICT COURT) SHALL BE PRODUCED. DEPOSITIONS MAY BE TAKEN AS ALLOWED BY THE ARBITRATION PANEL, WHICH PANEL SHALL REASONABLY LIMIT THE NUMBER OF DEPOSITIONS IN ORDER TO AVOID UNNECESSARY OR EXCESSIVE EXPENSE, DELAY, OR HARASSMENT.

4. THE ARBITRATION PROVISION IS EXPRESSLY INTENDED TO BENEFIT AND BE ENFORCEABLE BY EACH BOUND PARTY WHETHER OR NOT SUCH PERSON OR ENTITY IN BOUND BY THIS ARBITRATION PROVISION. ANY ATTEMPT BY ANY SUCH PERSON OR ENTITY TO ENFORCE THIS ARBITRATION PROVISION SHALL CONSTITUTE CONCLUSIVE CONSENT TO BE BOUND HEREBY.

#### C. Association Claims

In addition to compliance with the foregoing arbitration procedures outlines in this Article, the Board shall not be authorized or obligated to, and the Association shall not

initiate any judicial or administrative proceeding unless first approved by a seventy-five (75%) percent affirmative vote of the entire Association membership, except that no such approval shall be required for actions or proceedings:

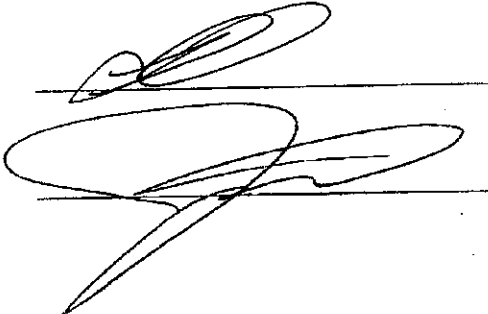
(1) Initiated to enforce the provisions of this Master Deed (excluding the provisions of the Limited Warranty contained herein) including all documents attached thereto or incorporated by reference therein, including, but not limited to, collection of assessments and foreclosure of liens;

(2) initiated to challenge property taxation or condemnation proceedings;

(3) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

IN WITNESS WHEREOF, the Grantor has executed this Master Deed this 19 day of September, 2006.

Signed, sealed and delivered in the presence of:

Two handwritten signatures are written over two horizontal lines. The first signature is a cursive 'L' followed by 'amar'. The second signature is a cursive 'G' followed by 'reese'.

Palmetto State Enterprises, LLC

By: Lamar Greese


Lamar Greese, authorized Member

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within-named Lamar Green, as the authorized Member of the Grantor sign, seal and as his/her/their act and deed, deliver the within-written Master Deed for the uses and purposes therein mentioned, and that s/he, with the other witnesses subscribed above, witnessed the execution thereof.

SWORN to before me this  
19 day of September, 2006

  
Witness

  
(L.S.)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires My Commission Expires  
October 3, 2011



## EXHIBIT A

### Legal Description

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown on plat prepared for Palmetto State Enterprises, LLC, prepared by Collingwood Surveying, Inc., S.C. Registration No. 2318, dated June 16, 2005, and recorded in the Richland County records in Plat Book 1065, at Page 233, and having metes, bounds courses, distances and delineations as follows, to-wit: BEGINNING at the intersection of Berea Road and Bluff Road and commencing at a PK nail at the northernmost point of the mitered corner of Berea Road and running N39°32'52"E for a distance of 163.98 feet to a two inch pipe; thence running N39°24'51"E for a distance of 270.49 feet to a two inch pipe at the corner of Berea Road and property n/f Warehouses, Inc.; thence turning and running S50°33'57"E for a distance of 174.38 feet to a PK nail; thence turning and running S39°06'58"W for a distance of 149.51 feet to a marker; thence continuing S39°26'39"W for a distance of 120.67 feet to a 1-¼ inch pipe and being bounded on the south by property n/f of Warehouses, Inc.; thence continuing and running N56°37'19"W for a distance of 0.71 feet to a marker; thence continuing S39°34'23"W for a distance of 179.00 feet to a ½ inch rebar and being bounded on the south by property n/f of Price; thence turning and running N50°39'21"W for a distance of 154.29 feet along Bluff Road to a PK nail; and thence turning and running N13°38'19"W for a distance of 24.99 feet to the point of BEGINNING.

Derivation: This being the same property conveyed to Palmetto State Enterprises, LLC by deed of ILM Holdings, Inc. dated June 20, 2005 and recorded in the RMC for Richland County in Deed Book 1065 at Page 210.

**EXHIBIT "B"**  
**PLAT**

Plat was recorded in the Office of the Register of Deeds for Richland County on  
November ~~2~~, 2006 in Plat Book 1747 at Page 442

NATIONAL GUARD RD.

BEREA ROAD  
S-40-1496  
50' RIGHT-OF-WAY

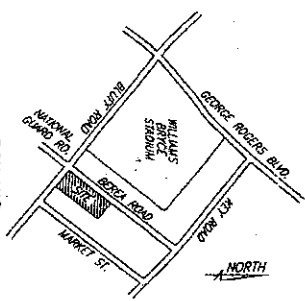
Book 1248-442  
2006/08/24 11:02:00 10.00 00  
Fee \$10.00 County Fee \$0.00 State Fee \$0.00  
PIN 001782  
2006/10/24 10:10:00  
Reference County Road

BLUFF ROAD  
S-40-13  
50' RIGHT-OF-WAY



LOCATION MAP  
SCALE: 1"=1000 +/-

B 301-06



FOUNDATION SURVEY ONLY  
NO OTHER IMPROVEMENTS SHOWN

MARKET CENTER, LLC  
TMS 11206-04-02

THE SPUR  
PLAT PREPARED FOR

**PALMETTO STATE ENTERPRISES, LLC**

SITE LOCATED IN RICHLAND COUNTY, SOUTH CAROLINA

SCALE: 1" = 40'

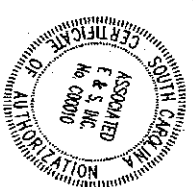


DATE: OCT. 31, 2006

Plat Book 1065 Pg. 233

- REFERENCES:
1. RICHLAND COUNTY TAX MAP SHEET 11206-03-01.
  2. PLAT PREPARED FOR WTB REAL ESTATE, LLC BY ASSOCIATED E. & S. INC. DATED JAN. 28, 2005.
- CERTIFICATION:
- I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN.

**ASSOCIATED E & S, INC.**  
800 VIOLET STREET, WEST COLUMBIA, SOUTH CAROLINA 29169 - PH. 791-2750  
LARRY W. SMITH, S.C., P.L.S. NO. 3724



THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP AND FOUND THAT THE PROPERTY DESCRIBED HEREON IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON COMBINED PANEL NO. 450170 MAP NO. 45079C 0094 H. DATED FEB. 20, 2002.

BOICE R. HAISLER  
TMS 11206-04-05

N / F  
MARKET CENTER, LLC  
TMS 11206-04-01

1.80 ACRES

6 STORY  
BRICK AND STUCCO SIDING  
CONDOMINIUMS (69 UNITS)

FINISHED FLOOR = 197.55

**EXHIBIT "C"**  
**PLOT PLANS**  
**(Consisting of Site Plans, Building Plans, Elevations and Floor Plans of Buildings)**

***Richland County  
Register of Deeds***

1701 Main St  
Columbia, SC 29201  
803-576-1910

# OVERSIZED PLAT

Book 1248-443  
2006100345 11/02/2006 16:18:57:077  
Fee: Exempt County Tax: \$0.00

Plat Oversized  
State Tax: \$0.00



2006100345 John G. Norris

Richland County ROD

1088

***Richland County  
Register of Deeds***

1701 Main St  
Columbia, SC 29201  
803-576-1910

# OVERSIZED PLAT

Book 1248-444  
2006100346 11/02/2006 16:18:57:187  
Fee: Exempt County Tax: \$0.00

Plat Oversized  
State Tax: \$0.00



2006100346 John G. Norris

Richland County ROD

278

***Richland County  
Register of Deeds***

1701 Main St  
Columbia, SC 29201  
803-576-1910

# OVERSIZED PLAT

Book 1248-445

2006100347 11/02/2006 15:18:57.280

Plat Oversized

Fee: Exempt County Tax: \$0.00

State Tax: \$0.00



2006100347 John G. Norris

Richland County ROD

398

***Richland County  
Register of Deeds***

1701 Main St  
Columbia, SC 29201  
803-576-1910

# OVERSIZED PLAT

Book 1248-446  
2006100348 11/02/2008 16:18:57.373  
Fee: Exempt County Tax: \$0.00

Plat Oversized  
State Tax: \$0.00



2006100348 John G. Norris

Richland County ROD

4088



***Richland County  
Register of Deeds***

1701 Main St  
Columbia, SC 29201  
803-576-1910

# OVERSIZED PLAT

Book 1248-447

2006100349 11/02/2006 16:18:57.467

Plat Oversized

Fee: Exempt County Tax: \$0.00

State Tax: \$0.00



2006100349 John G. Norris

Richland County ROD

---

598

***Richland County  
Register of Deeds***

1701 Main St  
Columbia, SC 29201  
803-576-1910

# OVERSIZED PLAT

Book 1248-448

2006100350 11/02/2006 10:18:57:590

Plat Oversized

Fee: Exempt County Tax: \$0.00

State Tax: \$0.00



2006100350 John G. Norris

Richland County ROD

698

***Richland County  
Register of Deeds***

1701 Main St  
Columbia, SC 29201  
803-576-1910

# OVERSIZED PLAT

Book 1248-449

2006100351 11/02/2006 16:18:57:653

Plat Oversized

Fee: Exempt County Tax: \$0.00

State Tax: \$0.00



2006100351 John G. Norris

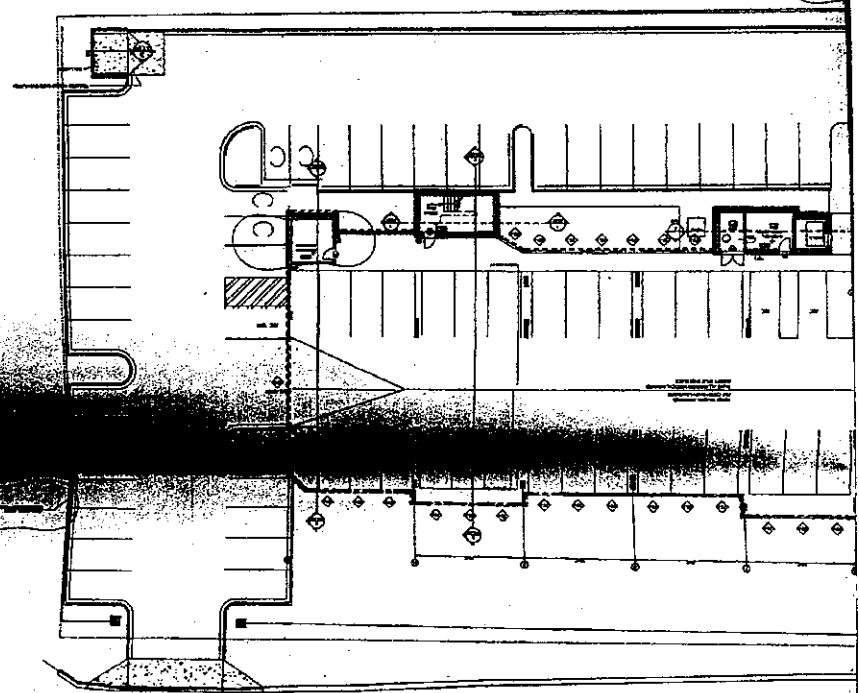
Richland County ROD

---

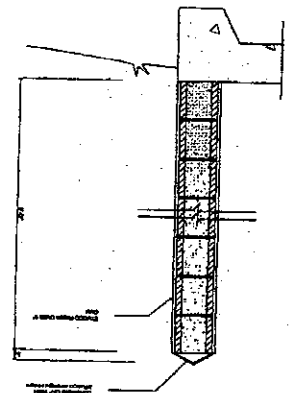
788

PROJECT NUMBER: 0014  
 SHEET: 1 OF 1  
 PROJECT: THE SPUR COLUMBIA, SC  
 SITE PLAN

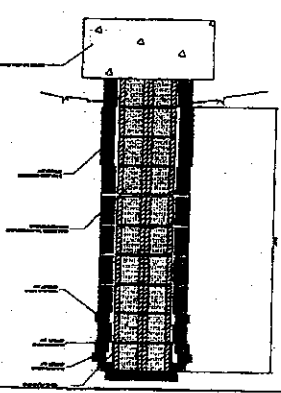
Book 1248-443  
 2007-00045 11/02/08 10:18:07  
 144-00045 County Tax: \$0.00  
 2008-00045 John D. Smith  
 Midland County REC



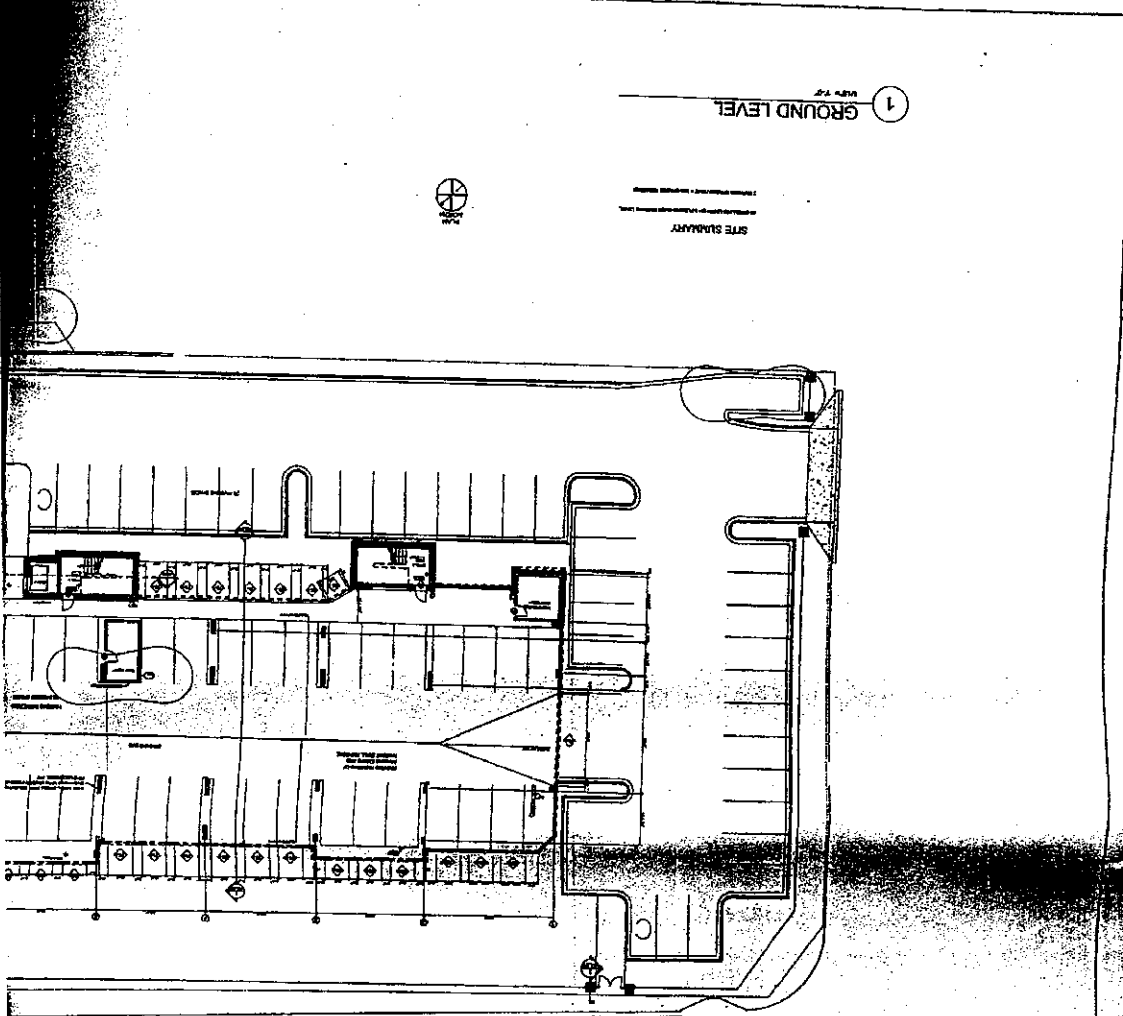
2 DUMPSTER SCREEN

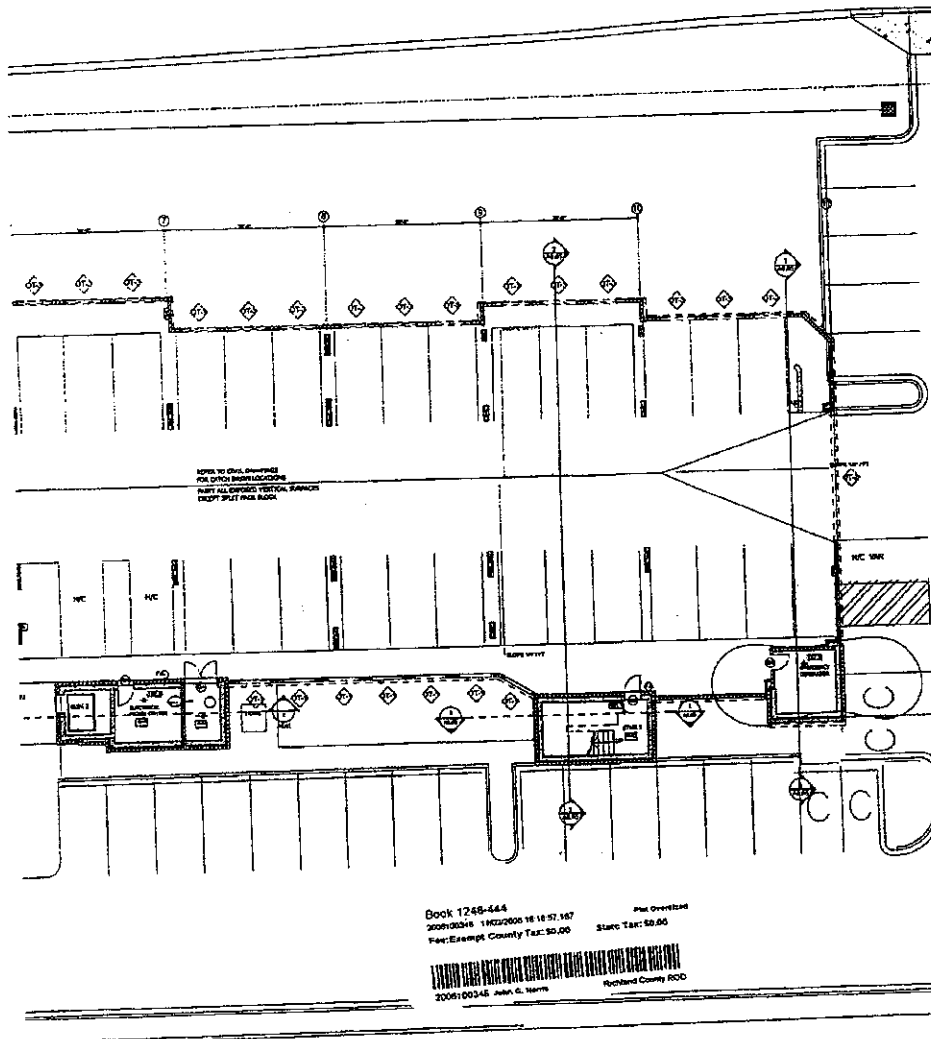


3 FENCE PILASTER DETAIL



DRAWN BY: [blank]  
 CHECKED BY: [blank]  
 DATE: 3-10-08  
 TAINAGE ARCHITECTS, INC.  
 100 EAST MAIN ST.  
 COLUMBIA, SC 29201  
 TEL: 803.799.5446  
 FAX: 803.799.5500





1 GROUND LEVEL  
3/27/07 EIR



TALMAGE  
ARCHITECTS, INC.

103 EAST MAIN ST.  
LEXINGTON, S.C.  
29073  
PH: 803.359.5288  
FX: 803.359.5646

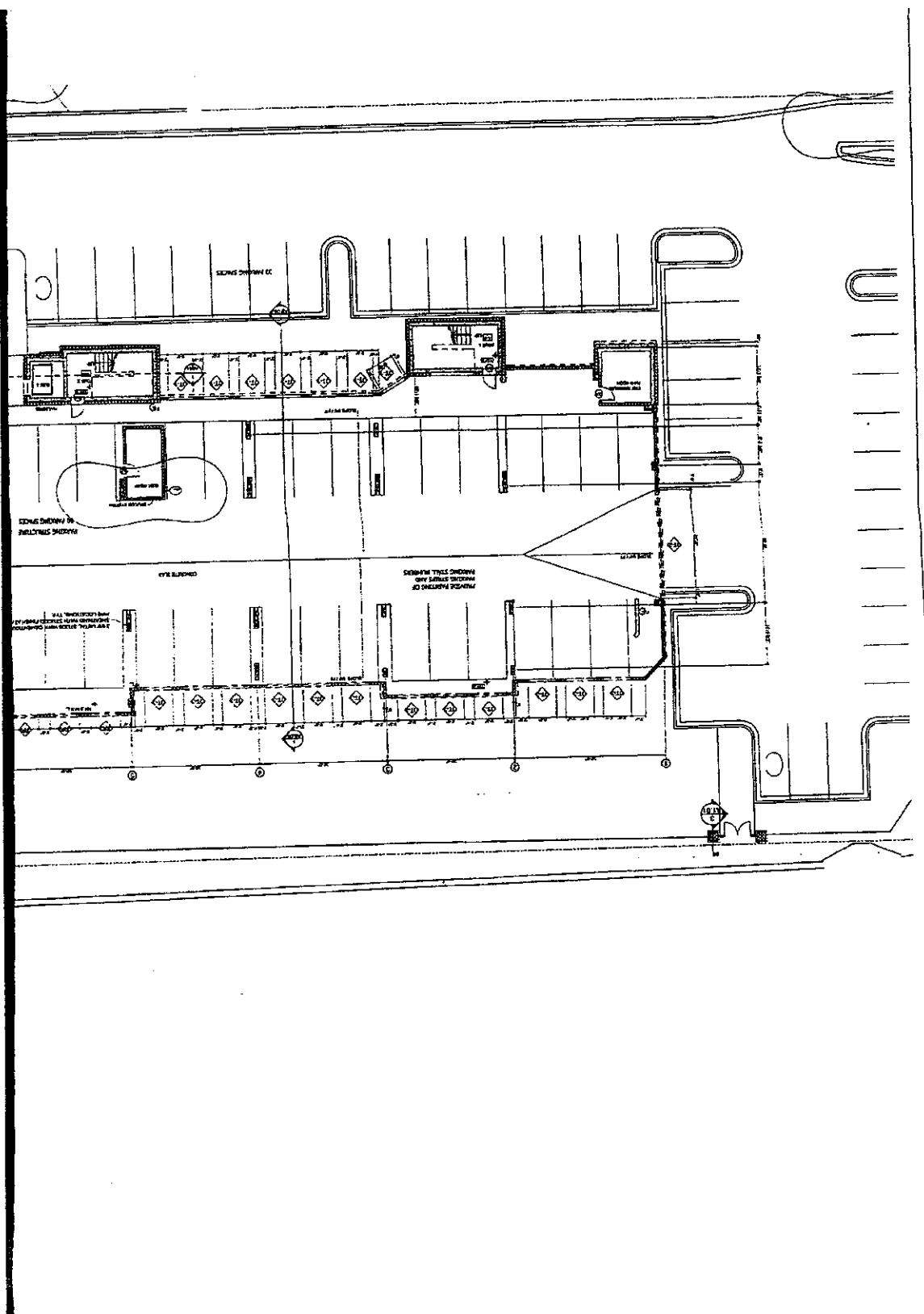
THIS DOCUMENT IS THE PROPERTY OF TALMAGE ARCHITECTS, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF TALMAGE ARCHITECTS, INC.

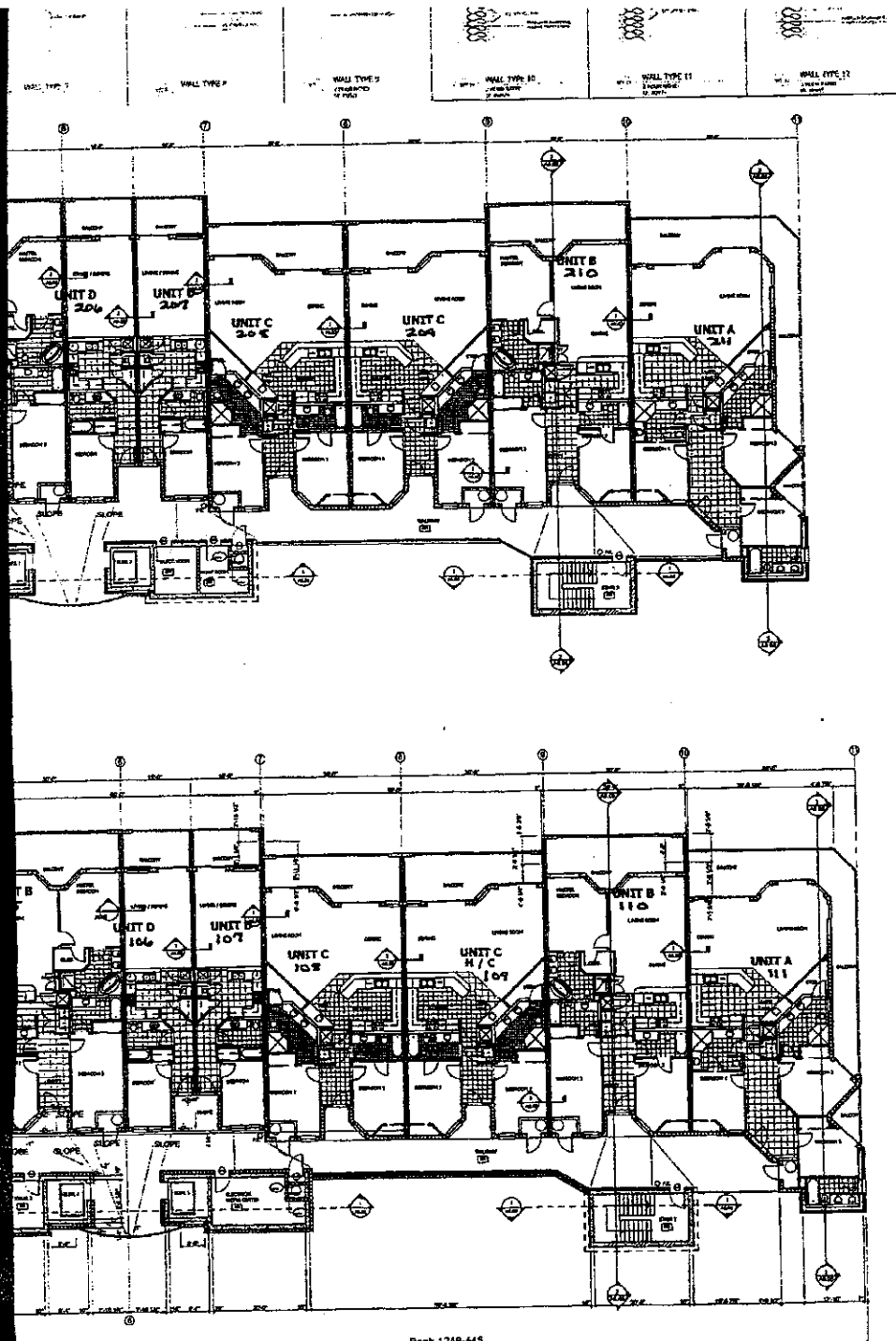
DRAWN BY:	
CHECKED BY:	
ISSUE DATE:	3-15-07
REV:	DATE
REV:	DATE
REV:	DATE
REV:	DATE
REV:	DATE
REV:	DATE

GROUND LEVEL PLAN

THE SPUR  
COLUMBIA, SC

PROJECT NUMBER	0414
SHEET NUMBER	A1.02
	X





**TALMAGE**  
ARCHITECTS, INC.

103 EAST MAIN ST.  
LEXINGTON, S.C.  
29072  
PH: 803.359.5588  
FX: 803.359.5646

FORWARRD BY:	_____
CHECKED BY:	_____
ISSUE DATE:	5-10-05
REV.	DATE
REV.	DATE
REV.	DATE
REV.	DATE
REV.	DATE
REV.	DATE

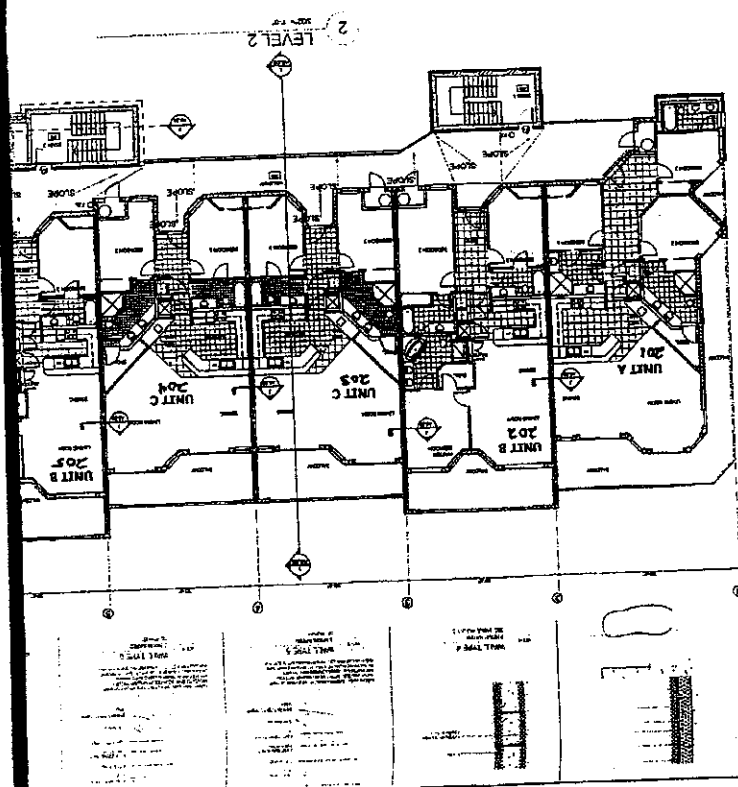
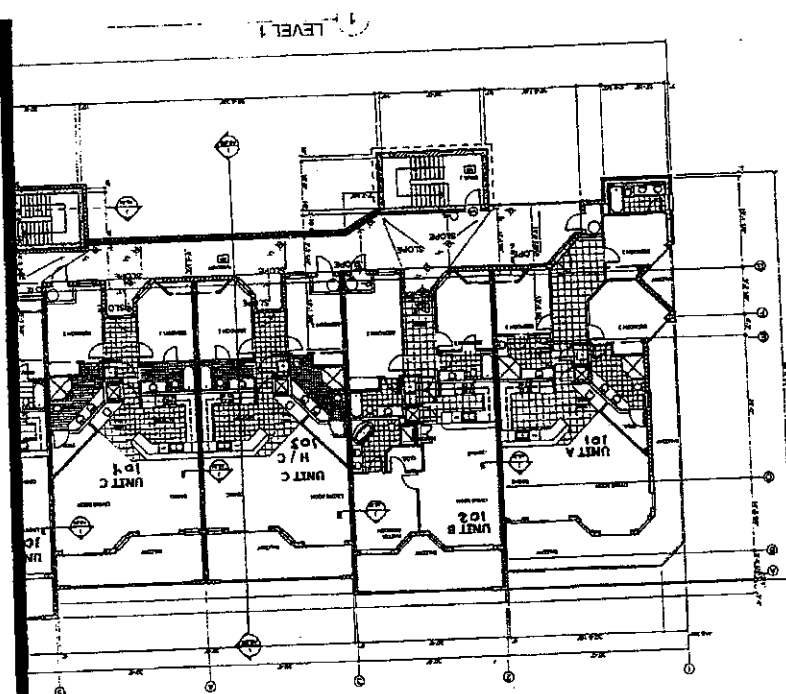
**BUILDING PLANS**  
**THE SPUR**  
COLUMBIA, SC

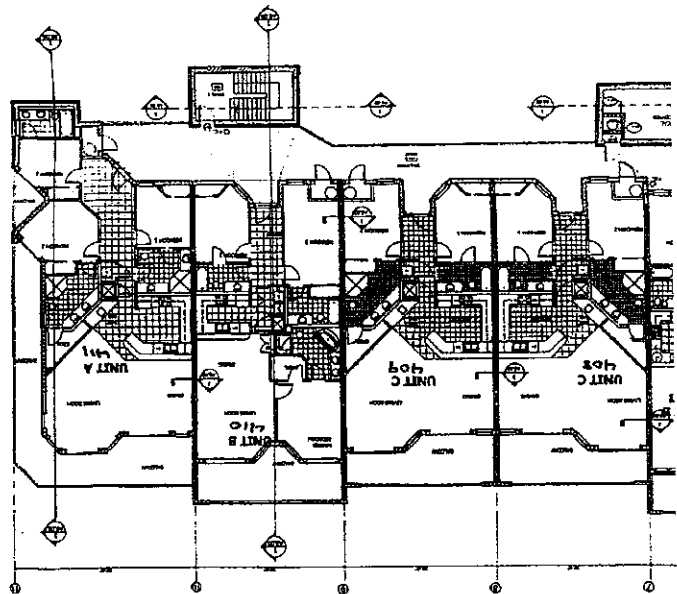
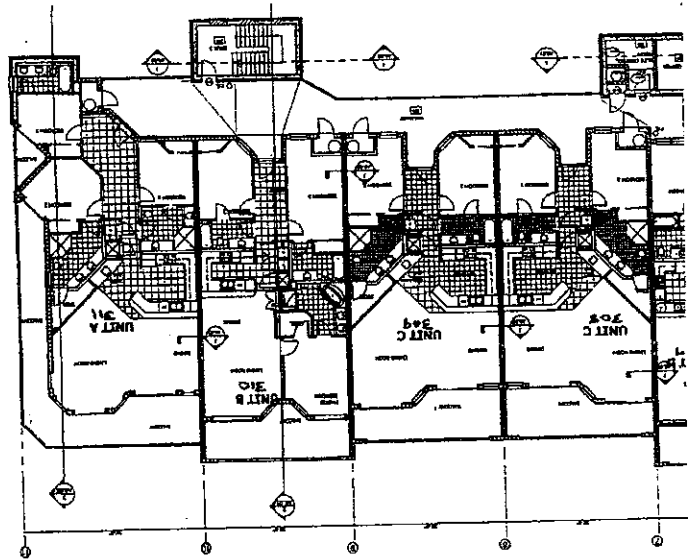
Book 1248-445  
2005100347 11/03/2008 10:15:57 AM  
Fee: Eastport County Tax: \$0.00 State Tax: \$0.00

2005100347 John D. Harris Richard County HCO

PROJECT NUMBER  
0414  
SHEET NUMBER  
A1.03







SHEET <b>BUILDING PLANS</b>	PROJECT NAME	DATE
	PROJECT NUMBER	
PRODUCT <b>THE SPUR COLUMBIA, SC</b>	DRAWING NUMBER	
	SCALE	

Book 1248-446  
JANUARY 1970 TO DECEMBER 1970  
FEBRUARY COUNTY TAX SALES  
SHEAF TAYLOR  
Pete Davidson  
RUSSELL COUNTY CLERK

[illegible]

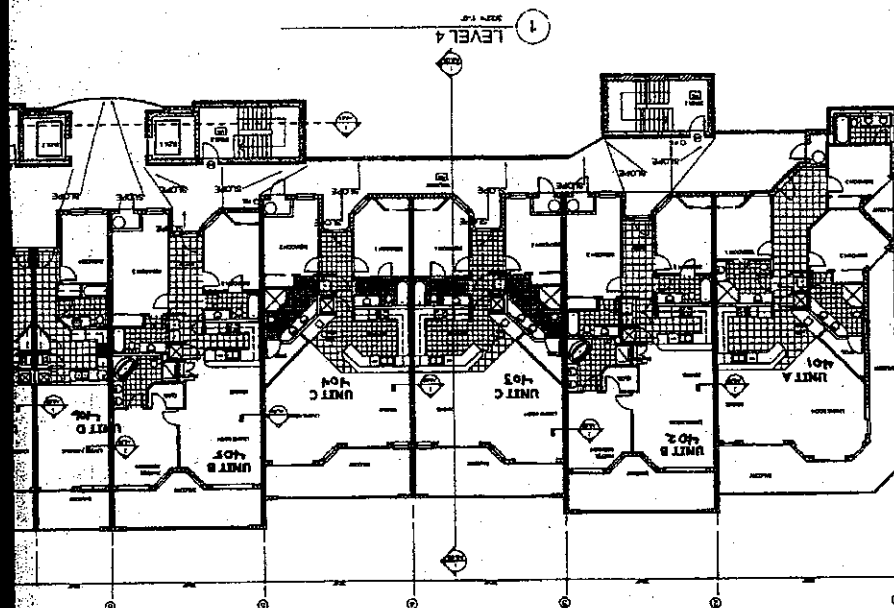
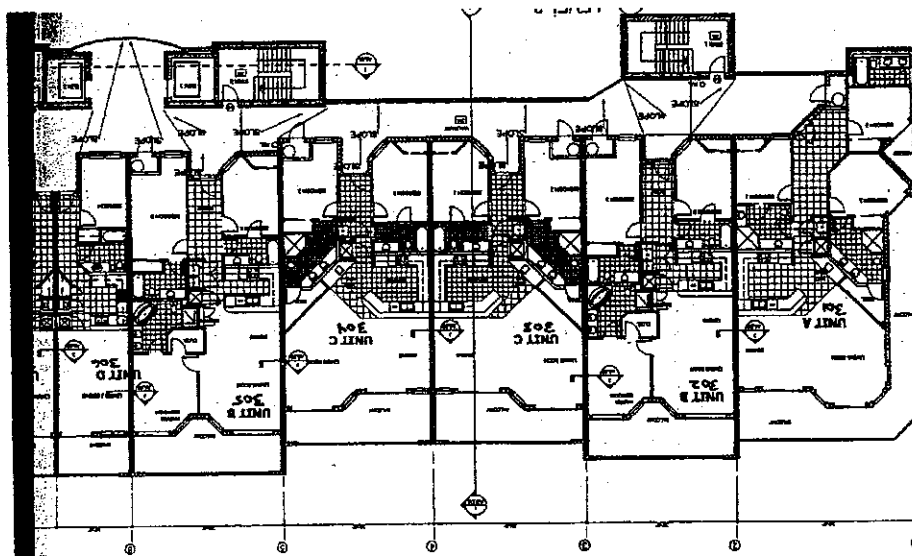
THE UNIVERSITY OF CHICAGO

**TALMAGE**  
ARCHITECTS, INC.  
100 EAST MAIN ST.  
LEXINGTON, S.C.  
29022  
PH: 803.359.5568  
FX: 803.359.5646

**F** *For the first time, a study has shown that the use of a computer program to monitor and control the ventilation of a patient's lungs can significantly reduce the risk of complications and death in patients with severe respiratory failure.*

**A** *The study, conducted by researchers at the University of California, San Francisco, found that the use of a computer program called "Provent" significantly reduced the risk of complications and death in patients with severe respiratory failure.*

**H** *The study, which involved 100 patients, found that the use of Provent significantly reduced the risk of complications and death in patients with severe respiratory failure.*



UNIT	UNIT	UNIT	UNIT	UNIT	UNIT
UNIT 301	UNIT 302	UNIT 303	UNIT 304	UNIT 305	UNIT 306
UNIT 401	UNIT 402	UNIT 403	UNIT 404	UNIT 405	UNIT 406
UNIT 501	UNIT 502	UNIT 503	UNIT 504	UNIT 505	UNIT 506
UNIT 601	UNIT 602	UNIT 603	UNIT 604	UNIT 605	UNIT 606
UNIT 701	UNIT 702	UNIT 703	UNIT 704	UNIT 705	UNIT 706
UNIT 801	UNIT 802	UNIT 803	UNIT 804	UNIT 805	UNIT 806
UNIT 901	UNIT 902	UNIT 903	UNIT 904	UNIT 905	UNIT 906
UNIT 1001	UNIT 1002	UNIT 1003	UNIT 1004	UNIT 1005	UNIT 1006
UNIT 1101	UNIT 1102	UNIT 1103	UNIT 1104	UNIT 1105	UNIT 1106
UNIT 1201	UNIT 1202	UNIT 1203	UNIT 1204	UNIT 1205	UNIT 1206
UNIT 1301	UNIT 1302	UNIT 1303	UNIT 1304	UNIT 1305	UNIT 1306
UNIT 1401	UNIT 1402	UNIT 1403	UNIT 1404	UNIT 1405	UNIT 1406
UNIT 1501	UNIT 1502	UNIT 1503	UNIT 1504	UNIT 1505	UNIT 1506
UNIT 1601	UNIT 1602	UNIT 1603	UNIT 1604	UNIT 1605	UNIT 1606
UNIT 1701	UNIT 1702	UNIT 1703	UNIT 1704	UNIT 1705	UNIT 1706
UNIT 1801	UNIT 1802	UNIT 1803	UNIT 1804	UNIT 1805	UNIT 1806
UNIT 1901	UNIT 1902	UNIT 1903	UNIT 1904	UNIT 1905	UNIT 1906
UNIT 2001	UNIT 2002	UNIT 2003	UNIT 2004	UNIT 2005	UNIT 2006

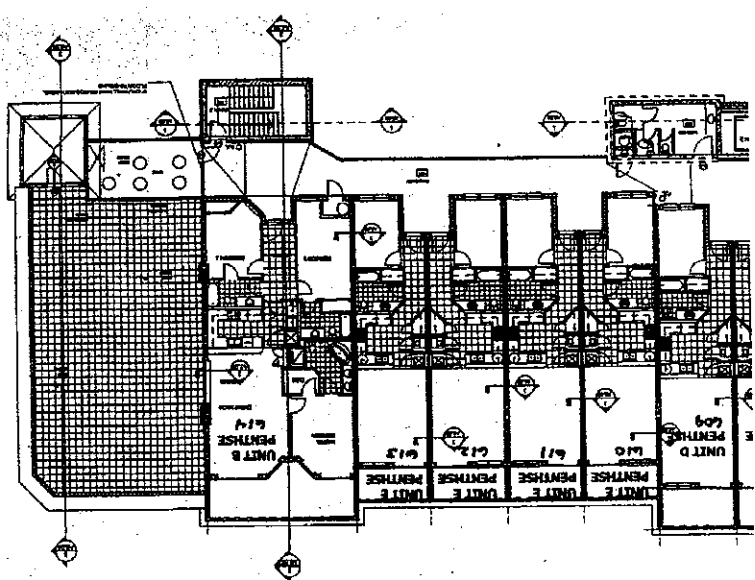
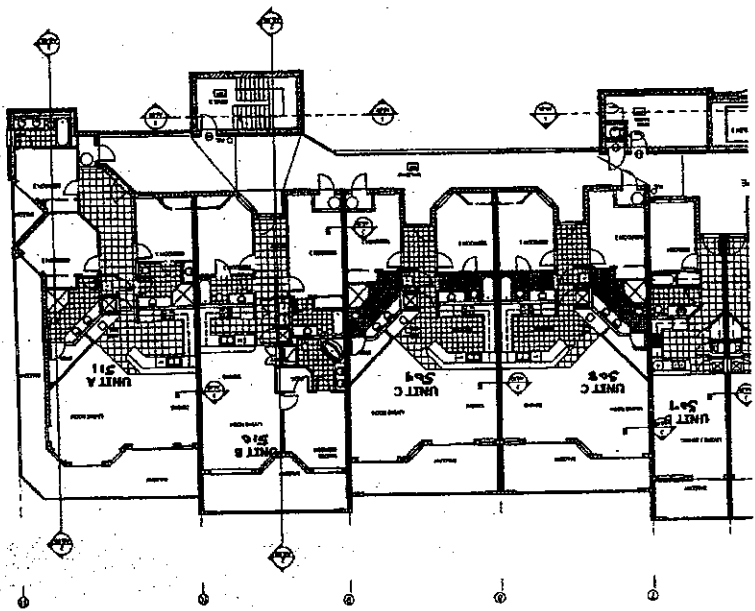


PROJECT: BUILDING PLANS  
 THE SPUR  
 COLUMBIA, SC

DATE: 10/10/01  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 SCALE: 1/8" = 1'-0"

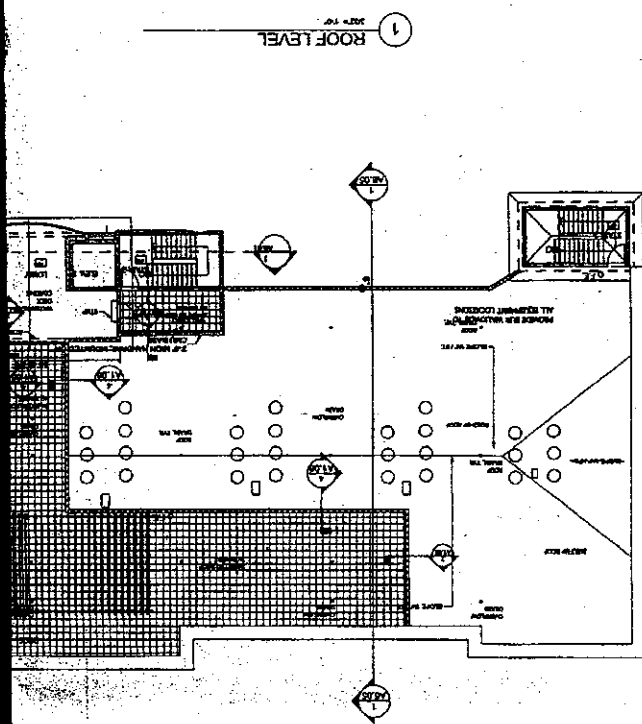
200 EAST MAIN ST.  
 COLUMBIA, SC 29202  
 TEL: 803.399.5544  
 FAX: 803.399.5544

TALMAGE  
 ARCHITECTS, P.C.

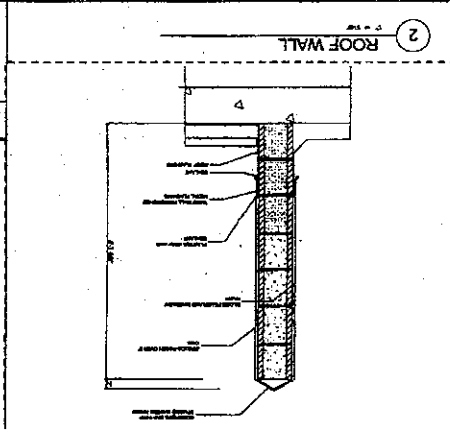
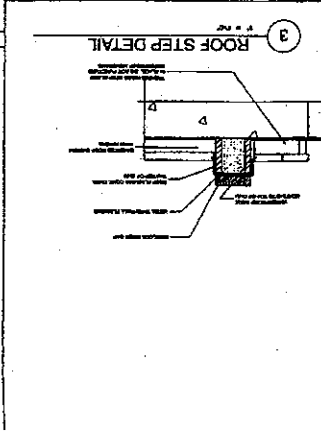
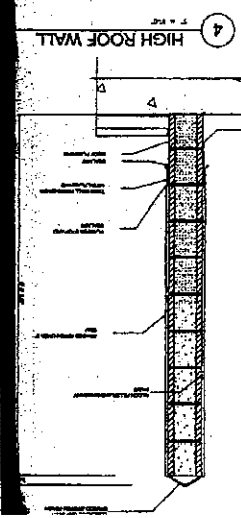


<p>WALL TYPE 12</p>	<p>WALL TYPE 13</p>	<p>WALL TYPE 14</p>	<p>WALL TYPE 15</p>	<p>WALL TYPE 16</p>	<p>WALL TYPE 17</p>
---------------------	---------------------	---------------------	---------------------	---------------------	---------------------

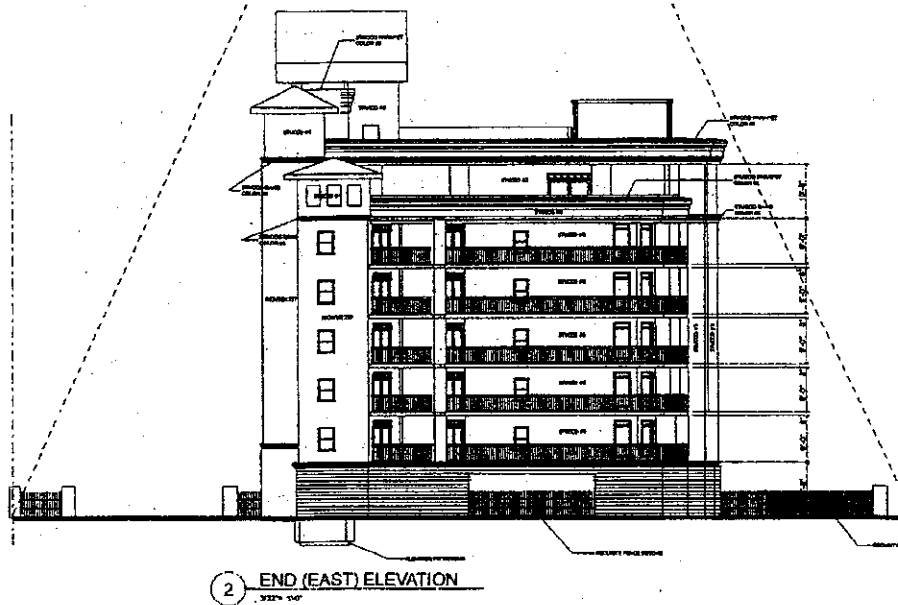
1 JUL 1963



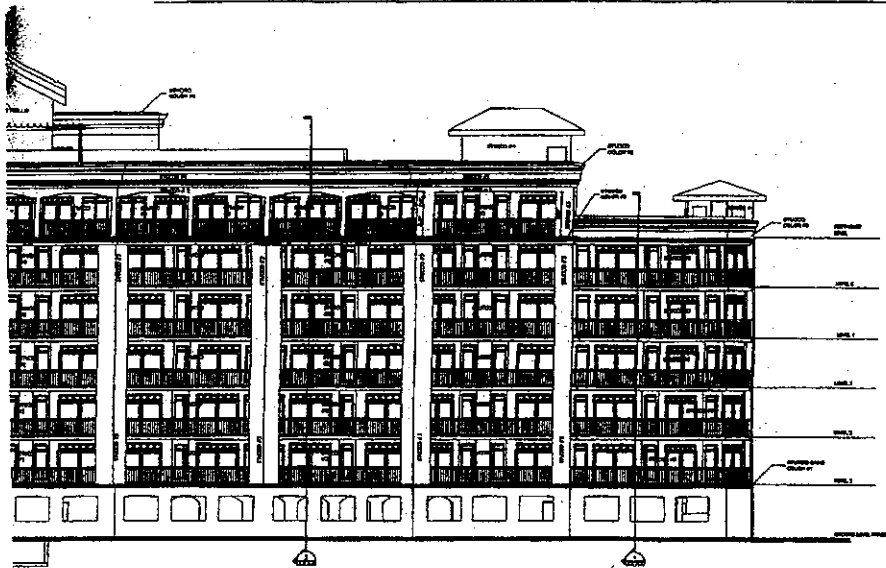
Book 1248-448  
 200800300 11020029 141657500  
 Fee: Exempt County Tax: \$0.00  
 State Tax: \$0.00  
 2008100180 John G. Roney  
 Richmond County RCD



1 FRONT (SOUTH) ELEVATION







1 REAR (NORTH) ELEVATION  
20'0" x 10'



TALMAGE  
ARCHITECTS, INC.

303 EAST MAIN ST.  
LEXINGTON, S.C.  
29072  
PH: 803.399.5588  
FX: 803.399.5646

Professional Seal  
Architect  
State of South Carolina  
No. 12345  
Exp. 12/31/2010

DESIGNED BY: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
ISSUE DATE: 3-20-05  
REV. \_\_\_\_\_  
REV. \_\_\_\_\_  
REV. \_\_\_\_\_  
REV. \_\_\_\_\_  
REV. \_\_\_\_\_  
REV. \_\_\_\_\_

\_\_\_\_\_

EXTERIOR ELEVATIONS  
THE SPUR  
COLUMBIA, SC

PROJECT NUMBER  
DATE

DATE



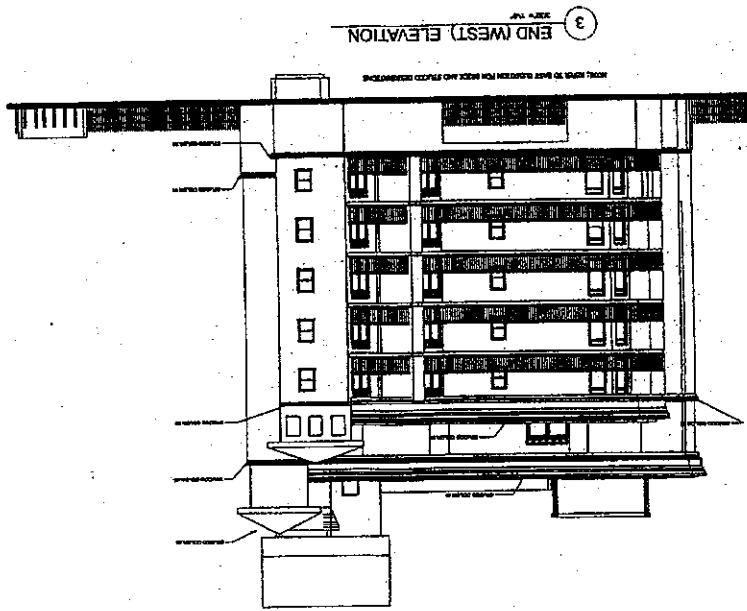
SHEET  
 PROJECT NUMBER  
 DATE  
 PROJECT  
 THE SPUR  
 COLUMBIA, SC  
 EXTERIOR ELEVATIONS



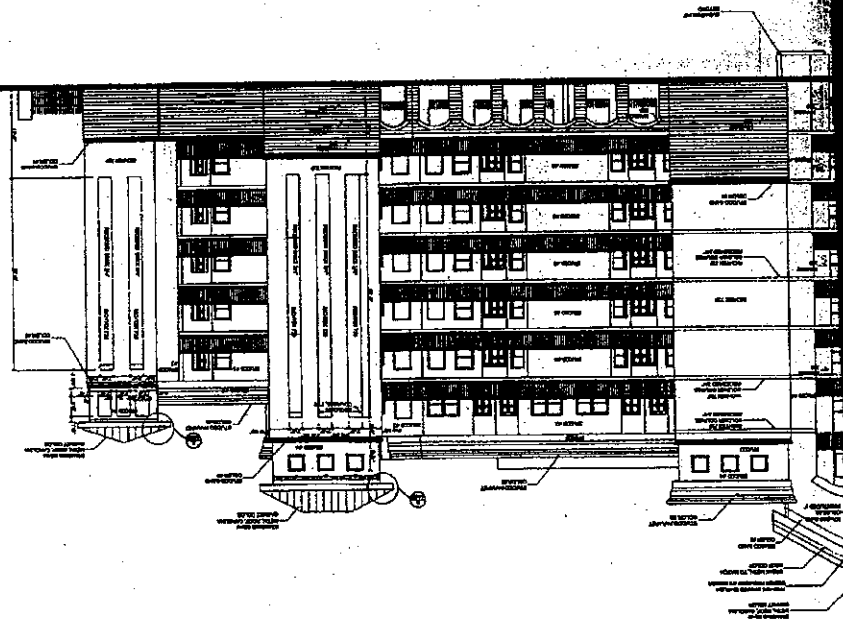
NO.	DATE	BY	REVISION
1	10/20/00	...	...
2	...	...	...
3	...	...	...
4	...	...	...
5	...	...	...
6	...	...	...
7	...	...	...
8	...	...	...
9	...	...	...
10	...	...	...

DRAWING BY  
 CHECKED BY  
 ISSUE DATE  
 10/20/00

TALLAGE  
 ARCHITECTS, INC.  
 100 EAST MAIN ST.  
 LEONINGTON, S.C.  
 29072  
 PH: 803.359.3500  
 FX: 803.359.5040



3  
 END (WEST) ELEVATION



***Richland County  
Register of Deeds***

1701 Main St  
Columbia, SC 29201  
803-576-1910

# OVERSIZED PLAT

Book 1248-450

2006100352 11/02/2006 16:18:57:750

Plat Oversized

Fee: Exempt County Tax: \$0.00

State Tax: \$0.00



2006100352 John G. Norris

Richland County ROD

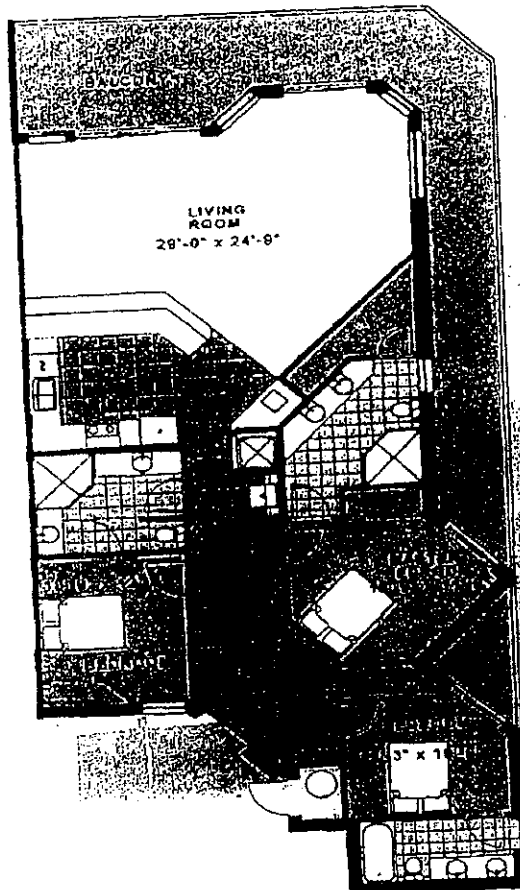
878

# The Spur

At Williams-Brice

## UNIT TYPE A

Unit Nos: 101, 111, 201, 211  
301, 311, 401, 411, 501, 511



## Features

- 1864 heated square feet
- 559 square feet balcony area
- 9' high ceilings
- Ceramic tile entrance hall and kitchen floor
- Wet bar
- G. E. Appliances
- Expansive view of Williams-Brice Stadium

**TYPICAL THREE BEDROOM END UNIT PLAN**  
1864 sq. ft.

# The Spur

## At Williams-Brice

### UNIT TYPE B

Unit Nos: 102, 105, 110  
202, 205, 210, 302, 305  
310, 402, 405, 410  
502, 505, 510

### Features

1600 heated square feet

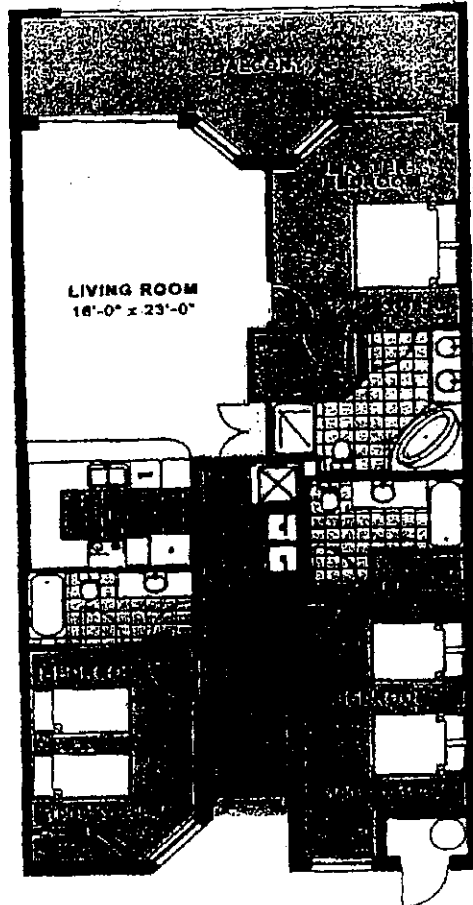
255 square feet balcony  
area

9' high ceilings

Ceramic tile entrance  
hall and kitchen floor

G.E. Appliances

Expansive view of  
Williams-Brice Stadium



LIVING ROOM  
16'-0" x 23'-0"

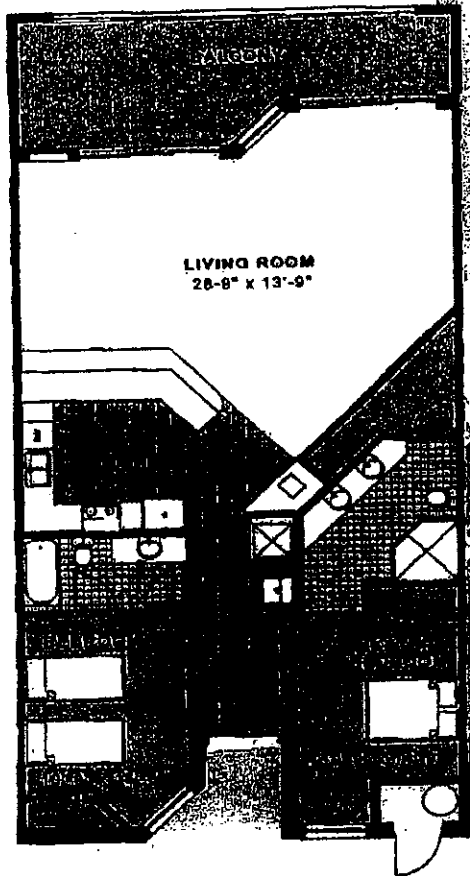
**TYPICAL THREE BEDROOM UNIT PLAN**  
1600 sq. ft.

# The Spur

## At Williams-Brice

### UNIT TYPE C

Unit Nos: 103, 104, 108, 109  
203, 204, 208, 209, 303, 304  
308, 309, 403, 404, 408, 409  
503, 504, 508, 509



### Features

1410 heated square feet

246 square feet balcony area

9' high ceilings

Ceramic tile entrance hall and kitchen floor

Wet bar

C.E. fireplace

Unobstructed view of Williams-Brice Stadium

**TYPICAL TWO BEDROOM UNIT PLAN**  
1410 sq. ft.

# The Spur

At Williams-Brice

## UNIT TYPE D

Unit Nos: 106, 107, 206  
207, 306, 307, 406, 407  
506, 507, 606, 607, 608  
609

## Features

800 heated square feet

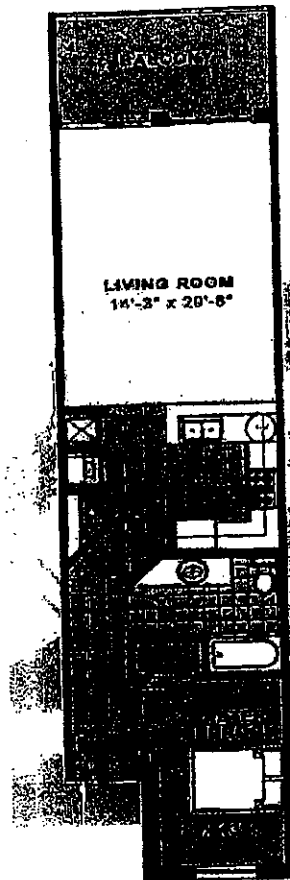
113 square feet balcony  
area

9' high ceilings

Ceramic tile entrance  
hall and kitchen floor

G.E. Appliances

Exquisite view of  
Williams-Brice Stadium



**TYPICAL ONE BEDROOM UNIT PLAN**  
800 sq. ft.



# The Spur

At Williams-Brice

UNIT TYPE E

Unit Nos: 602, 603, 604  
605, 610, 611, 612, 613



## Features

705 heated square feet

95 square feet balcony  
area

10' high ceilings

Ceramic tile entrance,  
hall and kitchen floor

Full Appliances

Expansive view of  
Williams-Brice Stadium

**TYPICAL ONE BEDROOM UNIT PLAN**

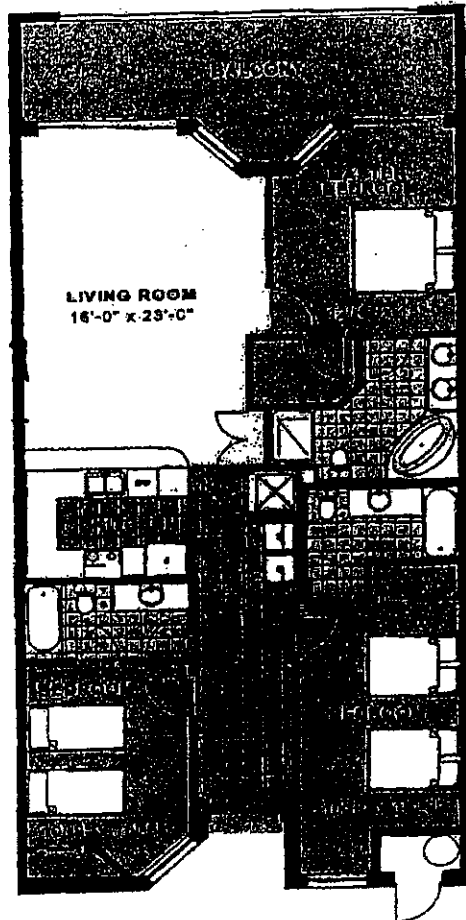
705 sq. ft.

# The Spur

## At Williams-Brice

UNIT TYPE B-PENTHOUSE

Unit Nos: 601, 614



### Features

1600 heated square feet

2061 square feet balcony area

10' high ceilings

Ceramic tile entrance hall and kitchen floor

G.E. Appliances

Open view of Williams-Brice Stadium

**TYPICAL THREE BEDROOM UNIT PLAN**  
1600 sq. ft.

# EXHIBIT D

## Allocation of ownership interest in General and Limited Common Elements

Type of Unit	Quantity	Ownership interest per Unit	Aggregate
A	10	%0.021696	%0.217
Unit Numbers: 101,111,201,211,301,311,401,411,501,511			
B	15	%0.016610	%0.249
Unit Numbers: 102,105,110,202,205,210,302,305,310,402,405,410,502,505,510			
C	20	%0.014828	%0.297
Units Numbers: 103,104,108,109, 203,204,208,209,303,304,308,309,403,404,408,409, 503,504,508,509			
D	14	%0.008175	%0.114
Unit Numbers: 106,107,206,207,306,307,406,407,506,507,606,607,608,609			
E	8	%0.007163	%0.057
Unit Numbers: 602,603,604,605,610,611,612,613			
B-Penthouse	2	%0.032781	%0.066
Unit Numbers: 601,614			
TOTAL:			1.00

**EXHIBIT "E"**  
**ARCHITECT'S CERTIFICATE**

Pursuant to S.C. Code Ann. §27-31-110 (1976), I certify that the Regime Plans described in the attached Exhibit "C" and the written description of sixty-nine (69) residential units in The Spur at Williams Brice Horizontal Property Regime (situate upon real estate described in the attached Exhibit "A"), fully depict the layout, dimensions, location, area and number identification of the units and the General and Limited Common Elements of the Regime.

Talmage Architects, Inc.

By: Theodore M. Talmage  
Print: Theodore M. Talmage, Architect  
S.C. Architect License No. 2135

Lexington, South Carolina  
November 1, 2006

**EXHIBIT "F"**  
**ARTICLES OF INCORPORATION**

**The Spur at Williams Brice Owners Association, Inc.**

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE  
NONPROFIT CORPORATION  
ARTICLES OF INCORPORATION

COR

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to Section 33-31-202 of the South Carolina Code of Laws, as amended, the undersigned corporation submits the following information:

1. The name of the nonprofit corporation is The Spur at Williams Brice Owners Association, Inc.
2. The initial registered office of the nonprofit corporation is 144 Riverpoint Drive  
Clemson Pickens South Carolina 29631  
City County State Zip Code

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

Lamar Green

Print Name

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

Lamar Green  
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.

060920-0131

FILED: 09/20/2006  
SPUR AT WILLIAMS BRICE OWNERS ASSOCIATION, INC. T  
Filing Fee: \$25.00 ORIG

Mark Hammond

South Carolina Secretary of State

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

144 Riverpoint Drive Clemson Pickens South Carolina 29631  
Street Address City County State Zip Code

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

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

The Spur at Williams Brice Owners Association, Inc.  
Name of Corporation

exclusively for such purposes.

- b. ☐ Upon dissolution of the corporation, consistent with the law, the remaining assets of the corporation shall be distributed to

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

- a. ☒ 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 33-31-202(c) of the 1976 South Carolina Code of Laws, as amended, the applicable comments thereto, and the instructions to this form)

See Attached Exhibit A

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

Palmetto State Enterprises, LLC, 144 Riverpointe Drive, Clemson, SC 29631		
Name	Address	Zip Code
Name	Address	Zip Code
Name	Address	Zip Code

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

Name (Only if named in articles)	Signature of director
Name (Only if named in articles)	Signature of director
Name (Only if named in articles)	Signature of director

11. Each incorporator must sign the articles.

<i>Lamar Greene, Member, Palmetto</i>
Signature of incorporator
<i>State Enterprises, LLC</i>
Signature of incorporator
Signature of incorporator

The Spur at Williams Brice Owners Association, Inc.

Name of Corporation

**FILING INSTRUCTIONS**

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
2. If space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk, which will allow for expansion of space on the form.
3. This form must be accompanied by the filing fee of \$25.00 payable to the "Secretary of State."  
  
Return to: Secretary of State  
P.O. Box 11350  
Columbia, SC 29211
4. If this organization is a Political Association it must also be accompanied by the First Annual Report of Corporations and an additional \$25.00 fee is required.

**NOTE**

THE FILING OF THIS DOCUMENT DOES NOT, IN AND OF ITSELF, PROVIDE AN EXCLUSIVE RIGHT TO USE THIS CORPORATE NAME ON OR IN CONNECTION WITH ANY PRODUCT OR SERVICE. USE OF A NAME AS A TRADEMARK OR SERVICE MARK WILL REQUIRE FURTHER CLEARANCE AND REGISTRATION AND BE AFFECTED BY PRIOR USE OF THE MARK. FOR MORE INFORMATION, CONTACT THE TRADEMARKS DIVISION OF THE SECRETARY OF STATE'S OFFICE AT (803) 734-1728.



EXHIBIT A  
Additional Provisions to the Articles of Incorporation for The Spur at Williams Brice  
Owners Association, Inc.

**ARTICLE I – POWERS OF THE ASSOCIATION**

The powers of the Association shall include the following provisions:

- A. The Association shall have all of the common law and statutory powers of a nonprofit corporation which are not in conflict with the laws of South Carolina or the terms of this Charter.
- B. The Association shall have all of the powers and duties prescribed for the "Council of Co-Owners" as set forth in the Act, and all such other powers and duties reasonably necessary to operate the Regime pursuant to the Master Deed, including, but not limited to the following:
  - (i) To make and collect assessments against members as co-owners to defray the costs, expenses and losses of the Regime.
  - (ii) To use the proceeds of assessments in the exercise of its powers and duties.
  - (iii) To maintain, repair, replace, improve and operate the property of the Regime.
  - (iv) To purchase insurance upon the Regime property including all condominiums and common elements, and insurance for the protections of the Association and the owners and co-owners thereof.
  - (v) To reconstruct improvements after casualty.
  - (vi) To make and amend reasonable regulations respecting the use of the Regime property.
  - (vii) To enforce by legal means the provisions of the Act, the Master Deed and the regulations promulgated thereunder for the use of the Regime property, including, but not limited to, issuing fines for violation of the same.
  - (viii) To contract for the management of the Regime and to delegate to such manager all powers and duties of the Association except such as are specifically required by the Master Deed to have approval of the Board of Directors of the Association or of the owners or co-owners.

- (ix) To employ personnel to perform the services required for proper operation of the Regime and to terminate such employment.
- (x) To foreclose any lien for unpaid assessments in like manner as any mortgage of real property, as provided in the Master Deed of the Regime and the By-Laws of this Association.
- C. All funds and the title to all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Act and the Master Deed.
- D. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Act and the Master Deed.
- E. The Association will not take steps which will serve to facilitate the transaction of specific business by its members or promote the private interest of any member, or engage in any activity which would constitute a regular business of a kind ordinarily carried on for profit, and no part of the net earnings of the Association shall inure to the benefit of any private individual. In the event of the liquidation or dissolution of the Association, whether voluntary or involuntary, no member shall be entitled to any distribution or division of its remaining property or its proceeds, and the balance of all money and other property received by the corporation from any source, after the payment of all debts and obligations of the Association, shall be used of distributed exclusively for such purpose as those set forth in the Code of Laws of South Carolina for nonprofit corporations.

## ARTICLE II - MEMBERS

The qualification of members, the manner of their admission and voting by members shall be as follows:

- A. The owner or co-owner of each of the condominiums shall be a member of the Association, and no other persons or entities shall be entitled to membership. The Association shall have only so many memberships as there are condominiums in the Regime, with each member having a vote equal to the percentage of his right to share in the common elements of the Regime set forth in Exhibit "D" to the Master Deed and in accordance with the Act. Voting rights will be exercised in the manner provided by the By-Laws of the Association.
- B. Change of membership in the Association shall be established by the recording in the Office of the Register of Deeds for Richland County, South Carolina, a deed or other instruments establishing a change of

record title to a Condominium in the Regime and the delivery to the Association of a certified copy of such instrument, the new owner or co-owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner or co-owner shall be thereby terminated.

### ARTICLE III - INDEMNIFICATION

Every director, officer, employee or agent of the Association shall be indemnified by the Association to the fullest extent permitted by law, for nonprofit Corporations, against (a) reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether or not brought by or on behalf of the Association, seeking to hold him liable by reason of the fact that he is or was acting in such capacity, and (b) reasonable payments made by him in satisfaction of any judgment, money decree, fine, penalty, or settlement for which he may have become liable in any such action, suit, or proceeding; and whether or not he continues to be such director, officer, or agent at the time of incurring or imposition of such costs, expenses and liabilities.

The Board of Directors of the Association shall take all such action as may be necessary and appropriate to authorize the Association to pay the indemnification required by this Charter including, without limitation, to the extent needed, making a good faith evaluation of the manner in which the claimant for indemnity acted and of the reasonable amount of indemnity due him.

Such rights shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provisions of this Charter.

The Board of Directors of the Association shall be the power to purchase and maintain insurance on behalf of any such person who has or is such a director, officer, employee or agent against any liability asserted against him in any such capacity, arising out of his status as such.

# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

## **Certificate of Incorporation, Nonprofit Corporation**

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

SPUR AT WILLIAMS BRICE OWNERS ASSOCIATION, INC. THE, a nonprofit corporation duly organized under the laws of the State of South Carolina on September 20th, 2006, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed a Declaration and Petition for Incorporation of a nonprofit corporation for Religious, Educational, Social, Fraternal, Charitable, or other eleemosynary purpose.

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

Given under my Hand and the Great  
Seal of the State of South Carolina this  
20th day of September, 2006.

  
Mark Hammond, Secretary of State

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

**EXHIBIT "G"**  
**BY-LAWS**

**The Spur at Williams Brice Owners Association, Inc.**

BY-LAWS  
OF  
THE SPUR AT WILLIAMS BRICE OWNERS ASSOCIATION, INC.

1. IDENTITY. These are the By-Laws of The Spur at Williams Brice Owners Association, Inc., a non-profit corporation existing under the laws of the State of South Carolina (hereinafter called "the Association"), which has been organized for the purpose of administering The Spur at Williams Brice Horizontal Property Regime, a horizontal property regime established pursuant to S.C. Code Ann. §27-31-10 et seq. (1976) (hereinafter referred to as "the Regime"). The Regime is identified by the name The Spur at Williams Brice and is located upon real property situated in Richland County, South Carolina, the same being described on the attached Exhibit A which is incorporated herein and made a part hereof by reference.

(a) The provisions of these By-Laws are applicable to the Regime, and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions, and authorizations contained in the Articles of Incorporation and which may be contained in the formal Master Deed which will be recorded in the Office of the Register of Deeds for Richland County, South Carolina, at the time the said property and improvements now or thereafter situate thereon are submitted to the plan of condominium ownership, the terms and provisions of said Articles and Master Deed to be controlling whenever the same may be in conflict herewith.

(b) All present or future co-owners, tenants, future tenants, or their employees, or any other person that might use the Regime or any of the facilities thereof in any manner are subject to the regulations set forth in these By-Laws and in said Master Deed.

(c) The office of the Association shall be at 144 Riverpoint Drive, Clemson, SC 29631, or at such other place as the Board of Directors of the Association may designate from time to time;

(d) The fiscal year of the Association shall be the calendar year;

(e) The seal of the Association shall bear the name of the Association and the words "South Carolina".

2. MEMBERSHIP, VOTING, QUORUM, PROXIES.

(a) The qualification of member, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in the Articles of Incorporation of the Association, the provisions of which Articles are incorporated herein by reference.

(b) The quorum at members' meeting shall consist of persons entitled to cast a majority (51% of the value of the property) of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purposes of determining quorum.

(c) The vote of co-owners of a Condominium owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the co-owners of the Condominium and filed with the Secretary of the Association. Such certificate shall be valid until revoked by subsequent certificate. If such a certificate is not on file, the vote of such co-owners shall not be considered in the determining the requirement for a quorum, nor for any other purpose.

(d) Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association before the appointed time of the meeting for which their use is sought.

(e) Approval or disapproval of a Condominium owner or co-owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who casts the vote of such co-owner in an Association meeting.

(f) Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Master Deed, or where the same may otherwise be required by law, the affirmative vote of the owner or co-owners of a majority of the Condominiums represented at any duly called members' meeting at which a quorum is present shall be binding upon the members.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

(a) The annual members' meeting shall be held at the office of the Association or such other place as may be designated by the Board of Directors, at 12:00 noon, Eastern Daylight Time, on the third Saturday in January of each year, or at such other date and time as set by the Board of Directors after proper notice for the purpose of electing directors and of transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Saturday. The first annual meeting shall be held in 2007.

(b) Special members' meeting shall be held whenever called by the President or Vice President or by a majority of the Board of Directors and must be called by such



officers upon receipt of a written request from the members of the Association owning a majority of the Condominiums.

(c) Notice of all members' meeting, regular or special, shall be given by the President, Vice President, or Secretary of the Association, or other officers of the Association in the absence of said officers, to each member, unless waived, in writing. Such notice is to be written or printed and shall include a description of any matter as required by §33-31-705, of the Code of Laws of South Carolina (1976), as amended, and shall state the time and place of the member's meeting and shall be given to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting. Notice shall be mailed first class or registered mail or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member indicating the date on which such notice was received by him. If mailed, such notice shall be deemed properly given five (5) days after being deposited in the United States Mail, addressed to the member at his post office address as it appears in the records of the Association, the postage thereon prepaid or where otherwise provided by §33-31-141 of the Code of Laws of South Carolina (1976), as amended from time to time. Proof of such mailing shall be given by Affidavit of the person giving the notice. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not been attended, or because the greater percentage of the membership 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 members who are present, either in person or by proxy, may adjourn the meeting, from time to time until a quorum, or the required percentage of attendance greater than a quorum, is present.

(d) At the meetings of membership, the President shall preside or, in the absence of him, the membership present shall select a chairman.

(e) The order of business at annual members' meeting, and, as far as practical, at any other members' meeting, shall be:

- (i) Calling of the roll and certifying proxies;
- (ii) Proof of notice of meeting or waiver of notice;
- (iii) Reading of Minutes;
- (iv) Reports of Officers, President and Chief Financial Officer;
- (v) Reports of Committees;
- (vi) Appointment by chairman of inspectors of election;
- (vii) Election of Directors;
- (viii) Unfinished business;
- (ix) New business; and
- (x) Adjournment

#### 4. BOARD OF DIRECTORS

(a) The initial Board of Directors of the Association (hereinafter sometime referred to as the "Board") shall be comprised of three (3) directors until the first members' meeting, at which time five (5) directors will be elected. Thereafter, the Board shall consist of five (5) directors. Subject to the remainder of this paragraph, the

Declarant may appoint and remove members of the Board for a period not exceeding one (1) year from the date of the first conveyance of a Condominium to a person other than the Declarant. The period of Declarant control terminates no later than sixty (60) days after the conveyance of seventy-five (75%) of the Condominiums to Condominium owners other than the Declarant. The Declarant may voluntarily surrender the right to appoint and remove members of the Board before termination of that time period.

Whenever Declarant shall be entitled to designate and select any person or persons to serve on any Board of Directors of Association, the manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation and/or By-Laws of the Association and the Declarant shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and to replace such person or persons with another person or other persons to act and serve in the place of any director or directors so removed for the remainder of the unexpired term of any director or directors so removed. Any director designated and selected by the Declarant need not be a resident in the Regime. Anything to contrary notwithstanding, the power in the Declarant to designate directors shall terminate on January 1, 2008.

Any representative of Declarant serving on the Board shall not be required to disqualify himself upon any vote upon any management contract or other matter between Declarant and Association where the said Declarant may have a pecuniary or other interest. This provision does not limit or restrict the requirement of §33-31-831, Code of Laws of South Carolina (1976) as amended.

An individual owner or co-owner other than Declarant engaged by the Regime in a commercial operation or otherwise earning monies from servicing the premises, i.e.

rental company, contractor, hardware store, painter, or property manager may not serve on the Board as long as the individual is engaged in a business performing a service in connection with the Regime.

(b) Election of directors shall be conducted in the following manner:

- (i) Declarant, as Sponsor of the Regime, shall, at the beginning of the election of the Board designate and select that number of members of the Board which it should be entitled to designate and select in accordance with the provisions of these By-Laws, and upon such designation and selection by Declarant by written instrument presented to the meeting at which such election is held, said individuals so designated and selected by Declarant shall be deemed and considered for all purposed directors of the Association, and shall thenceforth perform the duties of such directors until their successors shall have been selected or elected in accordance with the provisions of these By-Laws.
- (ii) All members of the Board whom Declarant shall not be entitled to designate and select under the terms and provisions of these By-Laws shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association immediately following the designation and selection of the members of the Board whom Grantor shall be entitled to designate and select;
- (iii) Vacancies in the Board may be filled until the date of the next annual meeting by the remaining directors, except that should any

vacancy in the Board be created in any directorship previously filled by a person designated and selected by Declarant, such vacancy shall be filled by Declarant designating and selecting, by written instrument delivered to any officer of the Association, the successor director to fill the vacated directorship for the unexpired term thereof;

- (iv) At the first annual meeting of the members held after the property identified herein has been submitted to the plan of condominium ownership, the Master Deed has been recorded in the Office of the Register of Deeds for Richland County, South Carolina, the term of office of the three (3) directors receiving the highest plurality of votes shall be established as two (2) years, and the terms of office of the other two (2) directors shall be established as one (1) year. Thereafter, as many directors of the Association shall be elected at the annual meeting as there are regular terms of office of directors expiring at such time, and the terms of the directors so elected at the annual meeting of the members each year shall be for two (2) years expiring at the second annual meeting following their election, and thereafter until their successors are duly elected and qualified or until removed in the manner elsewhere provided or as may be provided by law for the removal of directors of South Carolina Nonprofit Corporation Act. If, at the time of the first annual meeting, Declarant still has the right to appoint directors,

then Declarant shall have the right to designate and select two (2) directors whose term of office shall be established at two (2) years, and one (1) director whose term of office shall be established at one (1) year;

- (v) In the election of directors, there shall be appurtenant to each Condominium as many votes for directors as there are directors to be elected, provided however, that no member, owner or co-owner of any Condominium may cast more than one vote for any person nominated as director, it being the intent hereof that voting for directors shall be non-cumulative;
- (vi) In the event Declarant, in accordance with the privilege granted unto it, selects any person or persons to serve on any Board, the said Declarant shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or persons to serve on said Board. Replacement of any person or persons designated by Declarant to serve on any Board shall be made by written instrument delivered to the President of Secretary of the Association or the presiding officer of the Board, which instrument shall specify the name or names of the person or persons designated as successor or successors to the person or persons so removed from said Board. The removal of any director and designation of his successor shall be effective immediately

upon deliver of such written instrument by Declarant to such officer of the Association and the director;

(c) The organizational meeting of the newly elected Board shall be held within ten (10) days of its election, at such time and at such place as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary provided a quorum shall be present;

(d) Regular meetings of the Board may be held without notice at such time and place as shall be determined from time to time by a majority of the directors;

(e) Special meeting of the directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the votes of the Board or upon written petition signed by the owners or co-owners of one-third (1/3) of the Condominiums. Not less than two (2) days notice of a meeting shall be given to each director personally, or by mail, telephone, or facsimile, which notice shall state the time, place, and purpose of the meeting;

(f) Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent of the giving of notice;

(g) A quorum at a directors' 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 acts of the Board, except as specifically provided in the Articles of Incorporation, these By-Laws, or the Master Deed. If any directors' meeting cannot be organized because a quorum has not attended or because the greater percentage of the directors 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;

(h) The presiding officer of directors' meetings shall be the President. In the absence of the President, the directors present shall designate one of their number to preside;

(i) Directors' fees, if any, shall be determined by members of the Association;

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

(i) To make, levy, and collect assessments against members and members' condominiums to defray to cost of the common areas and facilities of the Regime, and to use the proceeds of said



assessments in the exercise of the power and duties granted unto the Association;

- (ii) To carry out the maintenance, care, upkeep, repair, replacements, operation, surveillance, and the management of the general and limited elements, services, and facilities of the Regime wherever the same is required to be done and accomplished by the Association for the benefit of its members;
- (iii) To carry out the reconstruction of improvements after casualty and the further improvement of the property, real and personal;
- (iv) To make and amend regulations, after Notice and Consent, governing the use of the property, real and personal, in the Regime and to establish fines for the violation of the same, so long as such regulations or amendments thereto and fines do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Master Deed;
- (v) To acquire, operate, lease, manage, and otherwise trade and deal with property, real and personal, including Condominiums in the Regime, as may be necessary or convenient in the operation and management of the Regime, and in accomplishing the purposes set forth in the Master Deed; provided, however, that any agreement for professional management of the Regime, or any other contract providing for services of the Declarant, may not exceed three (3)

years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice; provided, further, that any contract entered into prior to passage of control of the Association from the Declarant may be terminated by the Association without cause and without penalty at any time after the transfer of control upon not more than ninety (90) days notice to the other party thereto unless ratified by a majority of the Board after passage of control;

- (vi) By competitive bidding, to contract for the management of the common areas and facilities in the Regime and to designate such contractor all of the powers and duties of the Association, except those which may be required by the Master Deed to have approval of the Board or membership of the Association;
- (vii) To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the Association, the Master Deed, and the regulations and fines hereinafter promulgated governing the use of the property in the Regime;
- (viii) To pay all taxes and assessments which are liens against any property of the Regime, other than Condominiums and the appurtenances thereto, and to assess the same against the members and their respective Condominiums subject to such liens;



- (ix) To carry insurance for the protection of the members and the Association against casualty and liability;
- (x) To pay all costs of power, water, sewer, and other utility services rendered to the Condominiums and not billed to the owners of the separate Condominium units; and
- (xi) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association, as well as to dismiss said personnel; and
- (xii) To assign, reassign, or designate parking spaces for exclusive use to such owners as it shall decide and to revoke such assignment of designation from time to time.

(k) The first Board shall be comprised of three (3) persons designated to act and serve as directors by Declarant. Said persons shall serve until their successors are elected or appointed at the first meeting of the members of the Association called after the property identified herein has been submitted to the plan of condominium ownership and the Master Deed has been recorded in the Office of the Register of Deeds for Richland County, South Carolina. Should any member of said first board be unable to serve for any reason, a majority of the remaining members of the Board shall have the right to select and designate a party to act and serve as a director for the unexpired terms of said director who is unable to serve;

(l) The undertakings and contracts authorized by said first Board shall be binding upon the Association in the same manner as though such undertaking and contracts had been authorized by the first Board duly elected by the membership after the

property identified herein as been submitted to the plan of condominium ownership and said Master Deed has been recorded in the Office of the Register of Deeds for Richland County, South Carolina, so long as any undertakings and contracts are within the scope of powers and duties which may be exercised by the Board in accordance with all applicable Regime Documents;

(m) Directors may be removed from office in the manner provided by law for the removal of directors of South Carolina nonprofit corporations.

5. ADDITIONAL PROVISIONS ABOUT MEETINGS OF MEMBER AND DIRECTORS.

(a) Notwithstanding anything contained in these By-Laws to the contrary, any meeting or members or Board may be held at any place within or without the State of South Carolina by telephone conference.

(b) To the extent now or from time to time hereafter permitted by the laws of South Carolina, the Board may take any action which they might take at a meeting of directors without a meeting. One or more written consents of any such action so taken, signed by each director, is to be retained in the Association's minute book and given equal dignity by all persons to the minutes of meetings duly called and held.

(c) Any action of the members may be taken by written ballot in accordance with §33-31-704, Code of Laws of South Carolina (1976), as amended, or by written consent in accordance with §33-31-704 of said Code.

6. OFFICERS

(a) The executive officers of the Association shall be a President, who shall be a director, a Vice-President, a Treasurer, and a Secretary, all of whom shall be elected

annually by the Board of Directors and who may be peremptorily removed by a vote of the directors at any meeting. No person may hold more than two (2) offices. The Board, shall from time to time, elect such officers or committees and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

(b) The President shall be the principal executive officer of the Corporation and subject to the control of the Board. He or she shall, in general, supervise and control all of the business and affairs of the Corporation. He or she shall preside at all meetings of the shareholders and of the Board. He or she may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board, any deed, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these By-Laws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board.

(c) The Vice President shall, in the absence of disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

(d) The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors, and such other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, perform all

other duties incident to the office of Secretary of any association, and as may be required by the directors or President.

(e) The Treasurer shall have custody of all of the property of the Association, including funds, securities, and evidence of indebtedness. He shall keep the assessment rolls, the accounts of members, and the books of the Association in accordance with good accounting practices. He shall perform all other duties incident to the office of Treasurer.

(f) The compensation, if any, of all officers and employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing the Declarant as an employee of the Association, nor preclude the contracting with Declarant for management of the Regime. Officers need not be Condominium owners.

#### 7. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Master Deed and Articles of Incorporation shall be supplemented by the following provisions:

(a) The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each individual Condominium unit. Such an account shall designate the name and address of the owner or co-owners, the amount of each assessment against the amounts paid upon the account and, the balance due upon assessments;

(b) The initial Board shall adopt a budget for the period commencing upon submission of the property to Horizontal Property Regime, continuing through the end of the following calendar year, and shall establish assessments for that period;

(c) The Board shall adopt a budget for each calendar year, which shall contain estimates of the cost of performing the functions of the Association, including, but not limited to, the following items:

- (i) Common expense budget, which shall include without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of General Common Elements, landscaping, street and walkways, office expenses, utility services, casualty insurance, liability insurance, administration, and reserves (operating and replacement); and
- (ii) Proposed assessments against each member. Copies of the budget and proposed assessments shall be given to each member at each annual meeting. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished to each concerned member. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board, at any time, in their sole discretion to levy an additional assessment in the event that the budget originally adopted shall appear to be insufficient to



pay costs and expenses of operation and management, or in the event of emergencies.

(d) The Board shall determine the method of payment of such assessments and the due dates thereof and shall notify members of the same. The assessment will initially be on a monthly-in-advance bases unless changed by a vote of the majority of the Board;

(e) The depository of the Association shall be such bank, savings and loan, or other Federally Insured depositories as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

(f) The Board shall require fidelity bonds from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least the amount of the total annual estimated operating expenses and revenues. The premiums on such bonds shall be paid by the Association as a common expense.

#### 8. PARLIMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the statutes of the State of South Carolina.

#### 9. ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT

The Board, as and for the owners and co-owners, is given the authority to administer the operation and management of the Regime, it being recognized that the

delegation of such duties to one entity is in the best interests of the owners and co-owners of all Condominiums. To properly administer the operation and management of the project, the Association will incur, for the mutual benefit of all of the owners and co-owners of Condominiums, costs and expenses which will be continuing or non-recurring costs, as the case may be, which costs and expenses are sometimes herein referred to as "common expense". To provide the funds necessary for such property operation and management, the said Board is hereby granted the right to make, levy, and collect assessments against the owners and co-owners of all Condominiums. In furtherance of said grant of authority to the Board to make, levy, and collect assessments to pay the costs and expenses for the operation and management of the Regime, the following provisions shall be operative and binding upon the owners and co-owners of all Condominiums, to wit:

(a) All assessments levied against the owner or co-owners of a Condominium shall be uniform and, unless specifically otherwise provided for in these By-Laws, the assessments made by the Board shall in such proportion that the amount of assessment levied against each owner or co-owner of a Condominium shall bear the same ratio to the total assessment made against all owners or co-owners of a Condominium as does the undivided interest in General Common Elements appurtenant to each Condominium bear to the total undivided interest in the Regime;

(b) The Board, in establishing said annual budget for operation, management, and maintenance of the project shall include therein a sum to be collected and maintained as a reserve fund for replacement of General Common Elements, which reserve fund shall be for the purpose of enabling the Association to replace structural elements and

mechanical equipment constituting a part of the General Common Elements as well as the replacement of personal property which may constitute a portion of the General Common Elements held for the joint use and benefit of all owners and co-owners of all Condominiums. The amount to be allocated to such reserve fund for replacements shall be established by said Board so as to accrue and maintain at all times a sum reasonably necessary to anticipate the need for replacements of said General Common Elements. The amount collected and allocated to the reserve fund for replacements from time to time shall be maintained in a separate account by the Association, although nothing herein contained shall prohibit the association from applying any monies in such reserve fund for replacements to meet other needs or requirements of the Association in operating or managing the project in the event of emergencies or in the event the sums collected for the owners or co-owners of Condominiums is insufficient to meet the then fiscal financial requirements of the Association, but it shall not be a requirement that these monies be used for such latter purposes, as a separate assessment may be levied therefore it deemed to be preferable by the Board in the sole discretion of said Board;

(c) Additionally, a working capital fund must be established for the initial months of the project operation equal to at least two months' estimated common area charge for each Condominium. Each Condominium's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each Condominium and maintained for the use and benefit of the Association. The contribution to the working capital fund for each unsold Condominium shall be paid to the Association within sixty (60) days after the date of conveyance of the first Condominium in the project. The purpose of the fund is to ensure that the Association

will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board. Amounts paid into the fund are not to be considered as advance payment of regular assessments. The Declarant shall not use the working capital funds to pay any of its expenses, reserve contributions, construction costs, or to make up any budget deficits while it is in control of the Association. However, when unsold Condominiums are sold, the Declarant may reimburse itself for funds it paid the Association for an unsold Condominium's share of the working capital fund by using funds collected at closing with the Condominium is sold;

(d) The Board, in establishing said annual budget for operation, management, and maintenance of the project, shall include therein a sum to be collected as a general operating reserve which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies existing from time to time as a result of delinquent payment of assessments by owners or co-owners of Condominiums, emergencies, or other reasons placing financial stress upon the Association;

(e) All monies collected by the Association shall be treated as the separate property of the Association and such monies may be applied by said Association to the payment of any expense of operating and managing the Regime or to the proper undertaking of all acts and duties imposed upon it by virtue of these By-Laws and the Articles of Incorporation and Master Deed of the said Association. As the monies for any assessment are paid unto the Association by any owner or co-owner of a Condominium, the same may be commingled with the monies paid to the Association by the other

owners or co-owners of Condominiums. All funds and other assets of the Association, and any increments thereto or profits derived therefrom or from the use of General Common Elements, shall be held for the benefit of the members of the Association, who shall own any common surplus in the proportions of their percentage of undivided interest in the Regime. No member of the Association shall the right to assign, hypothecate, pledge, or in any manner transfer this interest therein, except as an appurtenance to his Condominium;

(f) The payment of any assessment or installment thereof due to the Association shall be in default is such assessment, or any installment thereof, is not paid unto the Association on or before the due dates for such payment. When in default, the Board may accelerate the remaining installments of the annual assessment upon notice thereof to the Condominium owner or co-owners, whereupon the entire unpaid balance of the annual assessment shall become due upon the date stated in the notice which shall not be less than ten (10) days after the date of the notice. In the event any assessment, installment, or accelerated assessments are not paid within twenty (2) days after their due date, the Association, through its Board, may proceeds to enforce and collect the said assessments against the Condominium owner or co-owners owning the same in any manner provided for by the Act, including the right of foreclosure and sale. When in default, the delinquent assessment or delinquent installment thereof due to the Association shall bear interest at the highest rate allowed by law until such delinquent assessment or installment thereof and all interest due thereon has been paid to the Association. If any assessment or installment thereof is not paid when due, the Board may assess such late fees and interest as it deems appropriate from time to time;

(g) The owner or co-owners of each Condominium shall be personally liable to the Association for the payment of all assessments, regular or special, which may be levied by the Association while such party or parties are owner or co-owners of a Condominium in the Regime. In the event that any owner or co-owners are in default in payment of any assessment or installment thereof owed to the Association, such owner or co-owner of any Condominium shall be personally liable for interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit is brought or not.

(h) No owner or co-owner may exempt himself from liability for any assessment levied against such owner or co-owner and his Condominium by waiver of the use or enjoyment of any of the General Common Elements, by abandonment, or in any other manner.

(i) Recognizing that the necessity for providing proper operation and management of the project entails the continuing payment of costs and expenses therefore which results in benefit to all owners and co-owners of Condominiums and that the payment of such common expense represented by the assessments levied and collected by the Association is necessary in order to preserve and protect the investment of the owner and co-owner of each Condominium, the Association is hereby granted a lien upon such Condominium and its appurtenant undivided interest in General Common Elements, which lien shall secure and does secure the monies due for all assessments now or hereafter levied against the owner or co-owners of each Condominium, such lien shall also secure interest, if any, which may be due on the amount of delinquent assessments

owing to the Association and all costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing this lien upon said Condominium and its appurtenant undivided interest in the General Common Elements. The lien granted to the Association may be foreclosed in the same manner as mortgages may be foreclosed in the State of South Carolina. In any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner or co-owners of any Condominium from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a receiver for said Condominium. The rental required to be paid shall be equal to the rental charged on comparable types of Condominiums in Columbia, South Carolina. The lien granted to the Association shall further secure such advances for taxes and payments on account of superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien. The Association shall further be entitled to interest at the highest rate allowed by law on any such advance made for such purpose. All persons, firms, or corporations who shall acquire, by whatever means, any interest in the ownership of any Condominium, are hereby placed on notice of the lien granted to the Association and shall acquire such interest in any Condominium expressly subject to such lien. The lien shall be subordinate to all mortgages or other liens duly recorded prior to the filing of the lien encumbering the Condominium;

(j) The lien herein granted unto Association shall be effective from and after the time of recorded in the public records of Richland County, South Carolina, a claim of lien stating the description of the Condominium encumbered thereby, the name of the record owner or co-owners, the amount, and the date when due. The lien shall include

only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney fees, advances to pay taxes and prior encumbrances, and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record;

(k) In the event that any person, firm, or corporation shall acquire title to any Condominium and its appurtenant undivided interest in General Common Elements by virtue of any foreclosure, judicial sale, or deed in lieu of foreclosure, such person, firm, or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for said Condominium and its appurtenant undivided interest in General Common Elements subsequent to the date of acquisition of such title and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquires such title. In the event of the acquisition of title to a Condominium by foreclosure, judicial sale, or deed in lieu of foreclosure, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners and co-owners of all Condominiums as part of the common expense, although nothing contained herein shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure;

(l) Whenever any Condominium may be sold or mortgaged by the owner or co-owners thereof, which sale shall be concluded only upon compliance with other provisions of these By-Laws, Association, upon written request by owner or co-owners of such Condominium, shall furnish a statement verifying the status of payment of any



assessment which shall become due and payable to Association by the owner of such Condominium to the proposed purchaser or mortgagee. Such statement shall be executed by an office of the Association and any purchaser or mortgagee may rely upon such statement in concluding the proposed purchase or mortgage transaction, as Association shall be bound by such statement. Any holder of any mortgage on any Condominium shall have the right at all reasonable times and frequency to inquire as to the past due status of any assessment payments. The Association shall, upon request, promptly notify any such mortgage when any assessment payment becomes more than sixty (60) days past due or when any default in the performance of any obligation required by the Master Deed of these By-Laws as to such Apartment is not cured within sixty (60) days;

(m) In the event than a Condominium is to be sold or mortgaged at the time when payment of any assessment against the owner or co-owners of said Condominium is due to the Association, such Condominium shall be in default, whether or not a claim or lien has been recorded by the Association. Then the proceeds of such purchase or mortgage shall be applied by the purchaser or mortgagee first to the payment of any then delinquent assessment or installment thereof due to the Association before the payment of any proceeds of purchase or mortgage proceeds to the owner or co-owners of any Condominium who is responsible for payment of such delinquent assessment;

(n) Institution of a suit at law to attempt the effect of the collection of payment of delinquent assessments shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure

attempt to effect such collection be deemed an election precluding the institution of suit at law to attempt to effect collection of any sums then remaining owing it; and

(o) Notwithstanding anything is these By-Laws to the contrary, it is declared that until January 1, 2007, but no later than sixty (60) days after the conveyance by Declarant of the first Condominium to an owner or co-owners, each Condominium shall be exempt from the assessment created herein until such time as the Condominium is conveyed by the Declarant to an owner or co-owners. Except as expressly provided herein, no Condominium and its appurtenant percentage interest shall be exempt from said assessment.

10. DEFINITIONS

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 "Condominium".

11. CONFLICTS

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.

12. SEVERABILITY

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 enforceability of effect of the remainder hereof.

13. CAPTIONS

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 of the intent of any provision hereof.

14. GENDER AND NUMBER

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

15. AMENDMENT TO BY-LAWS

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

(a) Amendment to these By-Laws may be proposed by the Board acting upon the vote of the majority of 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;

(b) 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 office 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 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;

(c) 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 Office of the Register of Deeds for Richland 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.

(d) 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

(e) Notwithstanding the foregoing provisions, no amendment to these By-Laws which shall abridge, amend or alter the right of the Declarant to designate and select members of the Board, as provided herein, may be adopted or become effective without the prior written consent of the Declarant. No amendment shall be effective until all the requirements of the Master Deed have been met.

16. RIGHT TO NOTICE AND COMMENT

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 owner or 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 owner or co-owners in writing and shall be delivered personally or by mail to all owners or 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 owners or 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 an owner or co-owners to be heard at a formally constituted meeting.

17. RIGHT TO NOTICE AND HEARING

Whenever the Master Deed or By-Laws or Articles of Incorporation require than an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take action (e.g., the Board, a committee, an officer, ect.) shall give written notice of the proposed action to all owners, co-owners or occupants of Condominiums 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.

18. APPEALS

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 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, give the same notice and observing the same procedure as were required for the original meeting.

The foregoing is the original set of By-Laws adopted this 31 day of August, 2006.

  
\_\_\_\_\_  
President of The Spur at Williams Brice Owners  
Association, Inc.