

This document was prepared by and should be returned to:

Michael A. Morris

or

Blasingame, Burch, Garrard, Bryant & Ashley, P.C.

440 College Avenue North

Athens, Georgia 30601

CM # 10459-18

Christopher G. Olson

Olson, Smith, Jordan and Cox, P.A.

P. O. Box 1633

Clemson, South Carolina 29633

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## MASTER DEED OF WOODLANDS OF CLEMSON HORIZONTAL PROPERTY REGIME

### Article I Definitions

- Section 1.1. Definitions

### Article II Administration

- Section 2.1 The Association
- Section 2.2 Professional Management
- Section 2.3 Agreements
- Section 2.4 Access to Information
- Section 2.5 Audited Financial Statements
- Section 2.6 Rules and Regulations

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### Article III Property Rights.

- Section 3.1. Development Plan.
- Section 3.2. Units
- Section 3.3. Common Area and Limited Common Area
- Section 3.4. Status of Title to the Project
- Section 3.5. Limited Warranty from Developer, Disclaimer of Warranty From Developer and Limitation of Remedies
- Section 3.6. Unit Deeds

### Article IV Assessments

- Section 4.1 Creation of Lien and personal Obligation for Assessments.
- Section 4.2 Annual Assessments
- Section 4.3 Special Assessments
- Section 4.4 Date of Commencement of Annual Assessments; Due Dates
- Section 4.5 Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of the Association.
- Section 4.6 Subordination of the Charges and Liens to Mortgages
- Section 4.7 Reserves

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COUNTY AUDITOR  
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PICKENS, SC 29633

- Section 4.8 Working Capital Assessment

#### Article V Insurance and Casualty Losses

- Section 5.1 Hazard Insurance
- Section 5.2 Flood Insurance
- Section 5.3 Liability Insurance
- Section 5.4 Fidelity Bonds
- Section 5.5 Authority to Adjust Loss
- Section 5.6 Trustee
- Section 5.7 Damage and Destruction
- Section 5.8 Insufficient Proceeds to Repair

#### Article VI Condemnation

- Section 6.1 General
- Section 6.2 Non-Essential Areas
- Section 6.3 Essential Areas

#### Article VII Architectural Control

- Section 7.1 Approval Required for Changes

#### Article VIII Exterior Maintenance

- Section 8.1 Responsibility of Association
- Section 8.2 Access to Units
- Section 8.3 Responsibility of Owners

#### Article IX Unit Restriction

- Section Residential Purposes
- Section 9.2 Construction and Sale Period
- Section 9.3 Animals and Pets
- Section 9.4 Exterior Antennas
- Section 9.5 Leasing of Units

#### Article X Easements

- Section 10.1 Encroachments
- Section 10.2 Utilities, etc
- Section 10.3 Other
- Section 10.4 Authority to Grant Easements
- Section 10.5 Reservation of Easements by Developer

#### Article XI Assigned Value and Unit Vote

- Section 11.1 Unit and Property Values
- Section 11.2 Unit Votes

Article XII Rights Related to Mortgagees

- Section 12.1 Notice of Action
- Section 12.2 Special Voting Rights of Eligible Mortgage Holders
- Section 12.3 Failure to Provide Negative Response

Article XIII General Provisions

- Section 13.1 Adherence to Provisions of Master Deed, Bylaws and Rules and Regulations
- Section 13.2 Amendment
- Section 13.3 Termination
- Section 13.4 Covenants Running with the Land
- Section 13.5 Enforcement
- Section 13.6 Severability
- Section 13.7 Perpetuities and Restraints on Alienation
- Section 13.8 Gender or Grammar
- Section 13.9 Headings
- Section 13.10 Powers of Attorney

Article XIV Exhibits

- Section 14.1. Exhibits Attached
  - Exhibit A Legal Description of the Land
  - Exhibit B Site Plan and Plat
  - Exhibit C Floor Plans and Elevations
  - Exhibit D Description of Limited Common Area
  - Exhibit E Description of Unit Boundaries
  - Exhibit F Schedule of Assigned Values and Percentage Interests
  - Exhibit G Declaration for Incorporation of Association
  - Exhibit H Bylaws of the Association

TO ALL WHOM THESE PRESENTS MAY COME:

WHEREAS, WOODLANDS OF CLEMSON, L.L.C. (the "Developer") is a limited liability company organized under the laws of the State of Georgia having its principal office located at 126 Briarcliff Road, Suite 9, Athens, Georgia 30606 and is authorized to transact business in the State of South Carolina; and

WHEREAS, the Developer is the owner of that certain real property more fully described in Exhibit A attached hereto (the "Land") located at Pickens County, South Carolina; and

WHEREAS, the Developer is in the process of constructing one hundred eighty (180) condominium units together with common areas and amenities on the Land; and

WHEREAS, the Developer deems it appropriate to organize a horizontal property regime by duly executing and recording this Master Deed in the RMC Office for Pickens County, South Carolina; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer hereby submits the Land, together with all easements, rights and appurtenances there unto belonging, to the provisions of Sections 27-31-10 through 27-31-300 of the South Carolina Code of Laws (1976), as amended, and hereby creates thereon a horizontal property regime to be known as WOODLANDS OF CLEMSON HORIZONTAL PROPERTY REGIME, subject to the following:

## **ARTICLE I**

### Definitions

Section 1.1. Definitions. Unless defined herein or unless the context requires otherwise, the words defined in Section 27-31-20, South Carolina Code of Laws (1976), when used in this Master Deed or any amendment hereto, shall have the meaning therein provided. The following words when used in this Master Deed or any amendment hereto, unless the context requires otherwise, shall have the following meanings:

"Act" means the Horizontal Property Act of South Carolina South Carolina Code of Laws (1976), as amended, Section 27-31-10 to Section 27-31-300, and as may be further amended from time to time.

"Assessment" means the amount assessed against an Owner and his Unit from time to time by the Association in the manner provided herein.

"Association" means Woodlands of Clemson Condominium Association, Inc., being an association of and limited to Owners of the Units located in the Regime in the form of a non-profit, non-stock membership association which has been incorporated in accordance with the Articles of Incorporation attached hereto as Exhibit G.

"Board of Directors" or-"Board" means the Board of Directors of the Association, and "director" or "directors" means a member or members of the Board.

"Bylaws" means the Bylaws of the Association attached hereto as Exhibit H, as amended from time to time.

"Common Area" means all of the Regime property after excluding the Units and Limited Common Area.

"Common Expenses" means (a) all expenses incident to the administration, maintenance, repair and replacement of the Common Area and the Limited Common Area, after excluding therefrom such expenses which are the responsibility of an Owner; (b) expenses determined by the Association to be Common Expenses and which are lawfully assessed against Owners; (c) expenses declared to be Common Expenses by the Act or the Regime Documents; and (d) reasonable reserves established for the payment of any of the foregoing. "Developer" means Woodlands of Clemson, L.L.C., its successors and assigns.

"Land" means the certain real property described in Exhibit A attached hereto. "Limited Common Area" means those areas so designated in Exhibit t attached hereto, "Master Deed" means this document, as amended from time to time.

"Owner" means the record owner, whether one or more persons, of fee simple title in and to any Unit, excluding, however, those persons having such Interest merely as security for the performance of an obligation.

"Percentage Interest" means the percentage of undivided interest each Owner owns as tenant-in-common in the Common Area and Limited Common Area; and "Total Percentage Interests" means the aggregate of all the Percentage Interests.

"Plans" means and includes the architectural plans of the Project which are filed as an attachment to this Master Deed as Exhibit C, said plans having been prepared by (i) Armentrout, Roebuck, Matheny Consulting Group, P.C., entitled "The Woodlands of Clemson Condominium Buildings", dated July 2004, and (ii) by GLA-ATL, LLC, entitled "Woodlands of Clemson", dated August 10, 2004, and certified by a licensed engineer and/or architect in accordance with the provisions of the Act.

"Project" means the Land, the buildings and all other improvements and structures located thereon, and all easements, rights and appurtenances belonging thereto, submitted to the Act by this Master Deed.

"Regime" means the horizontal property regime established by this Master Deed, including all appurtenances and incidents of ownership attendant therewith.

"Regime Documents" means and includes this Master Deed, all Exhibits hereto, the documents of Incorporation of the Association, the Bylaws and the Rules and Regulations, all as amended from time to time.

"Residential Units" means that part of the Project restricted to residential use and intended for independent use by an Owner situate within the Unit Boundaries designated in Exhibit E.

"Rules and Regulations" means the rules and regulations from time to time promulgated by the Board of Directors governing the use of the Common Area, Limited Common Area and Units.

"Site Plan" means and includes the survey of the Land and improvements attached hereto as Exhibit B showing the boundaries of the Land and the location of the Units and amenities of the Project thereon.

"Trustee" means a financial institution with trust powers or other business entity commonly accepted by private institutional mortgage investors in Pickens County, South Carolina, to act as a fiduciary for the benefit of the Association and the Owners which shall be designated by the Board of Directors to hold certain funds and provide services as provided herein.

"Unit" means that part of the Project intended for Independent use by an Owner situate within the Unit Boundaries designated in Exhibit E. Each Unit is identified in Exhibit B and/or Exhibit C by a specific number, which number shall be sufficient to identify the Unit for all purposes.

"Unit Estate" means all the components of ownership held by an Owner, including the rights and interests of the Owner in and to the Unit, the rights of use of the Limited Common Area and the undivided interest in the Common Area and limited Common Area. Unless the context requires otherwise, all references to "Units" herein shall include the Unit Estate".

## ARTICLE II

### Administration

Section 2.1. The Association. The administration of the Regime shall be the responsibility of the Association which shall be made up of all the Owners of Units in the Regime. The Association and the Owners shall be governed by this Master Deed and the Bylaws attached hereto as Exhibit H, as the same may be amended from time to time.

Section 2.2. Professional Management. Management of the Project shall be conducted by a professional management company retained by the Association; provided, however, that the Association shall enter into management contracts with reasonable compensation and termination provisions consistent with provisions generally prevailing for management contracts relating to condominium projects located in Pickens County, South Carolina.

Section 2.3. Agreements. The Association shall be and hereby is authorized to enter into such agreements, including without limitation, management contracts, as it may deem necessary or desirable for the administration and operation of the Regime. Each Owner by acquiring or holding an interest in any Unit thereby agrees to be bound by the terms and conditions of all such agreements entered into by the Board of Directors on behalf of the Association; provided however, any management agreements may not exceed three (3) years in length and either party may cancel any management agreement, with or without cause, upon ninety (90) days prior written notice and without penalty for cancellation.

Section 2.4. Access to Information. The Association shall make available to Owners and mortgage holders, insurers or government guarantors of any mortgage, current copies of the Regime Documents and the books, records, contractual arrangements and financial statements of the Association. "Available" means available for reasonable inspection, upon request, during normal business hours or under other reasonable circumstances. Any party entitled to the benefits of this Section 2.4 shall be permitted to designate one or more agents who shall be permitted to represent said party in connection with any and all reviews of the Regime Documents and books, records, contractual arrangements and financial statements of the Association.

Section 2.5. Financial Statements. No later than 120 days after the close of any fiscal year of the Association, the Association shall cause financial statements for such fiscal year to be prepared by a certified public accountant licensed in the State of South Carolina. Copies of these financial statements shall be provided free of charge to any party entitled to the benefits of Section 2.4 promptly upon request.

Section 2.6. Rules and Regulations. The Board of Directors shall be entitled to promulgate reasonable Rules and Regulations from time to time, which shall be binding upon the Association and all Owners and

lessees of Owners, their families, invitees and guests, regarding the use and enjoyment of Units, the Limited Common Area and Common Area.

### ARTICLE III.

#### Property Rights

Section 3.1. Development Plan. The Developer shall construct or cause to be constructed on the Land residential buildings containing a total of one hundred eighty (180) Units and amenities substantially in accordance with the Plans and the specifications for construction, copies of which shall remain on file in the office of the Association. The Developer expressly reserves the right, during the course of construction, to revise, modify or change in whole or in part the Plans and specifications for construction; provided, however, that the Developer shall adhere to the general scheme of development as set forth in the Plans.

Section 3.2. Units. Each Unit Estate shall for all purposes constitute a separate parcel of real property which, subject to the provisions of this Master Deed, may be owned in fee simple and which may be conveyed, transferred, leased and encumbered in the same manner as any other real property. Each Owner, subject to the provisions of the Act and this Master Deed, shall be entitled to the exclusive ownership and possession of his Unit.

#### Section 3.3. Common Area and Limited Common Area.

(a) Percentage Interest. The Owners shall own the Common Area and Limited Common Area as tenants in common, with each Unit having appurtenant thereto the Percentage Interest in the Common Area and Limited Common Area as set forth in Exhibit F attached hereto; provided, however, that the use of the Limited Common Area shall be restricted as set forth in Section 3.3(e). The Percentage Interest appurtenant to each Unit has been determined by dividing the assigned value of the respective Unit as shown on Exhibit F by the aggregate value of all of the Units as shown on Exhibit F. The value assigned to any Unit in Exhibit F shall not fix the market value of the Unit and shall only be utilized for purposes of computing the Percentage Interest appurtenant to the respective Unit.

(b) Inseparability of Percentage Interests. The Percentage Interest in the Common Area and the Limited Common Area cannot be separated from the Unit to which it appertains and shall be automatically conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the deed or other instruments.

(c) No partition. The Common Area and Limited Common Area shall remain undivided and no right to partition the same or any part thereof shall exist except as provided in the Act, the Bylaws and this Master Deed.

(d) Use of Common Area. The Common Area shall be used in accordance with the intended purposes without hindering the exercise of or encroaching upon the rights of other Owners. The Board of Directors shall, if any question arises, determine the purpose for which a part of the Common Area is intended to be used. All Owners and lessees of Owners, their families, invitees and guests shall abide by all Rules and Regulations from time to time in effect governing the use of the Common Area.

(e) Limited Common Area. Ownership of each Unit shall entitle the Owner or Owners thereof to the use of the Limited Common Area adjacent and appurtenant to such Unit and so designated in Exhibit D,

which exclusive use may be delegated by such Owner to persons who reside in his Unit. All Owners and lessees of Owners, their families, invitees and guests shall abide by all Rules and Regulations from time to time in effect governing the use of the Limited Common Area.

Section 3.4. Status of Title to the Project. The Developer represents and warrants to the Association and all the Owners that as of the effective date hereof, the Developer has a reasonably safe, marketable title to the Land. The rights and interests of all Owners in and to the Common Area and Limited Common Area shall be subject only to (i) the terms and conditions of this Master Deed (ii) liens for real estate taxes for 2005 and subsequent years; (iii) easements, conditions, covenants and restrictions existing against the property; and (iv) applicable governmental regulations, including zoning laws, which may be imposed upon the project from time to time; provided, however, that the Developer warrants that the foregoing do not unreasonably interfere with the use of the Project for residential purposes. In addition, the Developer warrants that it will pay all parties who have provided materials to or rendered services in connection with the construction of the Project in a timely manner and shall indemnify and hold the Association and the Owners harmless from all liens, claims or causes of action of persons who have supplied materials to or rendered services in connection with the construction of the project by Developer.

Section 3.5. Limited Warranty from Developer Disclaimer of Warranty from Developer and Limitation of Remedies.

(a) Common Area or Limited Common Area.

(1) Limited Warranty. FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION OF THE PROJECT, THE DEVELOPER SHALL AT NO COST TO THE ASSOCIATION REPAIR OR REPLACE IN THE DEVELOPERS DISCRETION) ANY PORTIONS OF THE COMMON AREA OR LIMITED COMMON AREA (EXCEPT FIXTURES, ACCESSORIES AND APPLIANCES COVERED BY SEPARATE WARRANTIES OF THEIR RESPECTIVE MANUFACTURERS, DEALERS OR INSTALLATION CONTRACTORS) WHICH ARE DEFECTIVE AS TO MATERIALS OR WORKMANSHIP.

(2) Disclaimer of Warranty. THIS LIMITED WARRANTY IS IN PLACE OF ALL OTHER CONTRACTUAL OBLIGATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND THE DEVELOPER DISCLAIMS ALL OTHER CONTRACTUAL OBLIGATIONS OR WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY OF THE DEVELOPER IS EXPRESSLY LIMITED TO SUCH REPAIR OR REPLACEMENT AND THE DEVELOPER SHALL NOT BE LIABLE FOR DAMAGES OF ANY NATURE, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, REGARDLESS OF WHETHER SUCH DAMAGES ARE CLAIMED TO ARISE OUT OF THE LAW OF CONTRACT, TORT OR NEGLIGENCE, OR PURSUANT TO STATUTE OR ADMINISTRATIVE REGULATION.

(3) Limitation of Remedies Each Owner, in accepting a deed from the Developer or any other party to a Unit, expressly acknowledges and agrees that this Section 3.5(a) establishes the sole liability of the Developer to the Association and the Owners related to defects in the Common Area and/or Limited Common Area and the remedies available with regard thereto. Irrespective of the foregoing, the one (1) year period referred to in this Section 3.5(a) shall not expire until one (1) year has elapsed from the date when Units that represent sixty (60) percent of the votes in the Association have been transferred by the Developer.



(b) Residential Units

(1) Limited Warranty. FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF CONVEYANCE OF A RESIDENTIAL UNIT, THE DEVELOPER SHALL AT NO COST TO THE RESIDENTIAL UNIT OWNER REPAIR OR REPLACE (IN THE DEVELOPER'S DISCRETION) ANY PORTIONS OF THE RESIDENTIAL UNIT (EXCEPT FIXTURES, ACCESSORIES AND APPLIANCES COVERED BY SEPARATE WARRANTIES OF THEIR RESPECTIVE MANUFACTURERS, DEALERS OR INSTALLATION CONTRACTORS) WHICH ARE DEFECTIVE AS TO MATERIALS OR WORKMANSHIP.

(2) Disclaimer of Warranty. THIS LIMITED WARRANTY IS IN PLACE OF ALL OTHER ,CONTRACTUAL OBLIGATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND THE DEVELOPER DISCLAIMS ALL OTHER CONTRACTUAL OBLIGATIONS OR WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY OF THE DEVELOPER IS EXPRESSLY LIMITED TO SUCH REPAIR OR REPLACEMENT AND THE DEVELOPER SHALL NOT BE LIABLE FOR DAMAGES OF ANY NATURE, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, REGARDLESS OF WHETHER SUCH DAMAGES ARE CLAIMED TO ARISE OUT OF THE LAW OF CONTRACT, TORT OR NEGLIGENCE, OR PURSUANT TO STATUTE OR ADMINISTRATIVE REGULATION.

(3) Limitation of Remedies. Each Owner, in accepting a deed from the Developer or any other party to a Residential Unit, expressly acknowledges and agrees that this Section 3.5(b) establishes the sole liability of the Developer to the Owner related to defects in the Residential Unit and the remedies available with regard thereto.

Section 3.6. Unit Deeds. All conveyances of Units by the Developer or any Owner shall be accomplished through the use of a Unit Deed in form and substance to convey the Unit as delineated herein.

## ARTICLE IV

### Assessments

Section 4.1. Creation of Lien and Personal Obligation for Assessments. Each Unit Estate is and shall be subject to a lien and permanent charge in favor of the Association for the Assessments set forth herein. Each Assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall be a permanent charge and continuing lien upon the Unit Estate against which it relates, and shall also be the joint and several personal obligation of each Owner of such Unit Estate at the time the Assessment comes due and upon such Owner's successor in title if unpaid on the date of the conveyance of such Unit Estate, and each and every Owner by acquiring or holding an interest In any Unit Estate thereby covenants to pay such amount to the Association when the same shall become due.

Section 4.2. Annual Assessments. No later than forty-five (45) days prior to the end of each calendar year, the Board of Directors shall set the "Annual Assessments" by estimating the Common Expenses to be incurred during the immediately succeeding calendar year and shall prorate such Common Expenses among the Owners of the Units in accordance with their respective Percentage Interests and shall give written notice to each Owner of the Annual Assessment fixed against his Unit for such immediately succeeding calendar year; provided, however, that the Annual Assessment for the calendar year 2005 shall be \$375.00. The Annual Assessments levied by the Association shall be collected as provided in Section 4.4.

The Annual Assessments shall be levied against the unit owners and the units to defray the common expenses of the Project. The common expenses of the Project shall be all of the expenditures which are made or incurred by or on behalf of the Association in connection with the exercise of its powers and responsibilities, and shall include the following:

- (i) Management fee, if any, and expenses of administration of the Project;
- (ii) common utility bills and charges for other common services related to Common Areas, including but not limited to water, sewerage, water for landscape irrigation which may be purchased from a private vendor rather than the municipality, and street lights;
- (iii) premiums for all insurance policies maintained by the Association;
- (iv) the expenses of performing the maintenance, repair, renovation, restoration and replacement work which is the responsibility of the Association hereunder;
- (v) such other costs and expenses as may be determined from time to time by the Board of Directors to be common expenses; and
- (vi) the creation and maintenance of such reserve funds as the Board of Directors shall determine, including but not limited to a reserve for repairs and maintenance.

The Annual Assessments shall not be used to pay for the following:

- (a) Casualty insurance of individual Owners on their possessions within the Units and liability insurance of such Owners insuring themselves and their families individually, which shall be the sole responsibility of such Owners;
- (b) Telephone, electricity, water, gas and sewer charges for each Unit which shall also be the sole responsibility of the Owners of such Units;
- (c) Ad valorem taxes assessed against Units;
- (d) Private mortgage insurance.

It is anticipated that ad valorem taxes and other governmental assessments, if any, upon the Project will be assessed by the taxing authority upon the Unit Estate, and that each assessment will include the assessed value of the Unit and of the undivided interest of the Owner in the Common Area and the Limited Common Area. Any such taxes and governmental assessments upon the Project which are not so assessed shall be included in the Association's budget as a recurring expense and shall be paid by the Association as a Common Expense. Each Owner is responsible for making his own return of taxes and such return shall include such Owner's undivided interest in the Common Area and Limited Common Area as such undivided interest is determined by law for purposes of returning taxes.

Section 4.3. Special Assessments. In addition to the Annual Assessments, the Board of Directors may levy in any calendar year "Special Assessments" for the purpose of supplementing the Annual Assessments if the same are inadequate to pay the Common Expenses and of defraying, in whole or in part, the cost of any reconstruction, repair, or replacement of the Limited Common Area or the Common Area (including the necessary fixtures and personal property related thereto); provided, however, that any such Special

Assessments shall have the assent of Owners representing a majority of the Total Percentage Interests, voting in person or by proxy, at a meeting at which a quorum is present, duly called for the express purpose of approving such Assessment. Written notice of such meeting shall be sent to all Owners not less than ten (10) days nor more than thirty (30) days in advance of the meeting, which notice shall set forth the purpose of the meeting. The period of the Special Assessments and manner of payment shall be determined by the Board.

Section 4.4. Date of Commencement of Annual Assessments; Due Dates. Although the Annual Assessment is calculated on a calendar year basis, each Owner of a Unit shall be obligated to pay to the Association or its designated agent such Assessment in equal quarterly installments on or before the first day of each quarter during such calendar year.

The obligations of Owners regarding the payment of quarterly portions of the Annual Assessments provided for in this Article IV shall as to each Unit commence upon the date of Closing, if such date is different from the beginning of a calendar quarter with the quarterly installment being prorated as of the date of closing (such date shall become the "commencement date"). The first quarterly payment of the Annual Assessment for each such Unit shall be an amount equal to the quarterly payment for the fiscal year in progress on such commencement date, divided by the number of days in the quarter of conveyance, and multiplied by the number of days then remaining in such quarter.

The Association shall, upon demand at any time, furnish to any Owner liable for any such Assessment a certificate in writing signed by an Officer of the Association, setting forth whether the same has been paid. A reasonable charge, as determined by the Board, may be made for the issuance of such certificate. Such certificate shall be conclusive evidence of payment of any Assessment stated to have been paid as to any person or entity who has relied on the certificate to his detriment.

Section 4.5. Effect of Non-Payment of Assessment; personal Obligation of the Owner; the Lien; Remedies of Association.

(a) If an Assessment is not paid on the date when due, as hereinabove provided, then such Assessment together with such late charges and interest thereon and any cost of collection thereof as hereafter provided, shall be a charge and continuing lien on the Unit Estate to which it relates, and shall bind such property in the hands of the Owner, his heirs, legal representatives, successors, and assigns. The personal obligation of the Owner to pay such Assessment, however, shall remain his personal obligation. Furthermore, such prior Owner and his successor in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such prior Owner and his successor in title.

(b) In the event any Assessment is not received within ten (10) days of the due date thereof, a late charge in the form of a service fee to be set by the Board of Directors shall be added to the Assessment and shall be due and payable on demand. In addition, in the event any Assessment is not received within thirty (30) days of the due date thereof, Interest at the rate of eighteen per cent (18%) per annum (not to exceed the highest lawful rate) shall be added to the Assessment and shall be due and payable on demand. Interest will continue to accrue until the Assessment is paid in full.

(c) The Association may bring legal action against the Owner personally obligated to pay the same or foreclose its lien against the Unit Estate to which it relates or pursue both such courses at the same time or successively. In any event, the Association shall be entitled also to recover reasonable attorney's fees actually incurred and all other costs of collection. Each Owner, by his acceptance of a deed or other

conveyance to a Unit, vests in the Association or its agent the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding at law or in equity. The Association shall have the power to bid on the Unit at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may be relieved from liability from the Assessment provided for herein by abandonment of his Unit or otherwise.

(d) During any period in which an Owner shall be in default in the payment of any Annual or Special Assessment levied by the Association, the voting rights of the Owner and the rights of the Owner and lessees of the Owner, their families, invitees and guests, to use and enjoy the Common Area, except for ingress and egress to the Owner's Unit, may be suspended by the Board of Directors until such time as the Assessment has been paid.

#### Section 4.6. Subordination of the Charges and Liens to Mortgages.

(a) The lien and permanent charge for the Assessments (together with late charges, interest, fees and costs of collection) authorized herein with respect to any Unit is hereby made subordinate to the lien of any mortgagee or his assigns placed on such Unit Estate if, but only if, all such Assessments with respect to such Unit Estate having a due date on or prior to the date such mortgage is filed for record have been paid. The lien and permanent charge hereby subordinated is only such lien and charge as relates to Assessments authorized hereunder having a due date subsequent to the date such mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the Owner of the mortgaged Unit Estate of his personal obligation to pay all Assessments coming due at a time when he is the Owner; shall not relieve such Unit Estate from the lien and permanent charge provided for herein (except as to the extent the subordinated lien and permanent charge is extinguished against a mortgagee or such mortgagee's assignee or transferee by foreclosure); and no sale or transfer of such Unit Estate to the mortgagee or to any other person pursuant to a foreclosure sale shall relieve any previous Owner from liability for any Assessment coming due before such sale or transfer.

Section 4.7 Reserves The Board of Directors shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Common Area and Limited Common Area. The Board of Directors shall include amounts needed to maintain an adequate reserve fund in its estimation of the Common Expenses for each fiscal year and shall cause deposits to the reserve fund to be made in connection with the collection of the Annual Assessment.

### ARTICLE V

#### Insurance and Casualty Losses

##### Section 5.1 Hazard Insurance

(a) The Association shall obtain, maintain and pay the premiums, as a Common Expense, upon a master" or "blanket" type policy or policies of property insurance covering the entire Project, except (i) land, foundation, excavation, or other items normally excluded from coverage; (ii) all improvements and betterments made to Units by Owners at their expense; and (iii) personal property of Owners and lessees of Owners, their families, invitees and guests. such coverage shall also insure supplies, equipment and other personal property of the Association and fixtures, equipment and other personal property inside Units which are transferred as a part of the Unit. All policies of property insurance shall be single entity condominium Insurance coverage. The master insurance policy shall afford, at a minimum, protection against loss or damage by fire and other perils normally covered by standard extended coverage endorsements; and all other perils which are customarily covered with respect to condominium projects similar in construction, location and use, including all perils normally covered by a standard "all risk" endorsement, where such is available. The policy shall be in an amount equal to 100 per cent of the current replacement cost of the Project, exclusive of land, foundations, excavation, and other items normally excluded from coverage; and "agreed value" and "inflation guard" endorsements shall also be obtained, if available. A "deductible amount" not to exceed amounts permitted in applicable provisions of the Federal National Mortgage Association Lending Guide may be Included at the discretion of the Board of Directors if a material savings in premium cost results therefrom, but the deductible amount shall be considered a Common Expense and borne by the Association regardless of the number of Owners directly affected by the loss.

(b) The Board of Directors shall cause to be conducted an annual insurance review for the purpose of determining the full insurable value of the entire Project, including all buildings, Units, Limited Common Areas and the Common Areas without respect to the depreciation of improvements on the Land (with the exception of improvements and betterments by the respective Owners at their expense) by one or more qualified persons. The information obtained from this review shall be utilized in connection with satisfaction of the insurance required hereof.

(c) The name of the insured under the master policy shall be substantially as follows: Woodlands of Clemson Condominium Association, Inc. for the use and benefit of the Individual Owners of Units in Woodlands of Clemson Horizontal Property Regime." Loss payable provisions shall be in favor of the Association and the Trustee, as a trustee for each Owner, and each such Owner's mortgagee as the interests of such parties may appear.

Each Owner and his respective mortgagee, if any, shall be beneficiaries of the policy in a percentage equal to the Percentage Interest attributable to the Unit owned by such Owner. All policies shall contain a standard mortgagee clause, or equivalent endorsement (without contribution), which is commonly accepted by private Institutional mortgage investors in Pickens County, South Carolina, and which appropriately names all mortgagees or their servicers In such form as requested by such mortgagees or their servicers.

(d) All policies shall be written with a company licensed to do business in the state of South Carolina, holding a general policyholder rating of "A" or better by Bests Insurance Reports and in a financial category of Class VI or better in Bests Key Rating Guide. Policies are unacceptable where (i) under the terms of the insurance carrier s charter, bylaws or policy, contributions or assessments may be made against the Association, Owners, mortgagees or the designees of mortgagees; (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's Board of Directors, policy holders or members; or (iii) the policy includes any limiting clause (other than insurance conditions) which could prevent mortgagees or Owners from collecting Insurance proceeds. Policies may not be cancelable or substantially modified without at least ten (10) days prior written notice to the

Association and each mortgagee which is listed as a scheduled holder of a first mortgage in the insurance policy. Policies also shall contain a "special condominium endorsement" or its equivalent which provides for the following: recognition of any insurance trust agreement; a waiver of the rights of subrogation against Owners individually the insurance is not prejudiced by any act or omission or negligence of individual Owners which is not in the control of such Owners collectively; and the policy is primary in the event the Owner has other insurance covering the same loss.

(e) The Association shall provide copies of all policies to Owners and/or mortgagees requesting the same for a charge not to exceed reasonable copying costs. In addition, the Association shall cause to be provided evidence of insurance forms which provide the following: a minimum of ten (10) days notice to each Mortgagee which is listed as a scheduled holder of a first mortgage in the insurance policy prior to cancellation, non-renewal or any change adverse, to the interests of the mortgagee: the amount of types of coverage afforded: indicate by descriptive name any special endorsements made a part of the master policy: and be executed by an authorized company representative.

(f) Each Owner may obtain additional insurance at his own expense; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all the Owners and their mortgagees, may realize under any insurance policy which the Association may have in force on the Project at any particular time. Any Owner who obtains an individual insurance policy covering any portion of the Project, other than the personal property belonging to such Owner, shall file a copy of such policy with the Association within thirty (30) days after purchasing such insurance. Each Owner at his own expense may obtain on his Unit or the contents thereof, title insurance, homeowner's liability insurance, theft and other insurance covering improvements, betterments and personal property damaged and lost. Each Owner shall be required to notify the Association of all improvements made by such Owner to his Unit, the value of which exceeds \$1,000.00.

Section 5.2. Flood Insurance. If any part of the improvements located in the Project is in a special flood hazard area, the Association shall obtain, maintain and pay the premiums, as a Common Expense, upon a "master" or "blanket" type policy of flood insurance made available under the National Flood Insurance Program covering the Project for so much thereof as may be covered under the available policies of insurance. Coverage of such policy shall not be less than the lesser of (i) the maximum coverage available under the National Flood Insurance Program for all buildings and other insurable property: or (ii) 100 per cent of the current "replacement cost" of all such buildings and other insurable property. Such policy shall be in a form which meets the criteria set forth in the most current guidelines on the subject issued by the Federal Insurance Administrator.

Section 5.3. Liability Insurance. The Association shall obtain, maintain and pay the premiums, as a Common Expense, upon a policy of comprehensive general liability insurance coverage covering at a minimum all of the Common Area and Limited Common Area. Coverage limits shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location and use to the Project: provided, however, that such coverage shall be for at least \$1,000,000.00 for bodily injury, including death of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability to the insured for property damage, bodily injury and death of persons in connection with the operation, maintenance and use of the Common Area, and legal liability arising out of Workmen's Compensation laws. All mortgagees, upon written request, may be listed as scheduled holders of first mortgages in the insurance policy. Such policy must provide that it is not cancelable or substantially modifiable, by any party, without at least ten (10)

days prior written notice to the Association and each party listed as a scheduled holder of a mortgage in the insurance policy.

**Section 5.4. Fidelity Bonds.** The Association shall obtain, maintain and pay the premiums, as a Common Expense, upon a blanket fidelity bond for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds belonging to or administered by the Association: provided, however, that the professional management company assisting with the administration of the Regime shall be responsible to provide its own blanket fidelity bond which meets the requirements of this Section 5.4. The total amount of the fidelity bond coverage required shall be based upon the best business judgment of the Board of Directors and shall not be less than the estimated maximum funds, including reserve funds, in the custody of the Association or the professional management company, as the case may be, at any given time during the term of each bond, provided, however, that in no event shall the aggregate amount of such bonds be less than the sum equal to 3/12ths of the Annual Assessment plus reserve funds. Fidelity bonds shall meet the following requirements: the Association shall be named as an obligee; the bonds shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expression: and the bond shall provide that it may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to the Association and all mortgagees who have requested notice of any cancellation or substantial modification of the bond, and each servicer that services a Federal National Mortgage Association owned mortgage in the Project.

**Section 5.5. Authority to Adjust Loss.** The exclusive authority to negotiate, settle and otherwise deal in all respects with Insurers and adjust all losses under policies provided for herein shall be vested in the Board of Directors or its duly authorized agent for the benefit of all Owners and mortgagees; provided, however, that all Owners and mortgagees having an interest in such loss shall be advised in advance of all actions anticipated to be taken of a material nature related to the adjustment of the loss. Each Owner, in accepting a deed to a Unit, expressly appoints the directors, and each of them, his due and lawful attorneys-in-fact, with full power of substitution, to act on behalf of the Owner as fully as the Owner could act in person on all matters related to the authority granted in this Section 5.5., including executing all documents required in connection therewith on behalf of the Owner.

**Section 5.6 Trustee.**

(a) The Board of Directors shall from time to time designate a Trustee who shall serve the Association and the Owners and their mortgagees (as their interests may appear) as provided herein. The Trustee shall be entitled to receive reasonable compensation for services rendered which shall be a Common Expense of the Association.

(b) All insurance policies obtained by the Association shall be deposited with the Trustee. The insurance policies shall name the Association and the Trustee as loss payees. Immediately upon the Receipt by the Association of any insurance proceeds, the Association shall endorse the instrument by means of which such proceeds are paid and deliver the instrument to the Trustee. The Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. Nor shall the Trustee have any obligation to inspect the Project to determine whether a loss has been sustained or to file any claim or claims against any insurer or any other person.

(c) Among other things, the duties of the Trustee shall be to receive proceeds delivered to it, hold such proceeds in trust for the benefit of the Owners and their mortgagees, and disburse the proceeds as hereinafter provided.

(d) Proceeds of insurance policies received by the Trustee shall be disbursed as follows:

(I) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purposes, shall be disbursed in payment for such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs shall be paid to the Association for the benefit of all Owners and their mortgagees, if any.

(II) If it is determined, as provided in Section 5.7, that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed to such persons as therein provided.

(III) Any and all disbursements of funds by the Trustee for any purpose whatsoever shall be made pursuant to and in accordance with a certificate of the Association signed by the President and attested by the Secretary directing the Trustee to make the disbursements.

(IV) If the damage or destruction is to the Common Area and/or to the Limited Common Area, and is to be repaired or reconstructed, said certificate shall also be signed by or on behalf of the mortgagee known by the Trustee from the records of the Association to have the largest interest in or lien upon such Common Area and/or Limited Common Area. If the damage or destruction is to one or more Units and is to be repaired or reconstructed, said certificate shall also be signed by the mortgagee or mortgagees having an interest in or lien upon such Unit or Units: provided, however, that all mortgagees requested to sign certificates shall be obligated to execute the same so long as repair or reconstruction or rebuilding is progressing in a reasonable manner. The Trustee shall not incur liability to any Owner, mortgagee or other person for any disbursements made by it pursuant to and in accordance with any such certificates or written authorizations.

#### Section 5.7 Damage and Destruction.

(a) Immediately after all or any part of the Project covered by insurance is damaged or destroyed by fire or other casualty, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section 5.7., means repairing or restoring the damaged property to substantially the same condition in which it existed immediately prior to the fire or other casualty, with each Unit, the Common Area and the Limited Common Area having the same vertical and horizontal boundaries as before.

(b) Any such damage or destruction to the Project shall be repaired unless all the Owners unanimously agree in writing not to repair, reconstruct or rebuild in accordance with the provisions of the Act: provided, however, that any such damage which requires the reconstruction of the whole or more than two-thirds (2/3) of the Units as defined herein, shall not be compulsory unless all the Owners unanimously agreed in writing to repair, reconstruct or rebuild. If not reconstructed, the indemnity shall be delivered in accordance with the provisions of Paragraph (c) of this Section 5.7 Except as otherwise provided, any such damage or destruction which renders any Unit untenable or uninhabitable, or any such damage or destruction to the Common Area or Limited Common Area, shall be repaired and reconstructed as promptly as practicable. No mortgagee shall have any right to participate in the determination as to whether the damage or destruction shall be repaired, reconstructed or rebuilt.

(c) In the event that it is determined by the Association in the manner prescribed above that the damage or destruction shall not be repaired, reconstructed or rebuilt, then and in that event:



- (I) The Project shall be deemed to be owned by the Owners as tenants in common.
- (II) The undivided Interest in the Project of each Owner shall be a percentage equal to the Percentage Interest appurtenant to the Unit theretofore owned by the Owner.
- (III) All liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owners of the respective Units.
- (IV) The Project shall be subject to an action for partition at the instance of any Owner, in which event the net proceeds of the sale shall be deposited with the Trustee.
- (V) The Association shall proceed to satisfy all of its liabilities and convert all of its assets to cash which shall be deposited with the Trustee.
- (VI) The proceeds from the sale of the Project, the liquidation of the assets of the Association and the Insurance proceeds related to the damage or destruction to the Project shall be considered one fund which, after paying the reasonable expenses of the Trustee, shall be distributed to all the Owners and their respective mortgagees as their interests may appear in percentages equal to the respective undivided interest in the Project of said Owners. Distributions to such Owners and their mortgagees shall be made pursuant to certificates provided for in Section 5.6.

**Section 5.8 Insufficient Proceeds to Repair.**

(a) If the damage or destruction for which the insurance proceeds are paid to the Trustee is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall levy a Special Assessment against the Owners of damaged or affected Units in sufficient amounts to provide funds to pay such excess costs of repair or reconstruction. Additional Special Assessments may be made at any time during or following the completion of my repair or reconstruction. That portion of such Assessments levied against each Owner shall be equal to that percentage computed by dividing the Percentage Interest appurtenant to such Owner's Unit by the aggregate Percentage Interests appurtenant to all Units damaged or affected.

(b) Any and all sums paid to the Association under and by virtue of those Special Assessments provided for in Paragraph (a) of this Section shall be deposited by the Association with the Trustee. Such proceeds from insurance and Assessments, if any, received by the Trustee shall be disbursed as provided in Section 5.6.

**ARTICLE VI**

**Condemnation**

Section 6.1. General. Whenever all or any part of the Project shall be taken by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof; provided, however, that the exclusive right to negotiate, settle and otherwise deal in all respects with the condemning authority as to the taking of the Common Area and Limited Common Area shall be vested in the Board of Directors or its duly authorized agent on behalf of the Association. Each Owner, in accepting a deed to a Unit, expressly appoints the directors, and each of them, his due and lawful attorneys-in-fact, with full power of substitution, to act on behalf of the Owner as fully as the Owner could act in person in all matters related to the authority granted in this Section 6.1., including executing all documents required in connection therewith on behalf of the Owner. The award made for such taking

shall be payable to the Trustee. Unless otherwise required by law at the time of such taking, any award made therefor shall be disbursed by the Trustee, as hereinafter provided in this Article VI.

Section 6.2. Non Essential Areas. If the taking does not include any portion of any Unit or any portion of the Common Area or Limited Common Area essential to the continued occupancy of any Unit, then the Board of Directors shall be permitted to replace any non-essential improvements to the extent deemed appropriate and the Trustee shall disburse the proceeds of such awards in the same manner as hereinabove provided for and in connection with the repair, reconstruction or rebuilding of improvements after damage or destruction, with all excess proceeds to be distributed to the Association.

Section 6.3. Essential Areas. If the taking includes any portion of a Unit, or the Common Area or Limited Common Area essential to the use of any Unit, then the award shall be disbursed, and all related matters, including, without limitation, alteration of the Percentage Interests appurtenant to each Unit, shall be handled by the Board of Directors in a just and equitable manner to all Owners; provided, however, that all action of the Board of Directors shall be pursuant to and in accordance with a plan approved by Owners representing at least sixty-seven (67%) per cent of the Total Percentage Interests in a duly recorded amendment to this Master Deed. In the event that such an amendment shall not be recorded within 90 days after the taking, then such taking shall be deemed to be and shall be treated as damage or destruction which shall not be repaired or reconstructed as provided for in Section 5.7., whereupon the Regime shall be deemed terminated in the manner therein prescribed.

## ARTICLE VII

### Architectural Control

Section 7.1. Approval Required for Changes. To preserve the original architectural appearance of the Project, after the purchase of a Unit from the Developer, its successors or assigns, no exterior construction (except such construction performed by the Developer) of any nature whatsoever, except as specified in the Regime Documents, shall be commenced or maintained upon any building, including without limitation, the Limited Common Area, nor shall there be any change, modification or alteration (except such changes, modifications or alterations performed by the Developer) of any nature whatsoever of the design and appearance of any of the exterior surfaces, or facades, nor shall any Owner paint any gate, fence or roof, nor shall any Owner change the design, or color of the exterior lights, nor shall any Owner install, erect or attach to any part of the exterior any addition or change until after the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of exterior design, color and location in relation to the surrounding structures by the Board of Directors.

## ARTICLE VIII

### Exterior Maintenance

Section 8.1. Responsibility of Association. Except as specifically provided to the contrary herein, the Association shall maintain the Common Area and Limited Common Area in first class condition; and shall repair or replace, at its expense, all parts of the Common Area and Limited Common Area as necessary. The cost of such shall be charged to the Owners as a Common Expense subject to the provisions of Section 8.3.

Section 8.2. Access to Units. The Association shall have the irrevocable right, to be exercised by the Board of Directors or its agent, to have access to each Unit from time to time during reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Area therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Area, Limited Common Area or to other Units.

Section 8.3. Responsibility of Owner. In the event that the Board of Directors should determine that the need for maintenance or repairs by the Association as provided for in this Article VIII is caused through the willful or negligent act of an Owner or the lessee of an Owner, their families, invitees or guests, the cost of which is not covered or paid for by insurance, then the cost, both direct and indirect, of such maintenance or repairs shall be added to and become a part of the Assessment to which such Owner and his Unit are subject. Each Owner shall maintain, repair or replace at his own expense all portions of his Unit which may become in need thereof, including the hot water heater and heating, ventilation and air-conditioning system for such Unit, all bathroom and kitchen fixtures and appliances, light fixtures, interior non-loadbearing walls, carpeting, drapes, windows, screens and other items within the Unit. Further, each Owner shall, at his own expense, maintain, repair, and replace, when necessary, that portion of the heating, ventilation and air conditioning system servicing his Unit which is located outside his Unit, the deck/patio, screened porch and storage area for such Unit, and all doors and windows for such Unit; and each Owner shall, at his own expense, keep the Limited Common Area to which his Unit has exclusive access and to which he has exclusive use clean and neat. If the Owner does not make those repairs to be made by him within thirty (30) days from the date of receipt of written demand from the Association, the same may be repaired by the Association and the cost thereof shall be assessed against the Owner and Unit owned by such Owner.

## ARTICLE IX

### Unit Restriction

Section 9.1. Residential Purposes. All Units shall be, and the same hereby are, restricted exclusively to residential use. No immoral, improper, offensive or unlawful use shall be made of any Unit and no use or condition shall be permitted which is a source of unreasonable noise or interference with the peaceful possession and quiet enjoyment of any other portion of the Project by other Owners or lessees of Owners, their families, invitees and guests. All Units shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate. No fire hazard shall be allowed to exist and no use or condition shall be permitted which will increase any rate of insurance related to the Project. In addition, all Owners and lessees of Owners, their families, invitees and guests shall abide by all Rules and Regulations in effect from time to time governing the use of Units.

Section 9.2. Construction and Sale Period. Anything contained herein to the contrary notwithstanding, it shall be permissible for the Developer to maintain, during the period of construction and sale of Units, upon such portion of the Project as the Developer may deem necessary, such facilities as in the sole opinion of the Developer may be reasonably required, convenient or incidental to the construction and sale of Units, including, but without limitation, business offices, storage areas, signs, model units and, sales offices.

Section 9.3. Animals and Pets. No bird, animal or pet shall be kept or harbored in the Project unless the same in each instance be expressly permitted in writing by the Board of Directors. In no event shall dogs or cats be permitted in any of the public portions of the Project unless carried or on a leash. The Owner

shall indemnify the Association and the Board of Directors and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Project.

Section 9.4 Exterior Antennas. No exterior television or radio antennas shall be placed on any portion of the Project without prior written approval of the Board of Directors.

Section 9.5 Leasing of Units. Any Owner shall have the right to lease or rent his Unit. All leases or rental agreements shall be in writing and shall be specifically subject to the Regime Documents. No Unit may be leased or rented for a period of less than thirty (30) days.

## ARTICLE X

### Easements

Section 10.1. Encroachments. If any portion of the Common Area and/or Limited Common Area encroaches upon any Unit or any Unit encroaches upon any other Unit or upon any portion of the Common Area and/or Limited Common Area as a result of settling or shifting of a building, an easement shall exist for the encroachment and for the maintenance of the same so long as the building stands. If any building, any Unit, any adjoining part of the Common Area and/or Limited Common Area shall be partially or totally destroyed as a result of fire or other casualty or as a result of eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Area and/or Limited Common Area upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Area and/or Limited Common Area due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the subject building shall stand.

Section 10.2. Utilities, etc. There is hereby granted a blanket easement upon, across, over and under all the Project for ingress, egress, installation, replacing, repairing, and maintaining a master television antenna system and all utilities, including, but not limited to, water, gas, sewers, cable television, telephones and electricity, such easements grant to appropriate utility companies the right to erect and maintain the necessary poles and other necessary equipment on the Project and to affix and maintain utility wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Units. In addition, the Board of Directors shall be entitled to grant additional permits, licenses and easements over the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Project.

Section 10.3. Other. There is hereby granted to the Association, its directors, officers, agents and employees and to any manager employed by the Association and to all policemen, firemen, ambulance personnel, and all similar emergency personnel, an easement to enter and right of entry upon the Project or any part thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights under this section 10.3 shall be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to the Owner or Owners affected thereby.

Section 10.4. Authority to Grant Easements. The Association has the authority to execute, acknowledge, deliver, and record on behalf of the Unit Owners, easements, rights-of-way, licenses and similar interests effecting the general Common Areas.

Section 10.5 Reservation of Easements by Developer. The Developer reserves:

(1) non-exclusive, perpetual easements and rights-of-way in common with others for access, ingress and egress, on foot or by vehicle of any kind, and for all purposes over the Common Areas; and

(2) non-exclusive, perpetual easements and rights-of-way for the construction of additional improvements and for the installation, maintenance and use of water, sewer, electrical, drainage, surface water run-off, cable television, telephone lines, and other utilities and facilities, on, over and along the Common Areas; and

(3) non-exclusive, perpetual easements and rights-of-way to connect with and make use of, and the right, but not the obligation, to maintain, repair and replace, all utility lines, pipes, conduits and facilities in connection therewith located on, over and along the Common Areas: and

(4) non-exclusive, perpetual easements and rights-of-way to use the common areas in common with others for the purpose for which they are intended; and

(5) Developer is the owner of a well, pump house and fixtures to provide landscape irrigation to the Common Areas and the owner of the street lights and posts contained within the Common Areas, with these improvements not being conveyed to the Association or the unit owners by recordation of this Master Deed. Developer reserves the ownership of such improvements and a non-exclusive, perpetual easement for the purpose of , from time to time, constructing, operating, repairing, maintaining and servicing the existing well, pump house, street lamps and posts, together with the necessary and convenient fixtures and appliances, over, across, under and through the Common Areas.

In addition, Developer may maintain, during the period of construction and sale of the Units, upon such portion of the Project as the Developer may deem necessary, such facilities as in the sole opinion of the Developer may be reasonably required, convenient or incidental to the construction and sale of Units, including, but without limitation, business offices, storage areas, signs, model units and sales offices.

The foregoing reserved easements shall run with the land, have a terminus on adjoining property of Developer, are appurtenant to adjoining land of Developer, and are essential and necessary to the enjoyment of Developers adjoining property.

## ARTICLE XI

### Assigned Value and Unit Vote

Section 11.1. Unit and Property Values. The schedule of Percentage Interests contained in Exhibit F attached hereto shows the assigned value of each Unit as of the date of this Master Deed and the Percentage Interest appurtenant to such Unit for all purposes. The value of the Project is equal to the total value of all Units, which includes the value of the appurtenant Percentage Interests in the Common Area and Limited Common Area.

Section 11.2. Unit Votes. Owners shall be entitled to a vote in the Association and for all other purposes herein equivalent to the Percentage Interest appurtenant to their respective Units.

**ARTICLE XII**Rights Related to Mortgagees

Section 12.1. Notice of Action. Upon written request to the Association from any first mortgage holder ("Eligible Mortgage Holder") or any insurer or government guarantor of a first mortgage ("Eligible Insurer/Guarantor"), identifying the name and address of the holder, insurer or guarantor and the Unit Estate number or address, such Eligible Mortgage Holder or Eligible Insurer/Guarantor shall be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects any material portion of the Project or any Unit Estate on which there is a first mortgage held, insured or guaranDeed by such Eligible Mortgage Holder or Eligible Insurer/Guarantor, as applicable:

(b) any delinquency in the payment of Assessments or other charges owed by any Owner of a Unit Estate subject to a first mortgage held, insured or guaranDeed by such Eligible Holder or Eligible Insurer/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; or

(d) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as r specified in section 12.2 hereafter.

Section 12.2. Special Voting Rights of Eligible Mortgage Holders. To the extent permitted by the Act, any action with respect to the Regime, including, but not limited to, amendment of the Regime Documents, restoration or repair of the Project after partial or total condemnation or casualty loss, or termination of the legal status of the Regime under the Act, requiring the vote of the Owners shall also require the consent of the Eligible Mortgage Holders holding mortgages on Unit Estates which represent at least fifty-one (51%) per cent of the aggregate Percentage Interests of Unit Estates subject to liens of mortgages of Eligible Mortgage Holders; provided, however, that in the case of termination of the legal status of the Regime not made as a result of destruction, damage, or condemnation, the applicable percentage shall be sixty-seven (67%) per cent instead of fifty-one (51%) per cent.

Section 12.3. Failure to Provide Negative Response. For purposes of section 12.2 hereinabove, an Eligible Mortgage Holder who receives a written request to approve action of the Owners in accordance with section 12.2 shall be deemed to have consented to such action unless the Eligible Mortgage Holder provides a negative written response to the Association within 30 days of the date of receipt by the Eligible Mortgage Holder of the written request.

**ARTICLE XIII**General Provisions

Section 13.1. Adherence to Provisions of Master Deed Bylaws and Rules and Regulations. Every Owner who rents his Unit must post inside his Unit a list of the Rules and Regulations of the Association. Any rental agency handling his rentals must further agree to abide by the Rules and Regulations and shall be responsible for informing and correcting any breaches of the policies by persons renting through its agency. Should a particular agency or person continue not to take corrective action against the renters he

has contracted with, or refuse to cooperate with the Association in the enforcement of its Rules and Regulations along with provisions of the Regime Documents, the Association may require the Owner to cease using the services of that particular rental agency. Refusal to do so may result in fines against the Owner in an amount to be determined by the Board of Directors.

Section 13.2. Amendment. Amendments to this Master Deed, except as herein expressly provided to the contrary, shall be proposed by the Board of Directors or by any member of the Association in accordance with the following procedure:

(a) Notice. Notice of the subject matter of the proposed amendment or amendments shall be included in the notice of the meeting of the Association at which such proposed amendment or amendments are to be considered;

(b) Adoption. The Master Deed may be amended at any time and from time to time at a meeting of the Association called in accordance with the Bylaws and this Master Deed upon the vote of Owners representing at least sixty-seven (67%) per cent of the Total Percentage Interests; provided, however, that if the Association shall vote to amend the Bylaws in any respect, such amendment shall be set forth in an amendment to this Master Deed and shall be valid only when approved by a vote of Owners representing at least sixty-seven (67%) per cent of the Total Percentage Interests:

(c) Recording. A copy of each amendment provided for in this Section 13.2 shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective when recorded.

Section 13.3. Termination. The Regime may be terminated and the Project removed from the provisions of the Act in the following manner:

(a) Agreement. All of the Owners may remove the Project from the provisions of the Act by an instrument to that effect, duly recorded;

(b) Destruction. In the event it is determined in the manner provided in Section 5.7 that the Project shall not be repaired or reconstructed after casualty, the Regime will be terminated and the Regime Documents revoked. The determination not to repair or reconstruct after casualty shall be evidenced by a certificate of the Association certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded;

(c) Condemnation. In the event that any part of a Unit, or the Limited Common Area or Common Area essential to the use of any Unit shall be taken by an authority having the power of eminent domain and the consent of Owners representing at least sixty-seven (67%) per cent of the Total Percentage Interest as provided in Section 6.3 to a plan for continuation of the Regime shall not be expressed in an amendment to this Master Deed duly recorded within ninety (90) days after such taking, the Regime shall be terminated and the Regime Documents revoked. Such taking shall be evidenced by a certificate of the Association certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded.

Section 13.4. Covenants Running With the Land. All provisions of this Master Deed shall be construed to be covenants running with the land, and with every part thereof and interest therein, including, but not limited to every Unit and the appurtenances thereto; and each and every provision of this Master Deed shall bind and inure to the benefit of all Owners and claimants of the Project or any part thereof or interest therein, and their heirs, executors, administrators, successors and assigns.

Section 13.5. Enforcement. Each Owner shall comply strictly with the Bylaws and with the Rules and Regulations of the Association, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Master Deed and in the deed to his Unit. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the Board of Directors on behalf of the Association or by any aggrieved Owner. In addition, the rights of any Owner or lessee of an Owner, their families, invitees or guests to use and to enjoy the Common Area and Limited Common Area may be suspended by the Board of Directors for continued violation of the Rules and Regulations. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 13.6. Severability. Invalidation of any covenant, condition, restriction or the Rules and Regulations of this provision of this Master Deed, the Bylaws or the Rules and Regulations shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

Section 13.7. Perpetuities and Restraints on Alienation. If any of the covenants, conditions, restrictions or other provisions of this Master Deed shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of George W. Bush, President of the United States, or William Jefferson Clinton, former President of the United States.

Section 13.8. Gender or Grammar. The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed. In addition, the use of the terms "herein" or "hereof" shall mean this Master Deed and not merely the Article, Section or Paragraph in which such term is utilized.

Section 13.9. Headings. All Article and Section headings are utilized merely for convenience and shall not limit or enlarge the application of the respective Articles or Sections.

Section 13.10. Powers of Attorney. All powers of attorney for which provisions have been made in this Master Deed are special limited powers coupled with an interest and irrevocable.

ARTICLE XIV

Exhibits

Section 15.1. Exhibits Attached. The following Exhibits are attached hereto and incorporated verbatim in this Master Deed by reference as fully as if set forth herein.

Description	Identification
Legal Description of the Land	A
Site Plan and Plat	B
Floor Plans and Elevations	C
Description of Limited Common Area	D
Description of Unit Boundaries	E
Schedule of Assigned Values and Percentage Interests	F
Declaration for Incorporation of Association	G
Bylaws of the Association	H



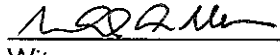
IN WITNESS WHEREOF, the duly authorized members of Developer has caused this Master Deed to be executed this 8<sup>th</sup> day of July, 2005.

**WOODLANDS OF CLEMSON, L.L.C.**

By:  (Seal)  
DAVID R. MULKEY, Member

By:  (Seal)  
THOMAS W. SCOTT, III, Member

  
Witness

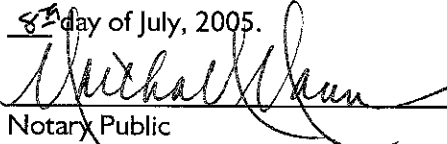
  
Witness

PROBATE:  
STATE OF GEORGIA  
COUNTY OF CLARKE

Personally appeared before me the undersigned witness who, being duly sworn, deposed and said that (s)he saw the undersigned members (and each member if more than one) sign, seal and deliver the foregoing Master Deed and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

 (Seal)

Sworn to and subscribed before me this  
8<sup>th</sup> day of July, 2005.

  
Notary Public  
My commission expires:

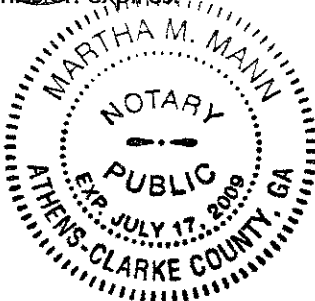


EXHIBIT A  
Legal Description

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Pickens, in the city limits of Clemson, being shown and designated as 12.52 acres, more or less, according to a plat of F & S Surveyors, Engineers & Planners, Inc. dated June 27, 2005, recorded in Deed Book 531, Page 1, to which plat reference is hereby made for a more complete and accurate description.

This being the same property conveyed to Woodlands of Clemson, LLC by three separate deeds as follows:

Deed from David M. Jones recorded 12/23/03 Deed Book 783, page 206; Deed from Brenda S. Doyle and Jerry L. Doyle recorded 12/23/03 in Deed Book 783, page 211; and Deed from Gwendolyn B. Martin recorded 12/23/03 in Deed Book 783, page 213, records of Pickens County, South Carolina.

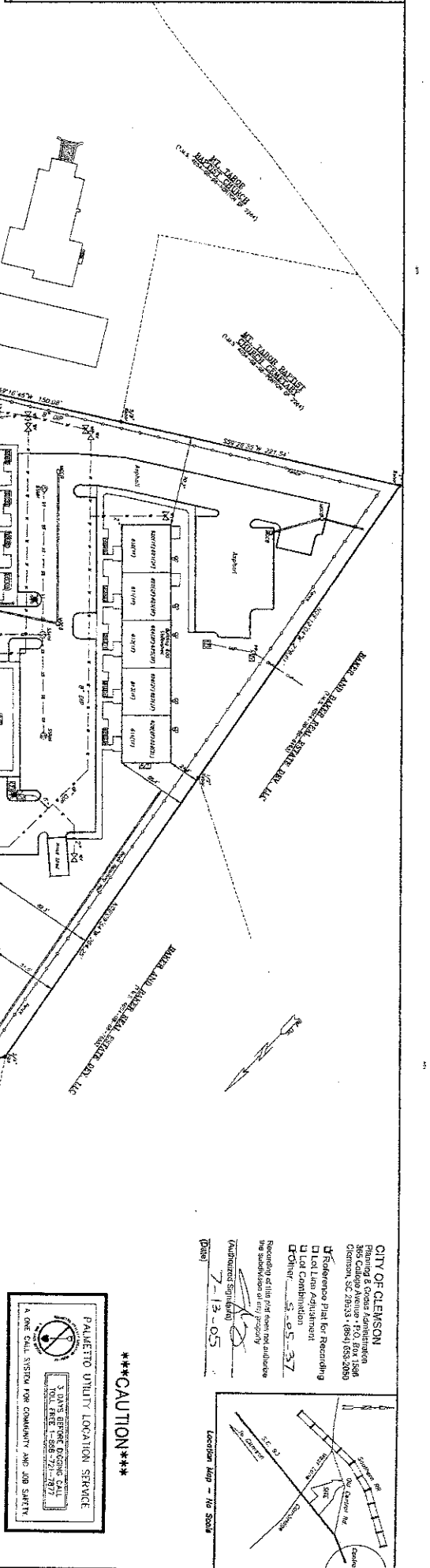
ALSO, an irrevocable easement for storm water drainage and retention on and across a certain tract of property lying and being situate in the State of South Carolina, County of Pickens, within the city limits of Clemson being shown and designated as 4.29 acres, more or less, described on a plat prepared by F & S Surveyors, Engineers & Planners, Inc. dated July 7, 2005, recorded in Plat Book 530 Page 19 to which plat reference is hereby made for a more complete and accurate description.

This being the same property conveyed unto Woodlands of Clemson, LLC by deed from John F. Wyatt dated 6/1/04 and recorded in Deed Book 821, page 12, records of Pickens County, South Carolina.


**EXHIBIT B**

SITE PLAN AND PLAT





**PALMETTO UTILITY LOCATION SERVICE**



**3 DAYS BEFORE DIGGING CALL  
TOLL FREE 1-888-721-7877**

**A ONE CALL SYSTEM FOR COMMUNITY AND JOB SAFETY**

\*\*\*CAUTION\*\*\*

**CITY OF CLEMSON**  
Planning & Codes Administration  
365 College Avenue • P.O. Box 15800  
Clemson, SC 29633 • (856) 656-2066

☒ Reference Plot for Researching  
☐ Lot Line Adjustment  
☐ Lot Combination  
☐ Other: S-25-37

Recording of this plot shows not authorize  
the subdivision in any capacity

(Authorized signature) [Signature]  
(Date) 7-13-05

[illegible]

I hereby state that to the best of my knowledge, information, and belief, the survey shown therein 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 A survey as specified therein; also there are no visible encroachments or projections other than those shown.

UNITED STATES  
THE UNDERGROUND UTILITIES SURVEY HAVE BEEN

DOROTHY B.  
 CARROLL  
 1945

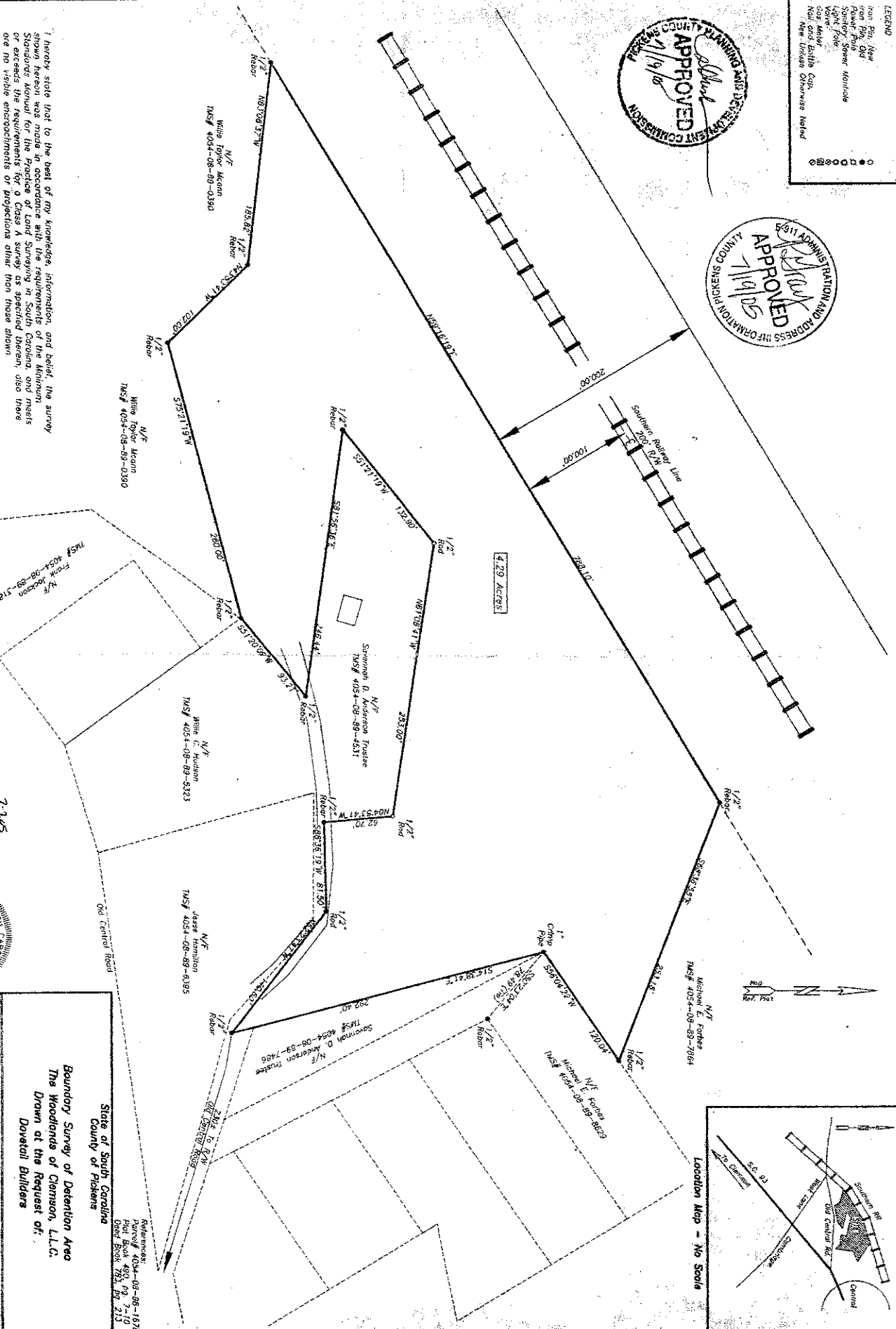
State of South Carolina  
County of Pickens

As Built of The Woodlands of Clemson  
Surveyed at the Request of:

10

LEGEND

- Iron Pin, Iron
- Power Pole
- Survey Stake
- Light Pole
- Corner Mark
- Not and Both Curb
- New Under Otherwise Noted



I hereby state that to the best of my knowledge, information, and belief, the survey shown herein 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 A survey as specified therein, also there are no visible encroachments or projections other than those shown.

Thomas E. Webb, PLS 3124

This survey is subject to any rights of way and easements of record, and any facts which may be disclosed by a full and accurate title search.

This property does not lie in a designated flood hazard area.



Scale 1"=60'

Surveyors & Engineers, Inc.  
211 Society Street  
Anderson, S.C. 29621  
884-228-0980

Boundary Survey of Detention Area  
The Woodlands of Clemson, L.L.C.  
Drawn at the Request of:  
Doreen Builders

State of South Carolina  
County of Pickens

Surveyed by:  
Thomas E. Webb, PLS 3124  
Date: 05-07-05  
Plat Book 400, pg. 7-10  
Deed Book 780, pg. 213

**EXHIBIT C**

FLOOR PLANS AND ELEVATIONS

DWELLING UNIT CERTIFICATION

This is to certify that the Drawings prepared by Armentrout, Roebuck, Matheny Consulting Group, P.C. and GLA-ATL, LLC accurately depict within reasonable tolerances and minor construction changes the layout, dimensions, numbering and relationships to adjacent units and other improvements. These documents are further described as those drawing entitled "Woodlands of Clemson Condominium Buildings and Woodlands of Clemson Student Housing."

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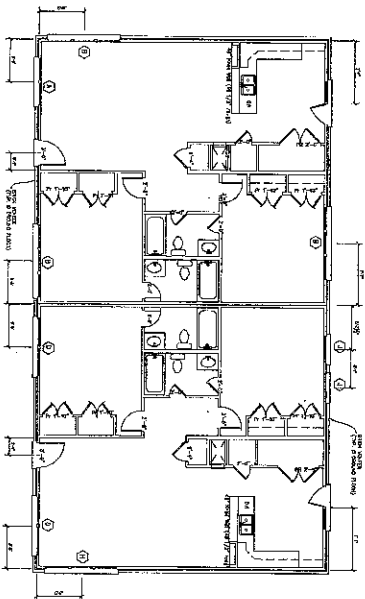
The floor plan shows a long, rectangular building with a central corridor and several rooms on either side. The rooms are numbered 1 through 12. The plan includes dimensions for various sections and rooms. Key areas include a large central hall (1), several smaller rooms (2-12), and service areas (13-15). The plan is oriented with the entrance on the left side.



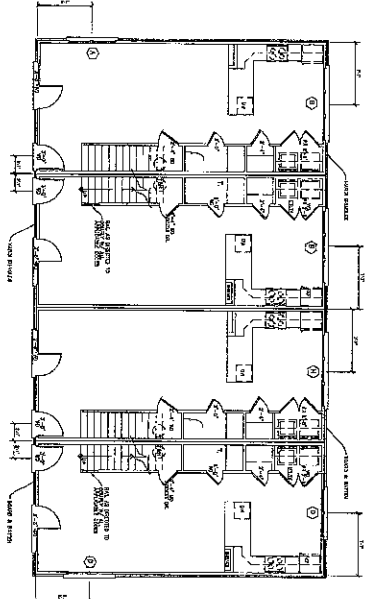


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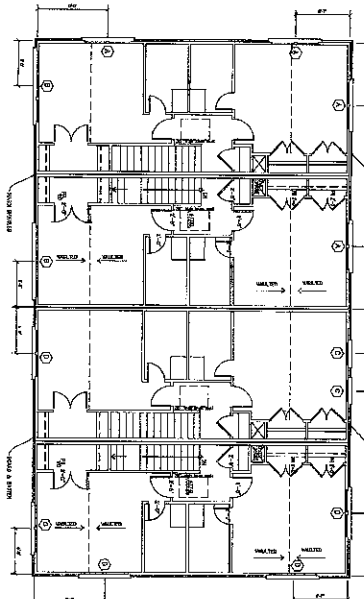
1  
1/8"=1'-0"  
GROUND FLOOR PLAN



2  
1/8"=1'-0"  
SECOND FLOOR PLAN



3  
1/8"=1'-0"  
THIRD FLOOR PLAN



A-3.1

PROJECT 03136

Dovetail Builders, Inc.

THE WOODLANDS of CLEMSON  
Clemson, South Carolina  
BUILDING C  
1/8" FLOOR PLANS



ARMENTROUT • ROEBUCK • MATHENY  
CONSULTING GROUP, P.C.  
ENGINEERS-ARCHITECTS-CONSTRUCTION MANAGERS

CAMDEN, CORPORATE CAMPUS  
335 BROADWAY DRIVE, SUITE 400  
ATLANTA, GEORGIA, USA 30308-2760

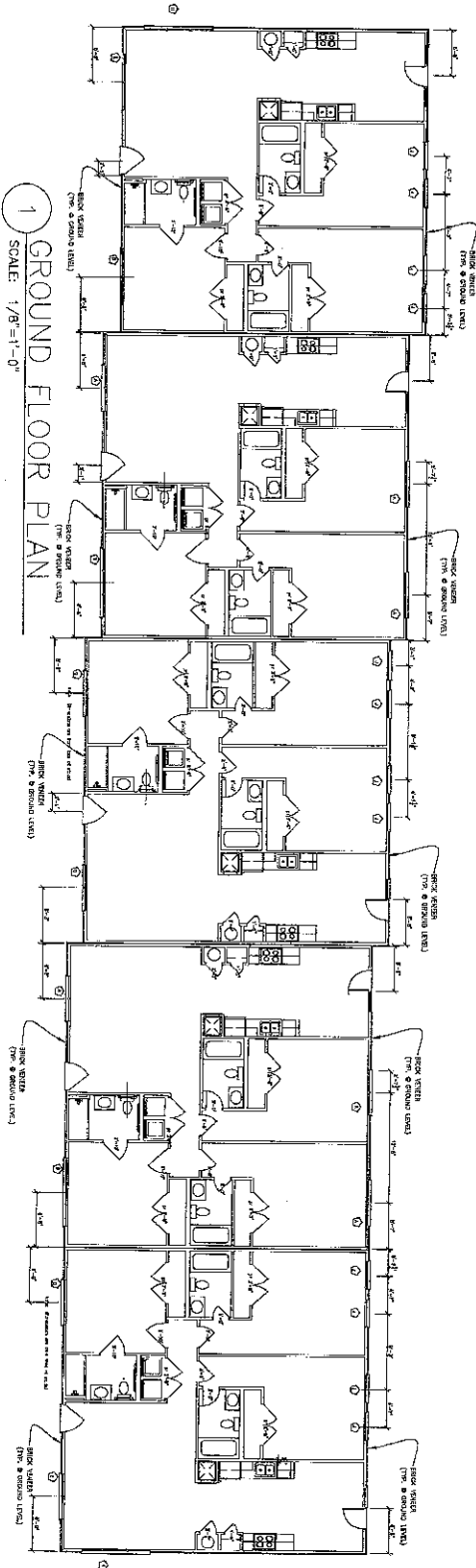
PHONE: (770) 545 8211  
FAX: (770) 545 1814  
http://www.armenrout-roebuck-matheny.com

DESIGNED: DBM  
DRAWN: GPL  
CHECKED: DBM  
APPROVED: DBM  
DRAWING: 03136\_B2

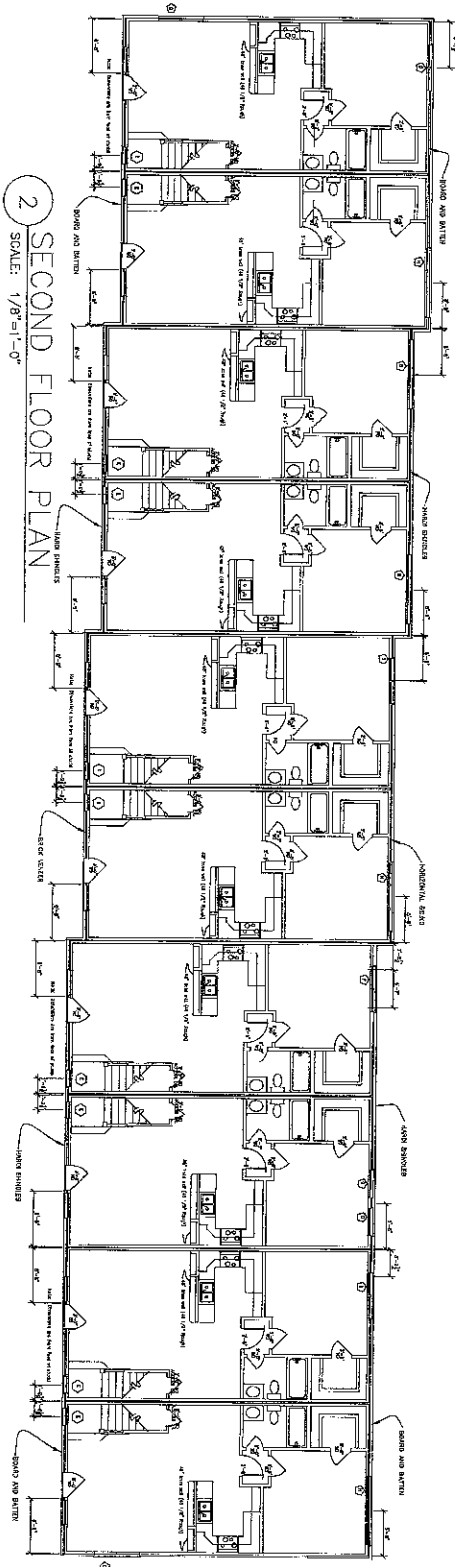
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CONSULTING GROUP, P.C.  
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MANNER WITHOUT THE WRITTEN  
CONSENT OF ARMENTROUT • ROEBUCK • MATHENY  
DATE: OCTOBER 2003

REVISIONS

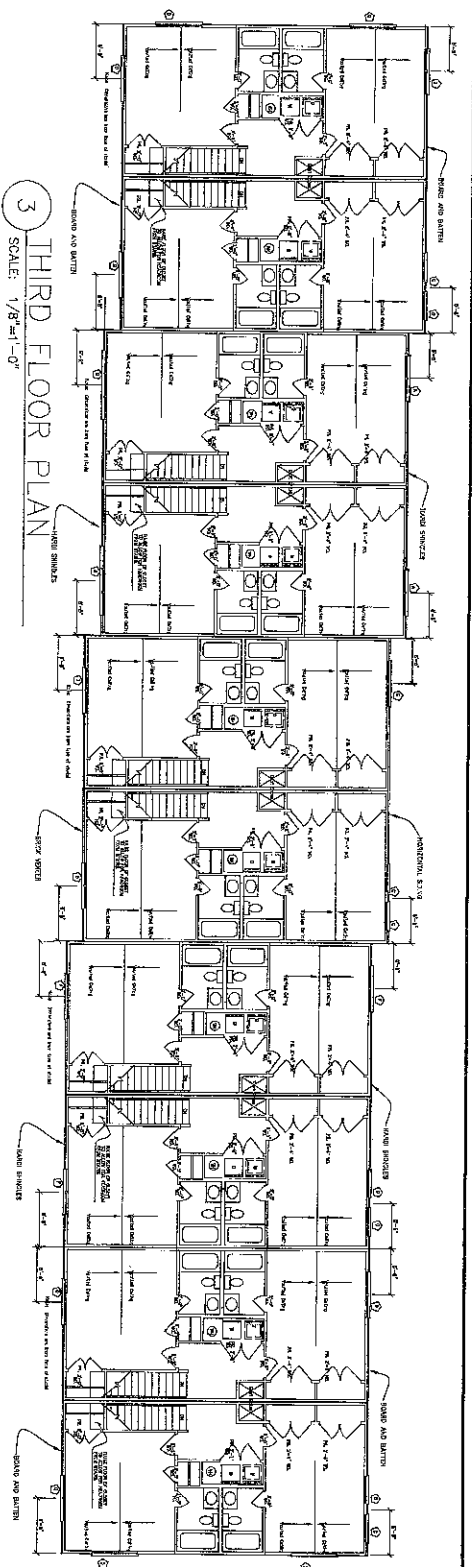
DATE	NO.	BY	DESCRIPTION



1 GROUND FLOOR PLAN (7th & 8th FLOOR)  
SCALE: 1/8"=1'-0"



2 SECOND FLOOR PLAN  
SCALE: 1/8" = 1'-0"



3 THIRD FLOOR PLAN  
SCALE: 1/8" = 1'-0"

A-4.1

PROJECT 03135

Dovetail Builders, Inc.

THE WOODLANDS of CLEMSON  
Clemson, South Carolina  
BUILDING D  
1/8" FLOOR PLANS



**ARMENTROUT • ROEBUCK • MATHENY**  
CONSULTING GROUP, P.C.  
ENGINEERS-ARCHITECTS-CONSTRUCTION MANAGERS

**OSKARBOOK CORPORATE CAMPUS**  
 330 RESEARCH DRIVE, SUITE A240  
 ATLANTA, GEORGIA, USA 30606-2760  
 PHONE: (706) 548 8311  
 FAX: (706) 548 1814  
<http://www.oskarbook.com>

DESIGNED: DYM  
DRAWN: CPL  
CHECKED: DYM  
APPROVED: DYM  
DRAWING: 03156\_B2

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CONSULTING GROUP, P.C.  
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## REVISIONS

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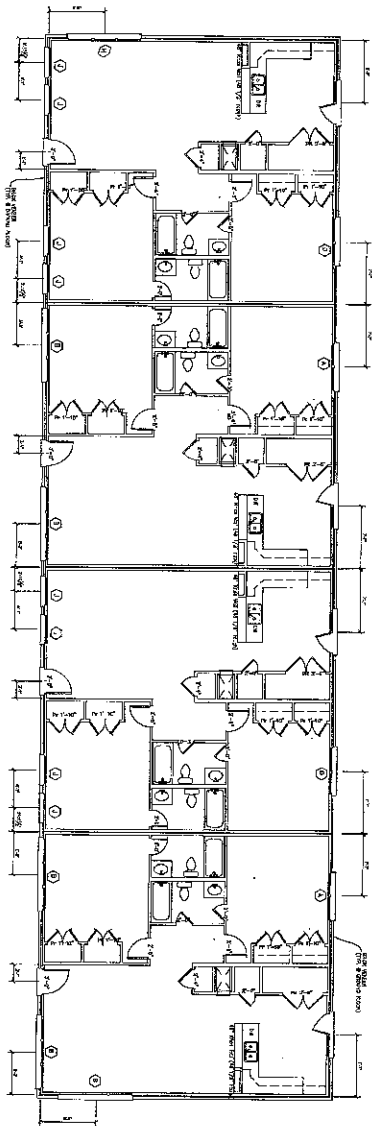
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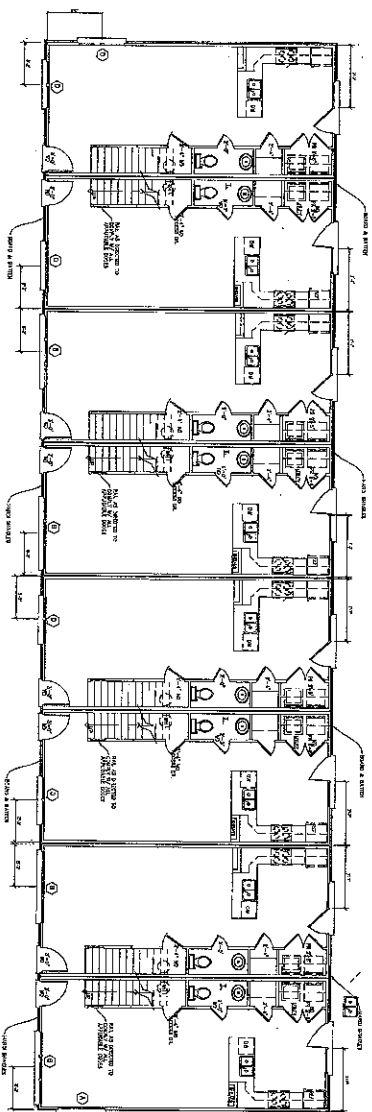
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GROUND FLOOR PLAN



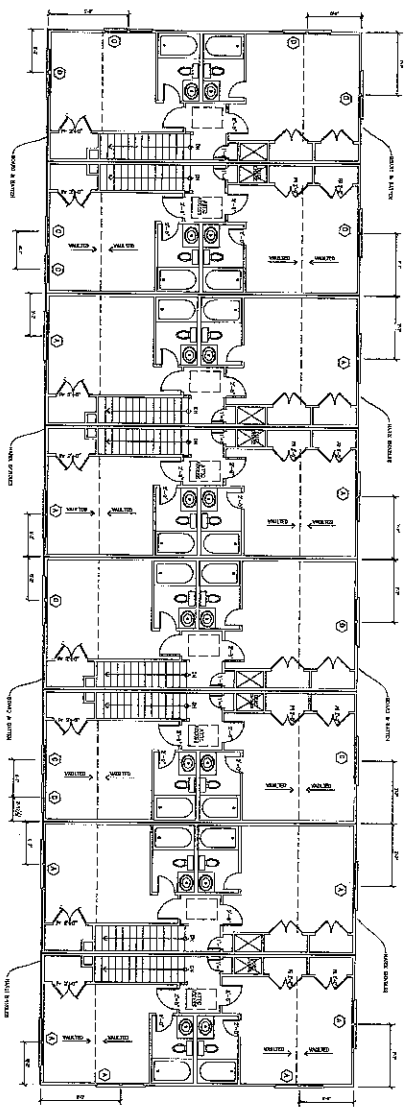
2  
1/8"=1'-0"

SECOND FLOOR PLAN



3  
1/8"=1'-0"

THIRD FLOOR PLAN



A-5.1

PROJECT 03136  
Dovetail Builders, Inc.  
THE WOODLANDS of CLEMSON  
Clemson, South Carolina  
BUILDING "E"  
1/8" FLOOR PLANS



ARMENTROUT • ROEBECK • MATHENY  
CONSULTING GROUP, P.C.  
ENGINEERS-ARCHITECTS-CONSTRUCTION MANAGERS  
CAMERON CORP. CAMPUS  
330 RESEARCH DRIVE, SUITE 400  
ATLANTA, GEORGIA, USA 30345-2709  
PHONE: (770) 548-8211  
FAX: (770) 548-1834  
http://www.armenrout-roebbeck-matheny.com

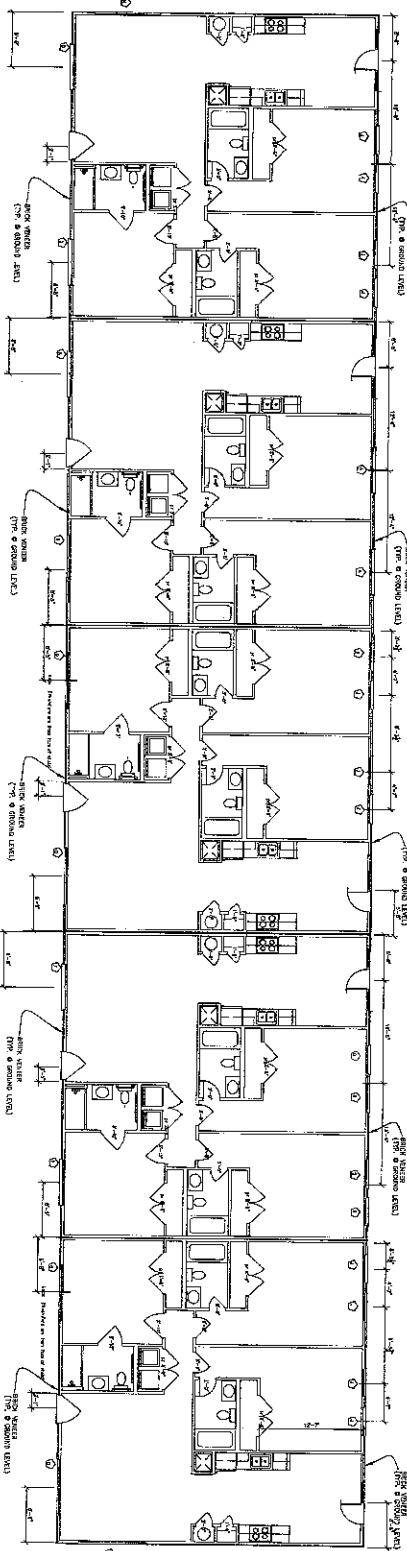
DESIGNED: DWM  
DRAWN: LGJ/PM/PS  
CHECKED: DWM  
APPROVED: DWM  
DRAWING: 02125\_A1  
PROJECT: THE WOODLANDS OF CLEMSON  
BUILDING "E"  
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DATE: 02/25/09

REVISIONS			
DATE	NO.	BY	DESCRIPTION

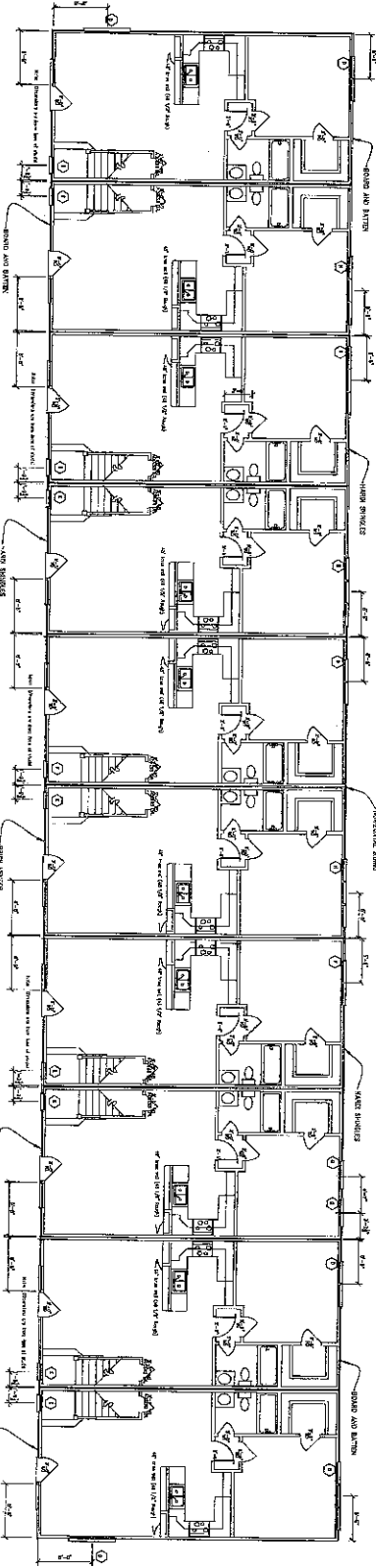
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ROUT-ROEBECK-MATHENY CONSULTING GROUP, P.C.

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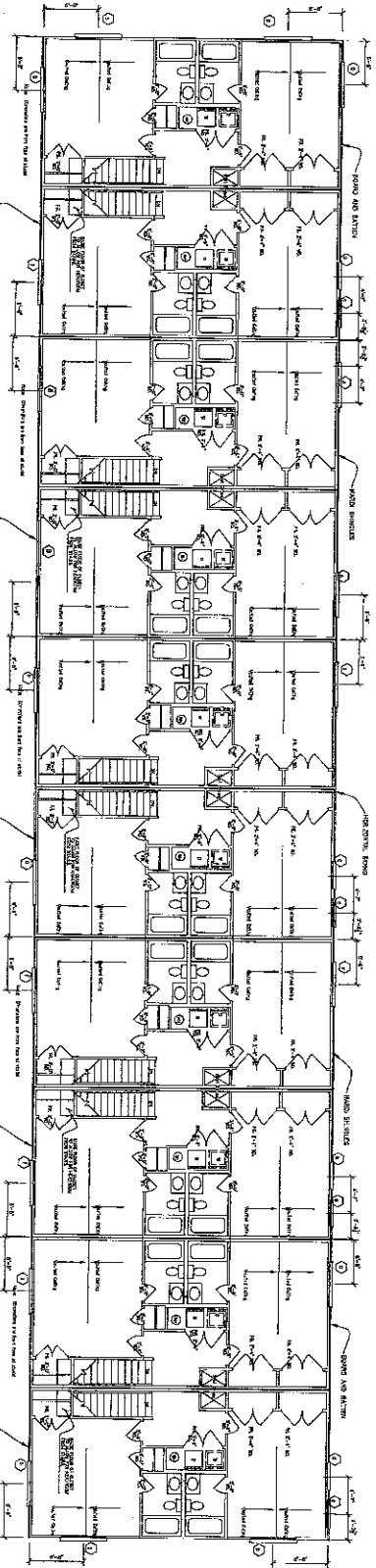
1 GROUND FLOOR PLAN  
SCALE: 1/8"=1'-0"



2 SECOND FLOOR PLAN  
SCALE: 1/8"=1'-0"



3 THIRD FLOOR PLAN  
SCALE: 1/8"=1'-0"



A-6.1

PROJECT 03136  
Dovetail Builders, Inc.  
THE WOODLANDS OF CLEMSON  
Clemson, South Carolina  
BUILDING F  
1/8" FLOOR PLANS

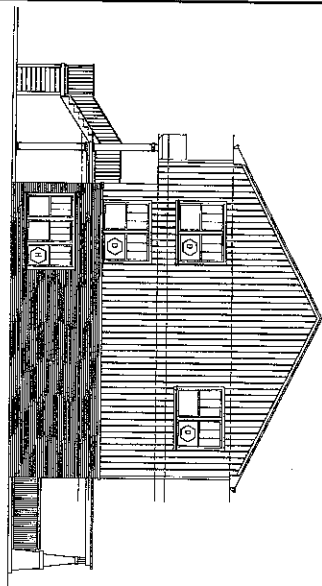


**ARMENTROUT-ROEBECK-MATHENY**  
CONSULTING GROUP, P.C.  
ENGINEERS-ARCHITECTS-CONSTRUCTION MANAGERS  
300 RESEARCH DRIVE, SUITE 400  
ATLANTA, GEORGIA, USA 30306-2760  
PHONE: (770) 343-9211  
FAX: (770) 343-1811  
http://www.armstrong-roebuck.com

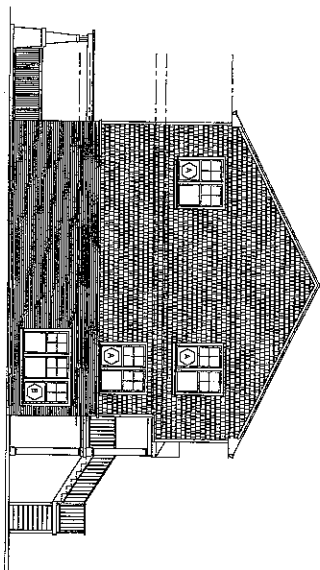
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DRAWN: GFL  
CHECKED: DMM  
APPROVED: DMM  
DRAWING: 03136\_02

REVISIONS		
DATE	BY	DESCRIPTION

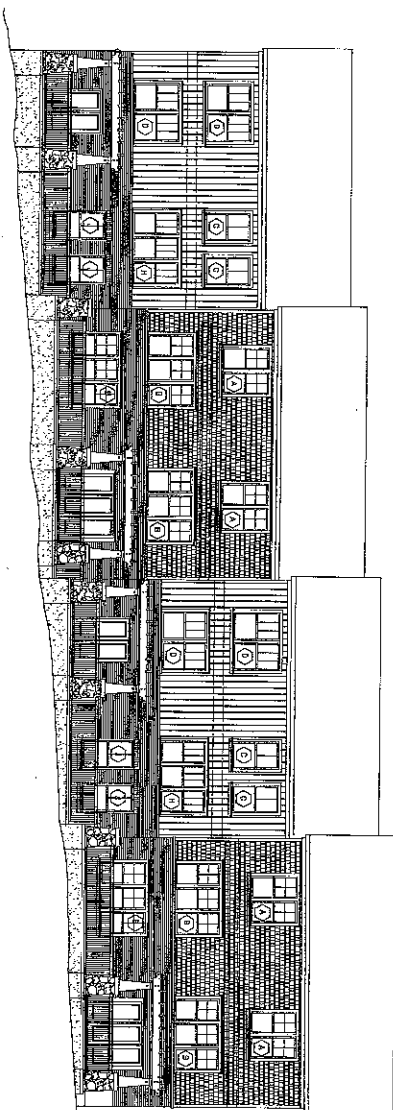
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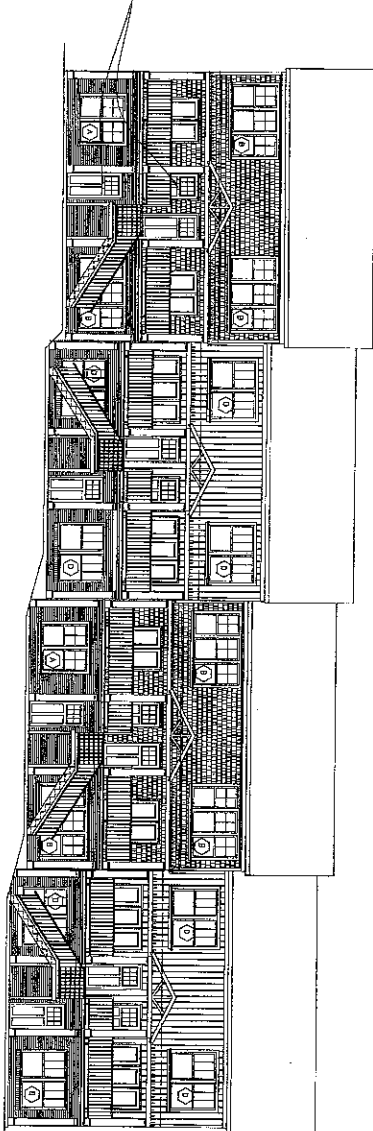
3 SIDE ELEVATION  
SCALE: 1/8"=1'-0"  
BUILDING 'A'



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



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




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

CONDO UNIT NUMBERS, MOUNTED ON  
EA. DOOR @ 4'-8" +/- A.F.F., TYP.  
ARABIC NUMERALS, 4" h. WITH A  
STROKE WIDTH OF 1/8" PER IFC 505.  
COLOR TO CONTRAST W/ DOOR FINISH.

01

PROJECT 03136  
THE WOODLANDS of CLEMSON  
Clemson, South Carolina  
BUILDING "A"  
1/8" Building Elevations



ARMENTROUT • ROEBUCK • MATHENY  
CONSULTING GROUP, P.C.  
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OAKBRIDGE CORPORATE CAMPUS  
320 FARMERS DRIVE, SUITE 400  
ATHENS, GEORGIA, USA 30605-2750  
PHONE: (706) 548 8211  
FAX: (706) 548 1844  
http://www.armstrong-roebuck-matheny.com

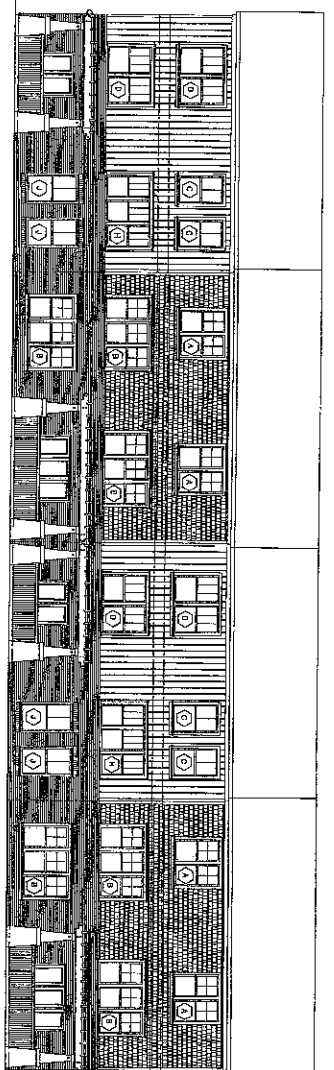
DESIGNED: DMW  
DRAWN: LCA/PW/PS  
CHECKED: DMW  
APPROVED: DMW  
DRAWING: 03128\_A1

REVISIONS  
DATE REV BY DESCRIPTION  
7-27-04 SUBMITTED TO CLEMSON PLAZA, DEPT.

NOTE: THIS DRAWING IS ONLY PART OF THE PROJECT. ANY ALTERATIONS  
OR REVISIONS MUST BE APPROVED BY THE ARCHITECT.  
REVISIONS: 03128\_A1

This architectural drawing shows a two-story house with a gabled roof. The side elevation on the left features a small porch with a railing. The rear elevation on the right shows a chimney and a gabled roof. The drawing is a black and white line art illustration.

CONDO UNIT NUMBERS, MOUNTED ON EA. DOOR @ 4'-8" +/- A.F.F., TYP. ARABIC NUMERALS, 4" h. WITH A STROKE WIDTH OF 1/2" PER IFC 505. COLOR TO CONTRAST W/ DOOR FINISH.



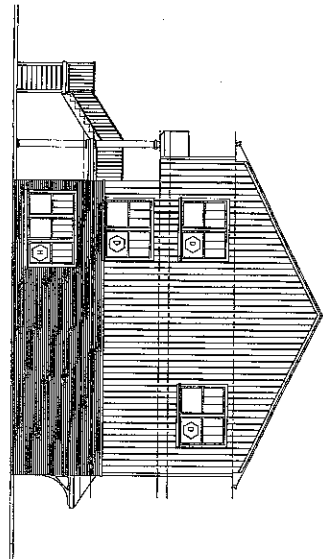
This is a detailed architectural elevation drawing of a multi-story building facade. The drawing is oriented vertically on the page. It shows a symmetrical design with a central vertical axis. The facade features multiple levels of windows, some with decorative lintels and sills. Balconies with ornate railings are visible on several floors. The drawing uses fine lines to represent architectural details like moldings, window panes, and structural elements. The overall style is that of a technical architectural drawing.



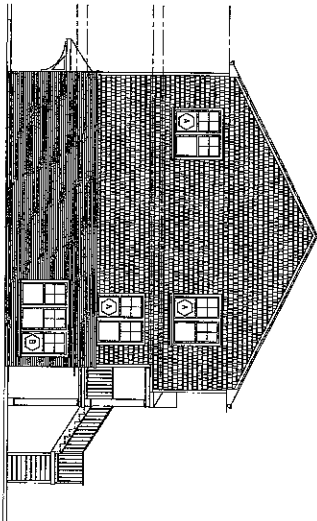
**GABROOK CORPORATE CAMPUS** PHONE: (706) 548 8211  
330 RESEARCH DRIVE, SUITE A240 FAX: (706) 548 8144  
ATLANTA, GEORGIA 30605-2760 <http://www.mentat.com>

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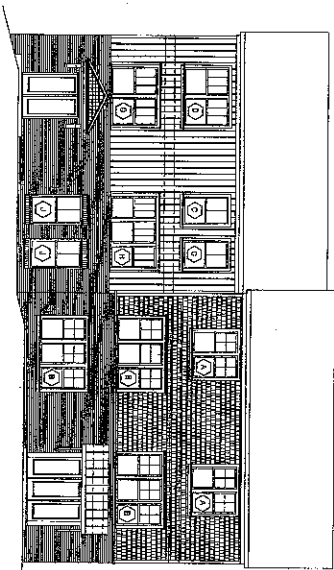


3 SIDE ELEVATION  
SCALE: 1/8"=1'-0" BUILDING 'C'

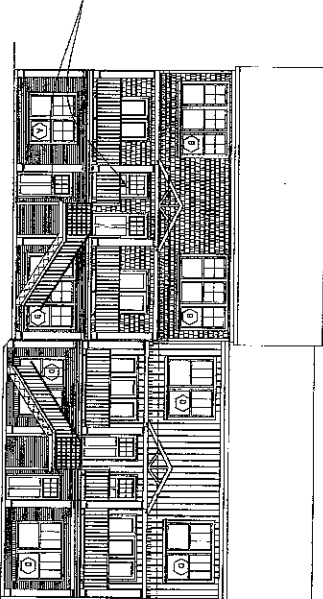


4 SIDE ELEVATION  
SCALE: 1/8"=1'-0" BUILDING 'C'

CONDO UNIT NUMBERS, MOUNTED ON  
EA. DOOR @ 4'-8" +/- A.C.F., TYP.  
ARABIC NUMERALS, 4" h. WITH A  
STROKE WIDTH OF 1/8" PER IFC 505.  
COLOR TO CONTRAST W/ DOOR FINISH.



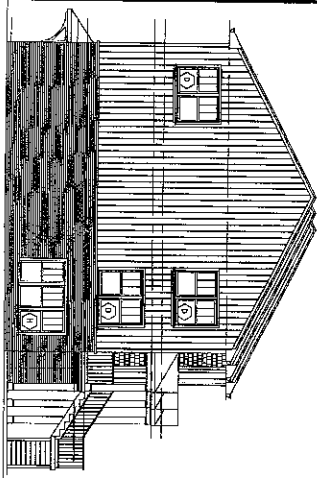
2 REAR ELEVATION  
SCALE: 1/8"=1'-0" BUILDING 'C'



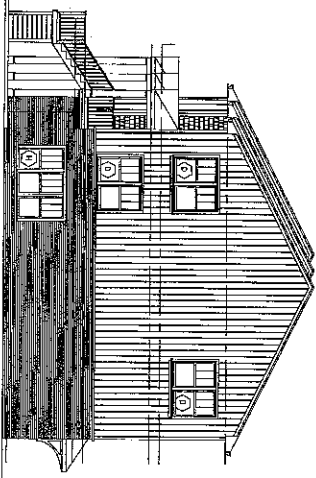
1 FRONT ELEVATION  
SCALE: 1/8"=1'-0" BUILDING 'C'

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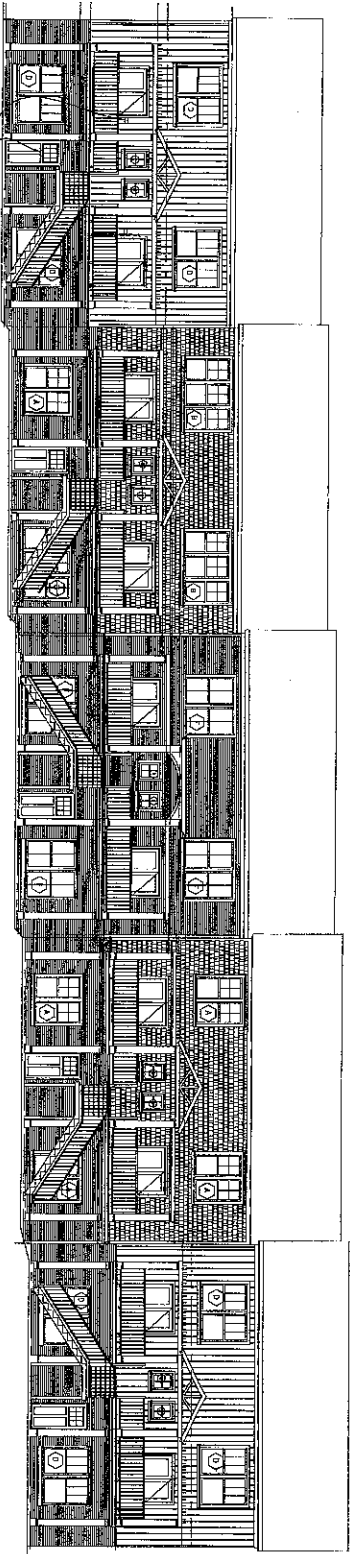




3 SIDE ELEVATION  
SCALE: 1/8"=1'-0" BUILDING 'D'

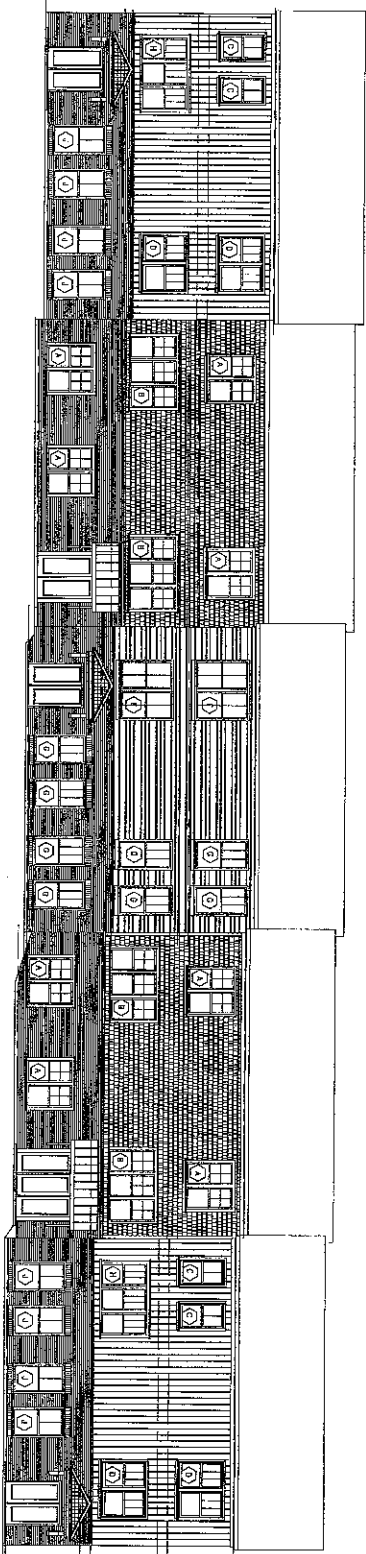


4 SIDE ELEVATION  
SCALE: 1/8"=1'-0" BUILDING 'D'



CONDO UNIT NUMBERS, MOUNTED ON  
E.A. DOOR @ 4'-8" +/- A.F.F., TYP.  
ARABIC NUMERALS, 4" h. WITH A  
STROKE WIDTH OF 1/8" PER IFC 505.  
COLOR TO CONTRAST W/ DOOR FINISH.

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



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

B-4

PROJECT 03136  
Dovetail Builders, Inc.  
THE WOODLANDS of CLEMSON  
Clemson, South Carolina  
BUILDING "D"  
1/8" Building Elevations

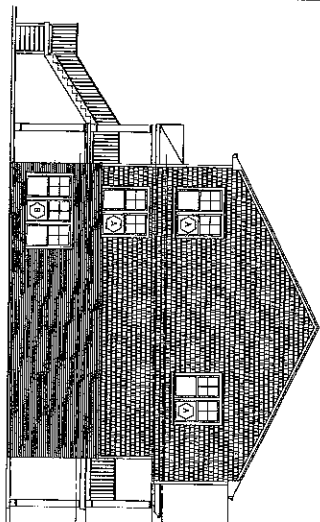


ARMENTROUT • ROEBECK • MATHENY  
CONSULTING GROUP, P.C.  
ENGINEERS/ARCHITECTS/CONSTRUCTION MANAGERS  
CORPORATE OFFICES  
250 PERSIMMON DRIVE, SUITE 4200  
ATLANTA, GEORGIA 30328-2760  
PHONE: (770) 546-9211  
FAX: (770) 546-1814  
http://www.armrmt.com

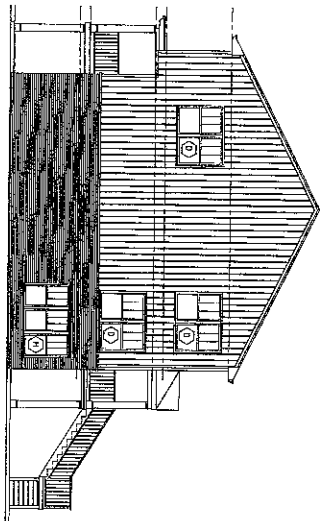
DESIGNED: DWM  
DRAWN: LCP/PS  
CHECKED: DWM  
APPROVED: DWM  
DATE: 02/26/04

REVISIONS		
DATE	BY	DESCRIPTION
02-26-04		SUBMITTED TO CLEMSON PLANNING DEPT.

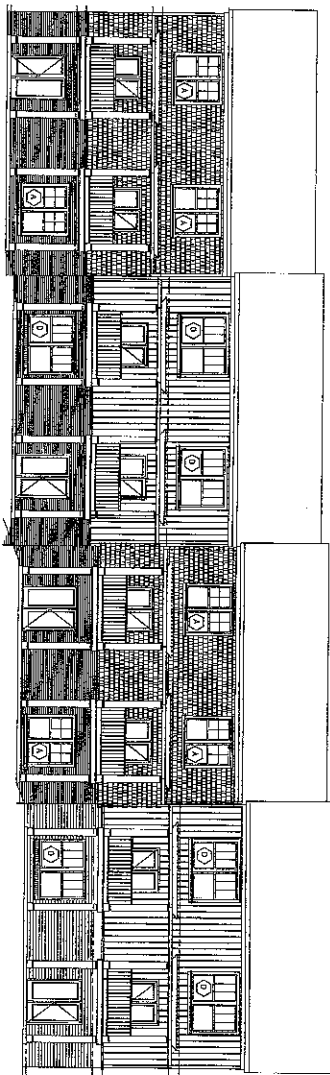
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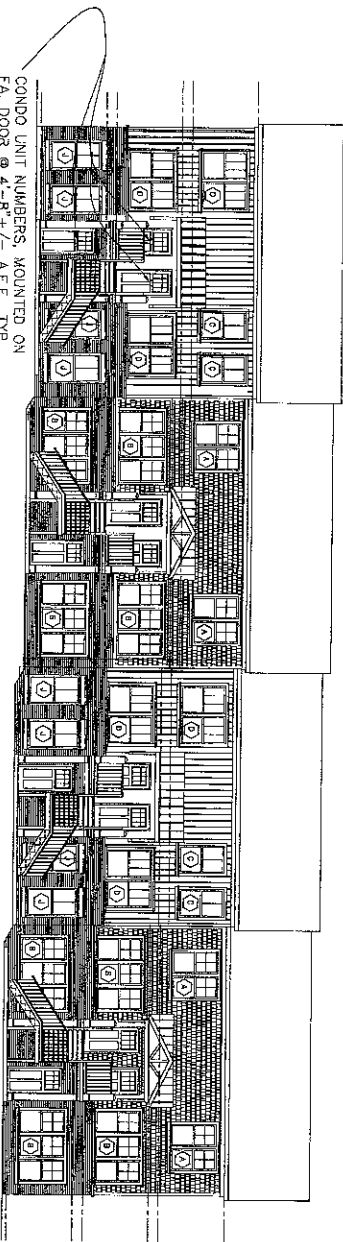
3 SIDE ELEVATION  
SCALE: 1/8"=1'-0"  
BUILDING E



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



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



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

CONDO UNIT NUMBERS, MOUNTED ON  
FA. DOOR @ 4'-8" +/- A.F.F., TYP.  
ARABIC NUMERALS, 4" h. WITH A  
STROKE WIDTH OF 1/8" PER IFG 505.  
COLOR TO CONTRAST W/ DOOR FINISH.

PROJECT 03136  
Dovetail Builders, Inc.

**ARMENTROUT • ROEBUCK • MATHENY**  
CONSULTING GROUP, P.C.  
ENGINEERS-ARCHITECTS-CONSTRUCTION MANAGERS

CLAYBORO CORPORATE CAMPUS  
330 KIRKBRIDE DRIVE, SUITE 200  
ATLANTA, GEORGIA 30346-2700

PHONE: (770) 548-9211  
FAX: (770) 548-1814  
WWW.ARMMENTROUT-ROEBUCK-MATHENY.COM

B-5

THE WOODLANDS of CLEMSON  
Clemson, South Carolina  
BUILDING E  
1/8" Elevations

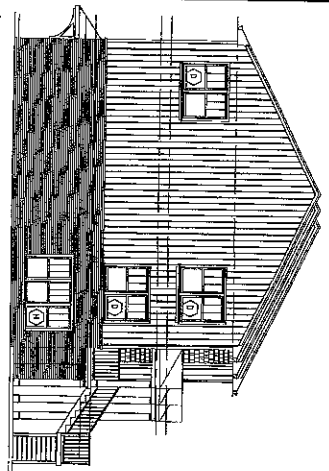
DESIGNED: DWM  
DRAWN: LGJ/PV/PS  
CHECKED: DWM  
APPROVED: DWM  
DRAWING: 02-28-A1

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AND ASSOCIATES, INC. IS THE PROPERTY OF  
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ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

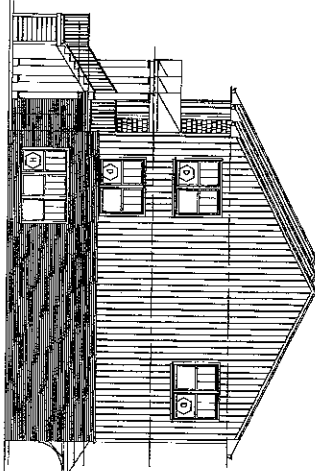
DATE: OCTOBER 2002

REVISIONS		
DATE	BY	DESCRIPTION
7-27-01		SUBMITTER TO CLEMSON PLANNING DEPT.

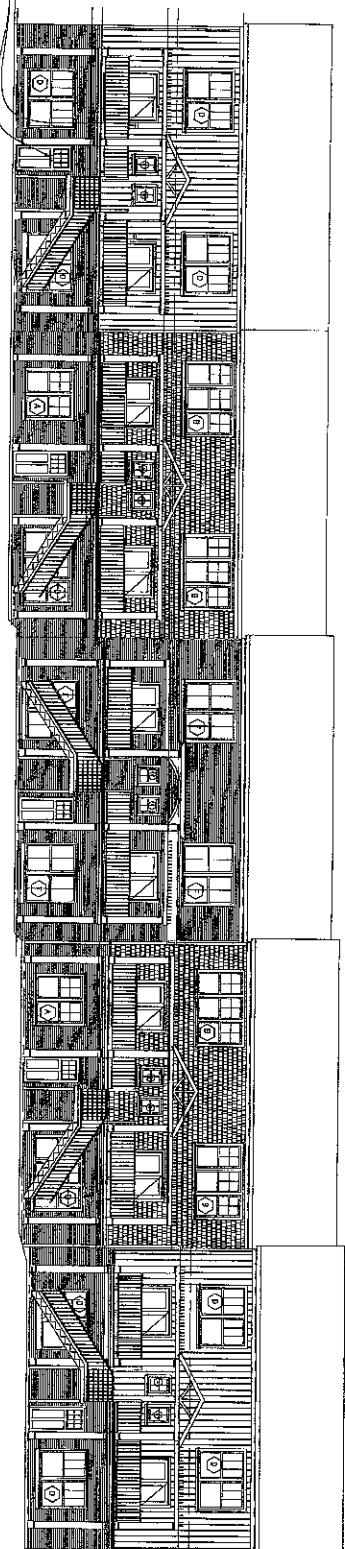
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3 SIDE ELEVATION  
SCALE: 1/8"=1'-0" BUILDING 'F'

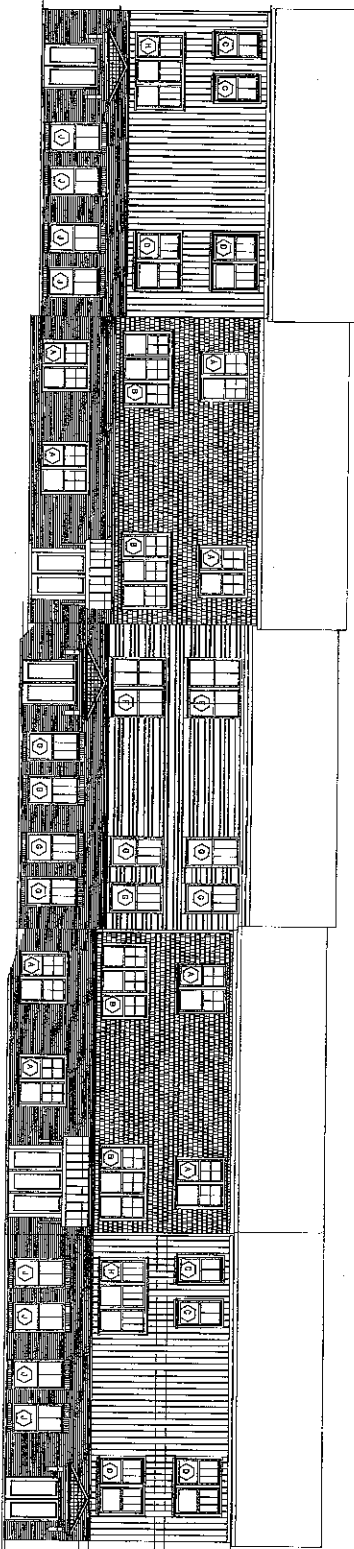


4 SIDE ELEVATION  
SCALE: 1/8" = 1'-0" BUILDING 'F'



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

CONDO UNIT NUMBERS, MOUNTED ON EA. DOOR @ 4'-8" +/- A.F.F., TYP. ARABIC NUMERALS, 4" h. WITH A STROKE WIDTH OF 3/8" PER IFC 505. COLOR TO CONTRAST w/ DOOR FINISH.



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





**LEGEND**

2x6 FIBER WALL (SEE PLAN)

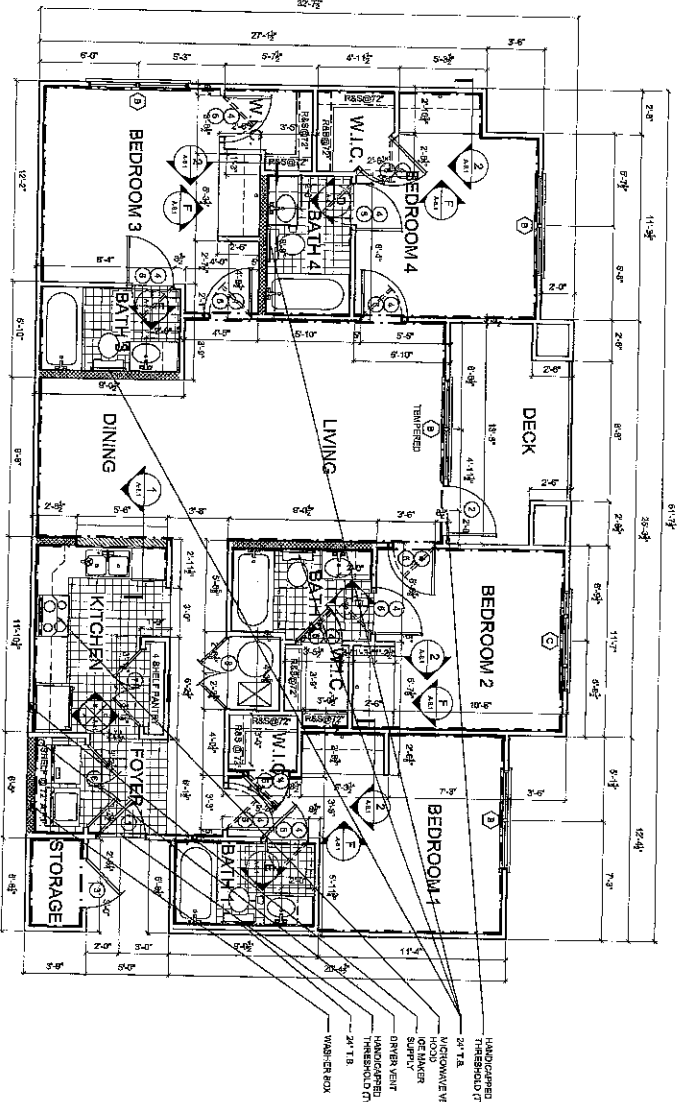
600 GYP. BS. (SEE SECTIONS AND FIRE SCHEDULE FOR FULL ASSEMBLY)

6" EXTERIOR POLY. BOX

6" FIRE EXTINGUISHER - MIN. 5 GAL. ABC UNDER SINK TYPICAL

**NOTES**

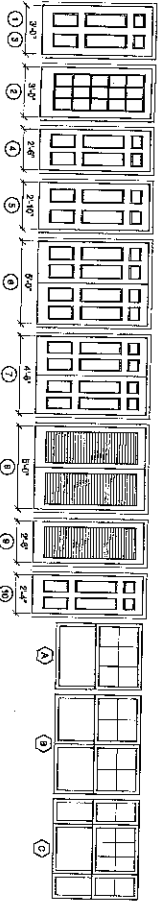
- ALL OPERABLE WINDOWS MUST MEET ALL APPLICABLE SECONDARY EGRESS REQUIREMENTS
- ALL RATED DOORS, FRAMES, AND HARDWARE TO BE LISTED AND RATED
- ALL WINDOWS WITHIN 2'-0" OF ANY DOOR MUST BE REINFORCED
- SEE BUILDING PLANS FOR LOCATION OF ACCESSIBLE UNITS AND IC-ADAPTIVE UNITS
- 2x6 BLOCKING SHALL BE INSTALLED IN WALLS FOR MOUNTING OF ALL TOWEL BARS, TOILET
- ALL PLUMBING IN EXTERIOR WALLS SHALL RUN ON THE INTERIOR SIDE OF INSULATION
- ALL EXTERIOR PLUMBING WALLS SHALL BE 7" DOUBLE CMU STUD WALLS
- ALL GROUND FLOOR DOORS ON AN ACCESSIBLE ROUTE SHALL BE MIN. 2'-0"
- ACCESSIBLE UNITS AS INDICATED ON BUILDING PLANS ARE ALL GROUND FLOOR UNITS
- GROUND FLOOR UNITS, ALL SWITCHES, RECEPTACLES AND THERMOSTATS SHALL BE MOUNTED NO HIGHER THAN 4'-8" NO LOWER THAN 3'-0"
- MOUNT SWITCHES AND THERMOSTATS AT 6" AFF ON ALL UPPER FLOORING
- ALL SWITCHES, RECEPTACLES AND THERMOSTATS SHALL BE MOUNTED NO HIGHER THAN 4'-8" AFF WHEN OVER AN OVERHANGING COMPONENT
- 2x6 WOOD BLOCKING SHALL BE INSTALLED PER GRAB BARS AT TOLERANCE LIMITS & INDICATED IN ALL IC-ACCESSIBLE UNITS (PBA)



1 FLOOR PLAN  
D-1 UNIT PLAN  
20 FT. HATCH  
20 FT. HATCH  
20 FT. HATCH

DOOR NO.	SIZE	THICKNESS	STYLE	REMARKS
1	3'-0" x 6'-6"	1 3/4"	8 PANEL METAL - INSULATED	ALUM. 1/2" THRESHOLD MAX. HEIGHT 2" 20 MIN. SINK-FASTENED, CANSING & W/STAY-UP STRIP. W/ 1/2" PAIR BOWING GLASS SHALL BE 1/2" MIN. THICKNESS. LONG THROW BOLT LATCH SET. FIBER HOLE & DOOR KNOCK. DOUBLE CYLINDER DEAD BOLT. 1/2" PAIR BUTTS. DEADBOLT WITH TUBULAR PIN. (SEE PLAN)
2	3'-0" x 6'-6"	1 3/4"	15 LITE FRENCH METAL - INSULATED	DOUBLE CYLINDER DEAD BOLT. 1/2" PAIR BUTTS. DEADBOLT WITH TUBULAR PIN. (SEE PLAN)
3	3'-0" x 6'-6"	1 3/4"	8 PANEL METAL	1/2" PAIR BUTTS. CHICK CHALK LOCK SET.
4	2'-6" x 6'-6"	1 3/4"	8 PANEL METAL	1/2" PAIR BUTTS. CHICK CHALK LOCK SET.
5	2'-6" x 6'-6"	1 3/4"	8 PANEL METAL	1/2" PAIR BUTTS. CHICK CHALK LOCK SET.
6	2'-10" x 6'-6"	1 3/4"	8 PANEL, MASONITE, MC	1/2" PAIR BUTTS. PRIVACY SET FOR BATHROOMS AND BEDROOMS. ALL OVERHEAD LATCH SET.
7	2'-10" x 6'-6"	1 3/4"	8 PANEL, MASONITE, MC	1/2" PAIR BUTTS. PRIVACY SET FOR BATHROOMS AND BEDROOMS. ALL OVERHEAD LATCH SET.
8	2'-10" x 6'-6"	1 3/4"	8 PANEL, MASONITE, MC	1/2" PAIR BUTTS. PRIVACY SET FOR BATHROOMS AND BEDROOMS. ALL OVERHEAD LATCH SET.
9	2'-10" x 6'-6"	1 3/4"	8 PANEL, MASONITE, MC	1/2" PAIR BUTTS. PRIVACY SET FOR BATHROOMS AND BEDROOMS. ALL OVERHEAD LATCH SET.
10	2'-4" x 6'-6"	1 3/4"	8 PANEL, MASONITE, MC	1/2" PAIR BUTTS. LATCH SET.

WINDOW SCHEDULE				
TYPE	SIZE	STYLE	GLAZING	REMARKS
A	3'-0" x 4'-0"	DOUBLE HUNG 8 LITE / 1 LITE	INSULATED	VINYL. PRE-FINISHED W/ SCREENS AND LOCKS
B	3'-0" x 4'-0"	DOUBLE HUNG 8 LITE / 1 LITE	INSULATED	VINYL. PRE-FINISHED W/ SCREENS AND LOCKS
C	3'-0" x 4'-0"	DOUBLE HUNG 8 LITE / 1 LITE	INSULATED	VINYL. PRE-FINISHED W/ SCREENS AND LOCKS



**Woodlands of Clemson**  
**Student Housing**  
**Clemson, South Carolina**



1134 S. STATE ST. CLEMSON, SC 29634  
PHONE: 252.663.3333  
FAX: 252.663.3333  
WWW.OLAHOUSING.COM

RELEASE DATES	
REV.	DATE
01-01-01	01-01-01
01-01-02	01-01-02
01-01-03	01-01-03
01-01-04	01-01-04
01-01-05	01-01-05
01-01-06	01-01-06
01-01-07	01-01-07
01-01-08	01-01-08
01-01-09	01-01-09
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01-01-98	01-01-98
01-01-99	01-01-99
01-01-100	01-01-100











**EXHIBIT D**

## DESCRIPTION OF LIMITED COMMON AREA

The limited common areas are those portions of the common area which are reserved for the exclusive use of those persons who are entitled to the use of the units to which such limited common areas are assigned. The limited common areas shall be assigned as follows:

(a) All portions of the common areas on which there is located a balcony, patio or deck and any portion of the heating and air conditioning system serving a particular unit or units shall be limited common areas, reserved for the exclusive use of those persons who are entitled to use the unit or units which is or are served by such heating and air conditioning systems or entrance area. Steps, ramps and front entrance porches attached to a unit shall be common areas maintained by the Association, even though they may serve only one unit.

**EXHIBIT E****DESCRIPTION OF UNIT BOUNDARIES**

The Unit Boundaries of each Unit shall be the unfinished interior surfaces of all perimeter walls, ceilings and floors of the Unit, and any vents, doors, windows and such other structural elements that are originally regarded as enclosures of space: the result being that each Unit shall consist of all interior dividing walls and partitions (including the space occupied by such walls or partitions); the decorated interior surfaces of perimeter walls, floors and ceilings, consisting, as the case may be, of wall paper, paint, carpeting, tiles and any and all other finishing materials affixed or installed as a part of the physical structure of the Unit: and all fixtures, appliances and mechanical systems and equipment installed in each Unit and the hot water heater and heating, ventilation and air-conditioning system which is intended for the sole and exclusive use of said Unit. No pipes, wires, conduits, common flue chimneys or other public utility lines or installations connecting a part of the over-all systems designated for the service of any other Unit, nor any of the structural members of portions of the buildings shall be deemed to be a part of any individual Unit. Attic areas shown on the Floor Plans are part of that Unit.

EXHIBIT F  
SCHEDULE OF ASSIGNED VALUES AND PERCENTAGE INTERESTS

<u>Unit #</u>	<u># Bedrooms</u>	<u>Total Price</u>	<u>% Interest</u>
110	2	\$144,400	0.55%
111	2	\$142,400	0.54%
112	2	\$137,400	0.52%
113	2	\$144,400	0.55%
120	2	\$146,400	0.55%
121	2	\$139,400	0.53%
122	2	\$144,400	0.55%
123	2	\$136,900	0.52%
124	2	\$139,400	0.53%
125	2	\$139,400	0.53%
126	2	\$136,900	0.52%
127	2	\$141,400	0.54%
210	2	\$141,900	0.54%
211	2	\$142,400	0.54%
212	2	\$139,900	0.53%
213	2	\$141,900	0.54%
220	2	\$138,900	0.53%
221	2	\$136,900	0.52%
222	2	\$141,900	0.54%
223	2	\$141,900	0.54%
224	2	\$144,400	0.55%
225	2	\$139,400	0.53%
226	2	\$144,400	0.55%
227	2	\$146,400	0.55%
310	2	\$136,900	0.52%
311	2	\$144,400	0.55%
320	2	\$141,900	0.54%
321	2	\$146,400	0.55%
322	2	\$144,400	0.55%
323	2	\$146,400	0.55%
410	3	\$166,900	0.63%
411	3	\$154,900	0.59%
412	3	\$164,900	0.62%
413	3	\$157,400	0.60%
414	3	\$159,400	0.50%
420	3	\$166,400	0.63%
421	3	\$164,400	0.62%
422	3	\$161,900	0.61%
423	3	\$164,400	0.62%
424	3	\$166,900	0.63%
425	3	\$161,900	0.61%
426	3	\$161,900	0.51%
427	3	\$164,400	0.62%
428	3	\$164,400	0.62%
429	3	\$158,900	0.60%
510	2	\$131,900	0.50%
511	2	\$129,900	0.49%
512	2	\$132,400	0.50%
513	2	\$134,400	0.51%
520	2	\$133,900	0.51%

521	2	\$131,900	0.50%
522	2	\$131,900	0.50%
523	2	\$134,400	0.51%
524	2	\$131,900	0.50%
525	2	\$134,400	0.51%
526	2	\$134,400	0.51%
527	2	\$136,400	0.52%
610	3	\$166,900	0.63%
611	3	\$164,900	0.62%
612	3	\$157,400	0.60%
613	3	\$159,900	0.61%
614	3	\$164,400	0.62%
620	3	\$168,900	0.64%
621	3	\$166,900	0.63%
622	3	\$161,900	0.61%
623	3	\$156,900	0.59%
624	3	\$156,900	0.59%
625	3	\$159,400	0.60%
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627	3	\$159,400	0.60%
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629	3	\$158,900	0.60%
710	4	\$159,900	0.61%
711	4	\$162,400	0.61%
712	3	\$139,900	0.53%
713	3	\$144,900	0.55%
714	3	\$139,900	0.53%
715	3	\$142,400	0.54%
716	4	\$159,900	0.61%
717	4	\$162,400	0.61%
720	3	\$141,900	0.54%
721	3	\$146,900	0.56%
722	3	\$139,900	0.53%
723	3	\$142,400	0.54%
724	3	\$139,900	0.53%
725	3	\$142,400	0.54%
726	3	\$141,900	0.54%
727	3	\$146,900	0.56%
730	2	\$121,900	0.46%
731	2	\$124,400	0.47%
732	2	\$119,900	0.45%
733	2	\$122,400	0.46%
734	2	\$119,900	0.45%
735	2	\$122,400	0.46%
736	2	\$121,900	0.46%
737	2	\$124,400	0.47%
810	4	\$159,900	0.61%
811	4	\$164,900	0.62%
812	4	\$162,400	0.61%
813	4	\$162,400	0.61%
820	4	\$159,900	0.61%
821	4	\$164,900	0.62%
822	4	\$159,900	0.61%
823	4	\$164,900	0.62%
830	2	\$124,400	0.47%
831	2	\$124,400	0.47%

832	2	\$121,900	0.46%
833	2	\$124,400	0.47%
910	4	\$162,400	0.61%
911	4	\$162,400	0.61%
912	3	\$144,900	0.55%
913	3	\$147,400	0.56%
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915	3	\$149,900	0.57%
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930	2	\$124,400	0.47%
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932	2	\$122,400	0.46%
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937	2	\$124,400	0.47%
1010	4	\$164,900	0.62%
1011	4	\$167,400	0.63%
1012	3	\$149,900	0.57%
1013	3	\$149,900	0.57%
1014	3	\$149,900	0.57%
1015	3	\$149,900	0.57%
1016	4	\$174,900	0.66%
1017	4	\$169,900	0.64%
1020	3	\$149,400	0.57%
1021	3	\$151,900	0.57%
1022	3	\$147,400	0.56%
1023	3	\$149,900	0.57%
1024	3	\$147,400	0.56%
1025	3	\$149,900	0.57%
1026	3	\$149,400	0.57%
1027	3	\$151,900	0.57%
1030	2	\$124,400	0.47%
1031	2	\$124,400	0.47%
1032	2	\$122,400	0.46%
1033	2	\$122,400	0.46%
1034	2	\$122,400	0.46%
1035	2	\$122,400	0.46%
1036	2	\$124,400	0.47%
1037	2	\$124,400	0.47%
1110	4	\$167,400	0.63%
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1112	4	\$167,400	0.63%
1113	4	\$169,900	0.64%
1120	4	\$159,900	0.61%
1121	4	\$169,900	0.64%

1122	4	\$167,400	0.63%
1123	4	\$174,900	0.66%
1130	2	\$124,400	0.47%
1131	2	\$124,400	0.47%
1132	2	\$124,400	0.47%
1133	2	\$124,400	0.47%
1210	4	\$172,400	0.65%
1211	4	\$172,400	0.65%
1212	4	\$172,400	0.65%
1213	4	\$174,900	0.66%
1220	4	\$174,900	0.66%
1221	4	\$172,400	0.65%
1222	4	\$169,900	0.64%
1223	4	\$169,900	0.64%
1230	2	\$124,400	0.47%
1231	2	\$121,900	0.46%
1232	2	\$124,400	0.47%
1233	2	\$124,400	0.47%
<hr/>			
SUM	498	\$26,428,000	100.00%



13093 BKD0921 PG276

13452 BKD0923 PG129

**EXHIBIT G**

Articles of Incorporation of  
Woodlands of Clemson Condominium Association, Inc.

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

MAR 3 1 2005

TYPE OR PRINT CLEARLY IN BLACK INK

  
 SECRETARY OF STATE OF SOUTH CAROLINA

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 Woodlands of Clemson Condominium Association, Inc.

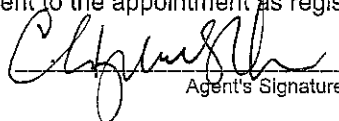
2. The initial registered office of the nonprofit corporation is 600 College Avenue  
Street Address  
Clemson (Pickens County), Georgia 29633  
City County State Zip Code

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

Christopher C. Olson

Print Name

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

  
Agent's Signature

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

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

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

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

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

833 Old Greenville Hwy, Clemson, SC 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

Woodlands of Clemson Condominium Association, Inc.

Name of Corporation

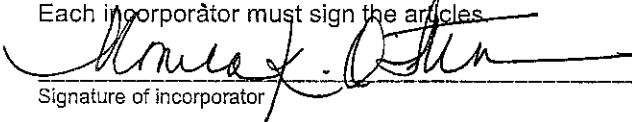
exclusively for such purposes.

- 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)
- \_\_\_\_\_
- \_\_\_\_\_

9. The name and address of each incorporator is as follows (only one is required)
- | Name   | Address    | Zip Code |
|--|------------|----------|
| Monica K. O'Steen, P.O. Box 832, Athens, Georgia | 30603-0832 |          |
| 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
-   
Signature of incorporator
- \_\_\_\_\_
- Signature of incorporator
- \_\_\_\_\_
- Signature of incorporator
- \_\_\_\_\_

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

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

MAR 11 2005

APPLICATION TO RESERVE  
CORPORATE NAME

  
\_\_\_\_\_  
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY WITH BLACK INK

1. Pursuant to Section 33-4-102 (a) of the 1976 South Carolina Code of Laws, as amended, the undersigned hereby applies to the Secretary of State to reserve the following corporate name

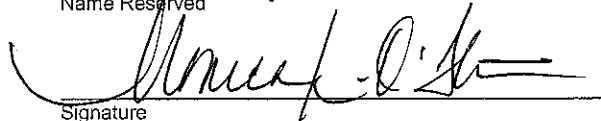
Woodlands of Clemson Condominium Association, Inc.

for a period of one hundred twenty days from the date of filing this application.

2. Name, address and signature of the applicant Monica K. O'Steen  
Name  
440 College Avenue North (P.O. Box 832)  
Street  
Athens, Georgia 30601 (30603-0832)  
City State Zip Code

Date March 3, 2005

Woodlands of Clemson Condominium Association, Inc.  
Name Reserved

  
Signature

Monica K. O'Steen  
Print Name

FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed. Include a self-addressed envelope for quicker return.
2. Filing Fee (payable to the Secretary of State at the time of filing this document) - \$10.00

Return to: Secretary of State  
P.O. Box 11350  
Columbia, SC 29211

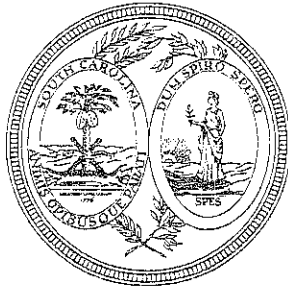
NOTE

THIS RESERVATION EXPIRES 120 DAYS FROM THE DATE OF FILING.

REGISTERING YOUR CORPORATE NAME DOES NOT, IN AND OF ITSELF, PROVIDE AN EXCLUSIVE RIGHT TO USE THAT 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.

13452 BKD0923 PG133

# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

## **Certificate of Existence, Non-Profit Corporation**

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

WOODLANDS OF CLEMSON CONDOMINIUM ASSOCIATION, INC., a Non-Profit Corporation duly organized under the laws of the State of South Carolina on March 31st, 2005, has as of the date hereof filed as a non-profit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose, and has paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-31-1404 of the South Carolina code and that the non-profit corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great  
Seal of the State of South Carolina this  
5th day of April, 2005.

A handwritten signature in cursive script that reads "Mark Hammond".

Mark Hammond, Secretary of State

**EXHIBIT H**  
**BY-LAWS OF**  
**WOODLANDS OF CLEMSON CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE ONE**  
**OFFICES**

1.1 Name. The name of the Association is WOODLANDS OF CLEMSON CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association".

1.2 Location. The principal office of the Association shall be located at 833 Old Greenville Highway, Clemson, South Carolina 29631. The mailing address of the Association is 833 Old Greenville Highway, Clemson, South Carolina 29631.

**ARTICLE TWO**

**MEETINGS OF THE UNIT OWNERS**

2.1 Annual Meeting Date. The annual meeting of unit owners shall be held on the 2nd Monday in January of each year, or if said date be a legal holiday, then on the next succeeding day which is not a holiday.

2.2 Special Meeting. Special meetings of the unit owners may be called at any time by the President or by unit owners having twenty-five (25%) percent or more of the total vote of the Association.

2.3 Place. Annual or special meetings of the unit owners may be held at any place within reasonable proximity to Woodlands of Clemson in Pickens County, Georgia as set forth in the notice thereof, or in the event of a meeting held pursuant to waiver of notice, as may be set forth in the waiver, or if no place is so specified, at the registered office of the Association.

2.4 Notice. Notice of annual or special meetings of the unit owners shall be given to each unit owner at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days in advance of any other meeting, stating the time, place and purpose of such rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

2.5 Quorum. A quorum shall be deemed present throughout any meeting of the unit owners until adjourned if unit owners, in person or by proxy, entitled to cast more than one-third (1/3rd) of the votes of the Association are present at the beginning of such meeting.

2.6 Vote of Unit Owners. On all matters upon which the unit owners are entitled to vote, each unit owner shall be entitled to cast the number of votes which are allocated to each unit owned by such unit owner by the Declaration. Any action of the Association shall be deemed valid upon the majority vote of the members present in person or by proxy at any annual or special meeting of the Association at which a quorum is present, unless the Master Deed, the Articles of Incorporation, or the Horizontal Property Act of South Carolina provide for an affirmative vote greater than a majority. The vote of the

owners of a unit owned by a corporation or other legal entity shall be cast by the person named in a certificate signed by the agent of such corporation, or by a general partner of a partnership, as the case may be, and filed with the secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such unit shall not be considered in determining the requirement for a quorum not for any other purpose. In no event shall more than one vote be cast with respect to any unit.

2.7 Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing filed with the Secretary of the Association. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon the sale by the unit owner of his unit.

2.8 Suspension of Membership and Voting Rights. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed ninety (90) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

2.9 Presiding Officer. The presiding officer at all meetings of the unit owners shall be the President, in whose absence the Vice President shall preside. If neither of such officers is present, the members shall elect a chairman to preside at the particular meeting.

2.10 Adjournments. Any meeting of the unit owners, whether or not a quorum is present, may be adjourned by the holders of a majority of the votes represented at the meeting to reconvene at a specific time and place. It shall not be necessary to give any notice of the reconvened meeting, if the time and place of the reconvened meeting are announced at the meeting which was adjourned. At any such reconvened meeting at which a quorum is represented or present, any business may be transacted which could have been transacted at the meeting which was adjourned.

2.11 Action in Lieu of Meeting. Any action to be taken at meeting of the unit owners, or any action that may be taken at a meeting of the unit owners, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the unit owners entitled to vote with respect to the subject matter thereof and any further requirements of law pertaining to such consents have been complied with.

### ARTICLE THREE

#### DIRECTORS

3.1 General Powers. Except as provided otherwise in the Horizontal Property Act of South Carolina, the South Carolina Nonprofit Corporation Code, the Master Deed, the Articles of Incorporation, or these Bylaws, the powers inherent in or expressly granted to the Association may be exercised by the Board of Directors, acting through the officers, without any further consent or action on the part of the unit owners. The Board of Directors shall have the authority to adopt from time to time reasonable rules and regulations governing the use of the submitted property by the unit owners. All resolutions adopted and all business transacted by the Board of Directors shall require the affirmative vote of a majority of the Directors present at the meeting.

The Board of Directors shall also be authorized to enter into such agreements for professional management of the Association as the Board shall deem to be in the best interests of the Association; provided, however, that all such agreements must provide for termination on ninety (90) days written notice and a maximum contract term of one (1) year.

3.2 Number of Directors. The Board of Directors of the Association shall consist of a minimum of one(1) member and a maximum of five (5) members. Board members shall be elected at each annual meeting of the unit owners and serve for a term of one year and until their successors are elected.

3.3 Nomination. Nominations for election for the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than one (1). Such nominations shall be made from among the members of the Association.

3.4 Election. Election of the Board of Directors shall be by secret written ballot cast at the annual meeting. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

3.5 Vacancies. The Directors may fill the place of any Director which may become vacant prior to the expiration of his term, and such appointment by the Directors is to continue until the expiration of the term of the Director whose place has become vacant.

3.6 Meetings. The Directors shall meet annually without notice, following the annual meeting of the unit owners. Special meetings of the Directors may be called at any time by the President or by any Director, on two days' notice to each Director, which notice shall specify the time and place of the meeting. Notice of any such meeting maybe waived by an instrument in writing executed before or after the meeting. Directors may attend and participate in meetings either in person or by means of conference telephones or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such communication equipment shall constitute presence in person at any meeting. Attendance in person at such meeting shall constitute a waiver of notice thereof.

3.7 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

3.8 Action in Lieu of Meeting. Any action to be taken at a meeting of Directors, or any action that may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all of the Directors and any further requirements of law pertaining to such consents have been complied with.

3.9 Compensation. Officers and Directors shall serve without compensation, but they shall be entitled to reimbursement for reasonable expenses incurred in the performance of their duties.



## ARTICLE FOUR

OFFICERS AND THEIR DUTIES

4.1 Enumeration of officers. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other offices as the Board may from time to time by resolution create.

4.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

4.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless he shall sooner resign, or shall be removed, or be otherwise disqualified to serve.

4.4 Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

4.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6 Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

4.7 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

4.8 Duties. The duties of the officers are as follows:

(a) President - The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes.

(b) Vice President - The vice president shall act in the place and stead of the president in event of the absence, inability or refusal of the president to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary - The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer - The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members. The Treasurer may be appointed by the Board of Directors from among the unit owners, and need not be a member of the Board of Directors.

## ARTICLE FIVE

### COMMITTEES

5.1 The Association shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes.

5.2 It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

## ARTICLE SIX

### INSPECTION OF BOOKS; NOTICE TO MORTGAGEES

6.1 The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any unit owner or the mortgagee of any unit owner.

6.2 All mortgagees who request the same shall be entitled to receive a written notification from the Association of any default in the performance by the individual unit owner/mortgagor of any obligation under the condominium instruments which is not cured within sixty (60) days.

## ARTICLE SEVEN

### SEAL

7.1 The seal of the Association shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such seal at any time, the signature of the Association followed by the word "Seal" enclosed in parentheses or scroll shall be deemed the seal of the Association. The seal shall be in the custody of the secretary and affixed by him on all appropriate papers.

## ARTICLE EIGHT

### RESOLUTION OF CONFLICTS

8.1 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Master Deed and these Bylaws, the Master Deed shall control.

ARTICLE NINE

13452 BKD0923 PG139

FISCAL YEAR

9.1 The Board of Directors shall be authorized to fix the fiscal year of the Association and to change the same from time to time as it shall deem appropriate.

ARTICLE TEN

DEFINITIONS

10.1 All of the terms defined in the Horizontal Property Act of South Carolina shall be deemed to have the meanings therein specified wherever they appear in these Bylaws, unless the context otherwise requires.

END OF BY-LAWS