

STATE OF SOUTH CAROLINA	)
COUNTY OF LEXINGTON	) )
LEXINGTON VILLAS, LLC	· ·
TO	) AMENDMENT TO ) MASTER DEED ESTABLISHING ) LEXINGTON VILLAS
LEXINGTON VILLAS HORIZONTAL PROPERTY REGIME	) ) (Ref. Book 11455 Page 301) )

THIS AMENDMENT TO MASTER DEED ESTABLISHING LEXINGTON VILLAS (this "Amendment") is made as of January 21, 2014 by Lexington Villas, LLC, a South Carolina limited liability company organized under the laws of South Carolina and authorized to transact business in South Carolina ("Declarant");

WHEREAS, Declarant is the "Declarant" of that certain Master Deed Establishing Lexington Villas, recorded September 25, 2006 in the Office of the Lexington County Register of Deeds in Book 11455 at Page 301 (as amended, the "Master Deed");

WHEREAS, Pursuant to the Master Deed, Declarant has established the Lexington Villas Horizontal Property Regime (the "Regime"), and pursuant to certain amendments to the Master Deed, has expanded the Regime pursuant to the terms of the Master Deed to include the property described as the "Additional Land" in the Master Deed as amended;

WHEREAS, now that all of the phases of the property have been incorporated into the Regime, the Declarant wishes to amend Exhibits C and D to the Master Deed to attach the plat showing the horizontal and vertical location of any building which is proposed or in existence and other improvements within the Property as Exhibit C and the floor plans and plot plan for all of the buildings and Villas constructed or proposed to be constructed in the Regime as Exhibit D;

WHEREAS, the Master Deed included a phasing plan at Exhibit "H" thereto describing future units to be added to the Regime, but such Exhibit "H" included a clerical error transposing the descriptions of Units 2001 and 2002.

WHEREAS, the same error also appears in the description of statutory values and percentage interests of each unit within the Regime.

WHEREAS, the Declarant has been alerted to the error, and desires to correct such error.

WHEREAS, Declarant desires to execute this amendment in order to correct the aforesaid error and to correctly restate Exhibit "H," the statutory values and the percentage interests.

PPAB 2289214v3

2014003864 FILED, RECORDED, INDEXED 01/30/2014 13:03:56:730 REC FEE: \$86.00 ST FEE: \$0.00 CO FEE: \$0.00 Pages: 80 Lexington County R.O.D. Debra M. Gunter RESTRICTION MODIFICATION Bk:Pn 16779:149 WHEREAS, Declarant desires to enhance the description of the Common Elements in the Master Deed to better describe the Clubhouse and other amenities and improvements.

WHEREAS, pursuant to Section 13 of the Master Deed, the Declarant may amend the Master Deed to effect the expansion of the Regime, to make such technical amendments which do not alter the substantive rights of the unit owners and to conform the Master Deed to the requirements and guidelines, as modified from time to time, of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or the United States Veterans Administration.

NOW THEREFORE, in order to amend the Master Deed to include a map showing the horizontal and vertical location of any building which is proposed or in existence and other improvements within the Property as Exhibit C and the floor plans and plot plan for all of the buildings and Villas constructed or proposed to be constructed in the Regime as Exhibit D, to include the further description of the Common Elements and to correct the percentage ownerships and the description of the Units, the Declarant hereby amends the Master Deed as follows:

- 1. Exhibit "C" and "D" of the Master Deed are hereby deleted in their entirety and Exhibits "C" attached, the map showing the horizontal and vertical location of any building which is proposed or in existence and other improvements within the Property and Exhibit "D" attached, the floor plans and plot plan for all of the buildings and Villas constructed or proposed to be constructed in the Regime are substitute therefore.
- 2. Exhibit "H" of the Master Deed is hereby deleted in its entirety and the Exhibit "H" attached hereto is substituted therefore.
- 3. The description of the Villas set forth herein (as Exhibit I) shall replace the description of Villas set forth in Section 5 of the Master Deed.
- 4. Add to the description of the General Common Elements the Clubhouse, the pool area, the patio and the pond more fully shown Exhibits "C" and "D" attached hereto and to add that the General Common Elements include a subsurface sprinkler system and head, values and pipes..
- 5. The description of statutory values and percentage interests assigned to each unit in the Master Deed are deleted in their entirety and the descriptions shown at Exhibit "E" hereto are substituted therefore.

In the event of any conflict between the Master Deed, as previously amended and this amendment, this Amendment shall control. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meaning given such terms in the Master Deed.

Except as described herein, the Master Deed shall remain in full force and effect.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Declarant has executed this Amendment to Master Deed, and the appropriate corporate seal affixed hereto as of the date first written above.

Witness #2 Witness #2	By: South Carolina limited liability company (L.S.)  By: South Carolina limited liability company (L.S.)  Name: Sosawa, Carrottor  Title: Managel (Member)
STATE OF <u>Alabamol</u> county of Jefferson	) Acknowledgement )
I do hereby certify SUSOW A. CO LEXINGTON VILLAS, LLC, on behalf and acknowledged the due execution of the	e foregoing instrument.
Witness my hand and official seal this	7_ day of January, 2014.
Notary Public for Start of Alabamo My Commission Expires: 9/11/17	L)  Comming the co
	My Comm. Expires  Sept. 11, 2017  Sept. 11, 2017  Sept. 11, 2017  ALAB AMARIMMUM  MANAGEMENT ALABAMA  MANAGEMENT  MANAGEMENT  MY Comm. Expires  Sept. 11, 2017  Sept. 11, 2017

10/11/2806 15:4 433:6233 RDED, INDEXED Rec Fee:\$82.00 St Fee:SO.08 Pa es:76 Lexington County ROD Debra M. Gunter RESTRICTIONS Bk: Pa 11455:301

# STATE OF SOUTH CAROLINA COUNTY OF LEXINGTON LEXINGTON VILLAS, LLC

TO

) MASTER DEED ESTABLISHING
) LEXINGTON VILLAS
)

LEXINGTON VILLAS
HORIZONTAL PROPERTY REGIME
)

In the Town of Lexington, County of Lexington, State of South Carolina, on this 2s day of September, in the year Two Thousand Six, Lexington Villas, LLC, a South Carolina Limited Liability Company organized under the laws of South Carolina and authorized to transact business in South Carolina, with its principal places of business in Lexington, South Carolina, (hereinafter referred to as "Declarant"), does hereby declare:

1. LAND. Declarant is the sole owner of the land described in Exhibit "A" attached hereto and made a part hereof which is more particularly shown on the plat thereof, said plat being described on Exhibit "C" and being recorded in the Lexington County Land Records Office, South Carolina, in Plat Book 1) 45 at Page 300. A1SO 8Z 211-1 - P9-a tr

2. PROPERTY; REGIME; ASSOCIATION. Declarant does hereby, by duly executing this Master Deed, submit the land referred to in Section 1, together with the buildings and improvements erected and planned thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Property") to the provisions of the Horizontal Property Act of South Carolina (the "Act"), and does hereby state that it proposes to create and does hereby create, with respect to the Property, a Horizontal Property Regime that shall be known as the Lexington Villas Horizontal Property Regime (hereinafter sometimes referred to as the "Regime") to be governed by and be subject to the provisions of this Master Deed and the provisions of the Act. Declarant does further declare that it has caused to be formed an

association known as **Lexington Villas Homeowners Association, Inc.**, a not-for-profit South Carolina corporation (hereinafter referred to as the "Association") which shall, pursuant to the provisions of Section 27-31-90 of the Act, constitute the Council of Co-Owners of the Regime and shall be governed by this Master Deed and the By-Laws attached hereto.

- 3. IMPROVEMENTS. The improvements constructed on and forming a part of the Property are constructed or are to be constructed in accordance with the survey and the floor plans referenced on Exhibit "D" hereto and made a part hereof (the "Plans"), which survey was prepared by U.S. Group, Inc., engineers duly licensed to practice in the State of South Carolina under Registration Certificate Number C00137.
- 4. DEFINITIONS. The terms used in this Master Deed and in the Exhibits hereto shall have the meanings stated in the Horizontal Property Act and as follows, unless the context otherwise requires:
- a. Act means the Horizontal Property Act as currently set forth in Title 27, Chapter 31 of the Code of Laws of South Carolina, 1976, as amended.
- b. Additional Land is the tract of land owned by the Declarant adjacent to the Condominium, as more particularly described in Exhibit B hereto. Some or all of the Additional Land may be submitted to the terms of this Declaration to effect the expansion of the Condominium.
- c. Assessment means a Co-owner's pro rata share of the Common Expenses which from time to time is assessed against a Co-owner by the Association.
- e. Association means the Council of Co-Owners as defined by the Act, and also means Lexington Villas Homeowners Association, Inc., the corporate form by which the Council of Co-Owners shall operate the Regime.
- f. Board of Directors or Board means the group of persons selected, authorized and directed to manage and operate the Association as provided by the Act, this Master Deed and the By-Laws.
- g. Building means a structure or structures comprising a part of the Property.

- h. Common Elements means the General and Limited Common Elements, as defined herein in Section 11 and in the Act.
- i. Common Expenses means the expenses for which the Co-owners are liable to the Association and include:
- expenses of administration, expenses of maintenance, insurance, operation, repair or replacement of the Common Elements, and of the portions of Villas which are the responsibility of the Association.
  - 2. expenses declared Common Expenses by provisions of this Master Deed.
- j. Common surplus means the excess of all receipts of the Association, including but not limited to, Assessments over the amount of Common Expenses.
- k. Co-owner means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns a Villa.
- 1. Condominium means a Villa in Lexington Villas Horizontal Property Regime.
- m. Condominium ownership means the individual ownership of a particular Villa in a building and the common right to a share, with other Co-owners, in the General and Limited Common Elements of the Property.
- m. Council of Co-Owners means all the Co-owners as defined herein and it shall also refer to the Association as herein defined.
- n. Declarant means Lexington Villas, LLC, a South Carolina limited liability company with its principal places of business located in Lexington, South Carolina, and its successors and assigns.
- o. Majority of Co-owners means the Co-owners owning fifty-one (51%) percent or more of the statutory value of the Property as a whole as referenced in Section 14.
- p. Master Deed means this deed or declaration establishing and recording the Property of the Regime and all exhibits hereto.
- q. Owner (See "Co-owner" above in Section 4(i)).

- r. Percentage Interest is the individual percentage interest in the Common Elements allocated and appertaining to each Unit. The Percentage Interest appertaining to each Unit is calculated as the percentage that the par value of that Unit bears to the sum of the total par value of all the Units, as such number may be increased from time to time in connection with the expansion of the Regime.
- s. Person means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.
- t. Property means and includes the land, the Buildings, all improvements and structures thereon, as shown and described on Exhibits "A", "and C" and all easements, right and appurtenances belonging thereto.
- u. Regime means Lexington Villas Horizontal Property Regime created by the Master Deed and all references to the Association, as herein defined, shall likewise include reference to the Regime and vice versa.
- v. Villa as used herein has the same connotation as the term "Apartment" as used in the Act and means a part of the Property intended for any independent residential use including one or more rooms or enclosed spaces located on one or two floors (or parts thereof) in a Building, and with a direct exit to a public street or highway, or to a common area or areas leading to such street or highway. (Note: In some of the project documentation the Villas may be referred to as "residences" or "units").
- w. Utility services means and shall include, but shall not be limited to, electric power, hot and cold water, heating, refrigeration, air conditioning, telephone, cable or satellite television, gas, garbage and sewage disposal.
- 5. **DESCRIPTION** OF **VILLAS**; USE; REPAIRS, **ALTERATIONS**.
- a. GENERAL **DESCRIPTION** OF VILLAS. The Property includes four (4) Buildings with
  3 unit types being one story and 1 unit type being 2 story, each Building containing four
  (4) individual units for a total of Sixteen (16) units, all of which are to be used for

residential purposes only. The Buildings contain composite shingle roofs and all masonry exteriors.

The units are capable of individual utilization on account of having their own exits to the Common Elements of the Property and a particular and exclusive property right thereto, and also an undivided interest in the General and Limited Common Elements of the Property, as hereinafter listed in this Master Deed, necessary for their adequate use and enjoyment all of the above in accordance with the Act.

b. INDIVIDUAL VILLA TYPES. There are four (4) basic types of residential units in Lexington Villas Horizontal Property Regime Property Regime. There are three(3) unit types with single story living and one(l) unit type which has a second floor, said types described as follows:

Canterbury unit, 2 bedrooms, 2 bathrooms, family room, den or optional 3rd bedroom, sunroom, dining area, kitchen, and laundry room with attached 2 car garage.

Abbey unit, 2 bedrooms, 2 bathrooms, family room, sunroom, dining area, kitchen, and laundry room with attached 2 car garage.

Chateau unit, 3 bedrooms, 2 full and 1 half bath, family room, dining area, kitchen, and laundry room with attached 2 car garage. (This unit incorporates a bedroom and bath suite on a second level).

Villa unit, 2 bedrooms, 2 bathrooms, family room, dining area, kitchen, and laundry room with attached 2 car garage.

- \* The approximate square footage is computed by net area to include the square footage from exterior face of all frame walls that enclose heated or air conditioned space. It does not include patios, porches, garages, or exterior storage closets/areas.]
- c. WALK THROUGH DESCRIPTION OF VILLAS. The four (4) basic floor plans for the Regime are described as follows: (Note: all references to square footage are approximations).
- \*Canterbury unit(1,816 SF) 2 bedrooms, 2 bathrooms, family room, den or optional 3'd bedroom, sunroom, dining area, kitchen, and laundry room with attached 2 car garage.

\*Abbey unit(1,718 SF) 2 bedrooms, 2 bathrooms, family room, sunroom, dining area, kitchen, and laundry room with attached 2 car garage.

\*Chateau unit(1,926 SF) 3 bedrooms, 2 full and 1 half bath, family room, dining area, kitchen, and laundry room with attached 2 car garage. (This unit incorporates a bedroom and bath suite on a second level).

\*Villa unit(1,324 SF) 2 bedrooms, 2 bathrooms, family room, dining area, kitchen, and laundry room with attached 2 car garage.

The mailing address for an individual Villa is building #(4), unit No. 2, Laryn Lane(ie:, 402 Laryn Lane) Lexington, South Carolina 29072."

All of the aforementioned Villas are more particularly shown on the Plans thereof attached hereto on Exhibit "D" which Plans are incorporated herein and said plans, together with the Villa numbers and square footage of area in each Villa, and likewise together with the description of Villa boundaries as hereinafter set forth in Section 6, shall constitute a complete description of the Villas within the Regime.

#### 6. BOUNDARIES; GENERAL RULE.

a. The upper and lower boundaries of each Villa are the interior unfinished surfaces of the floors and ceilings of each Villa. The parametric boundaries of each Villa, extended to an intersection with the upper and lower boundaries are as follows:

i. As to all Villa exterior walls which physically divide the Villa from Common Elements of the Building, or from another Villa, it shall be the vertical plane of the unfinished surface of the interior wallboard subject to such encroachments as now exist or may be caused or created by the construction, settlement or movement of the Building or by permissible repairs, construction or alterations. All insulated glass windows and all doors directly accessing the Villa are part of the Villa.

ii. All vertical planes of each Villa shall extend to intersections with each other.

- b. Without limiting the foregoing, each Unit shall include the following:
  - the decorated surfaces, including paint, varnish, wall covering, tile and other
    finishing material, applied to floors, ceilings and interior and perimeter walls,
    carpeting, and also the floors and ceilings themselves and the drywall, paneling,
    and other finishing wall material;
  - ii. entrance doors (including garage doors), windows (including frames, sashes, jams, and hardware), and screens;
  - iii. all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limitation, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and ovens, television antennas and cabinets, furnaces, hot water heaters, heat pumps, air conditioning units (even if located outside the boundaries of a Unit), vents (including portions located outside the boundaries of a Unit) and components of the foregoing, if any;
  - iv. any portion of any electrical, plumbing (including, without limitation, faucets), heating, gas or other utility system (not owned by the utility provider), which serves only that Unit, and is located under that Unit or attached to the exterior of that Unit;
  - v. all control knobs, switches, thermostats and electrical outlets and connection affixed to or projecting from the wall, floors and ceilings which service either the Unit or the fixtures located therein;
  - vi. the portion of the fireplaces actually within the interior of a Unit, and fireplace vents or chases;
  - vii. the space in the attached garage;

- viii. in the case of a Unit with a screened or glassed in porch, the space in that screened or glassed in porch; and
- $_{
  m ix.}$  the attic space or storage space above a Unit, to which the Unit has direct and exclusive access.

#### 7. OWNER'S RESPONSIBILITIES FOR MAINTENANCE AND REPAIR

- a. While generally an Owner is responsible for the maintenance and repair of the area described above in Section 6 as being included in a Villa, notwithstanding the generality of the foregoing description of Villa boundaries, each Villa Owner shall also be responsible for maintenance and repair of the following, whether it shall be defined as within a Villa or not:
- i. the doorways, windows, vents, and other structural elements in the walls,
   floors, and ceilings of the Villa which are regarded as enclosures of space;
- ii. the doors opening into the Villa and into any mechanical area integral to the Villa, including the frames, casings, hinges, handles, and other fixtures which are part of the doors;
- iii. the window glasses, screens, frames, wells, and casings which are part of the windows opening from the Villa;
  - $_{
    m iv.}$  the plumbing and mechanical vents which exclusively serve the Villa;
- v. the appliances, air conditioning and heat pump units, (compressors, air handlers and condensers), water heaters, lavatories, bath tubs, toilets, carpeting, floor covering, flooring, trim, ceilings, walls, insulation, fireplace and other fixtures, furnishings, and building materials which are part of the Villa at the time of initial closing from Declarant to the Villa Owner, and any subsequent replacements thereof;
- vi. the screens, lattice work, partitions, railings, or balustrades bounding or enclosing any deck, walkways, porch or service area that is integral and exclusive to the Villa, and the concrete surface, and/or topping within any such area;
  - vii. all pipes, wires, ducts, and other plumbing, mechanical, and electrical

appurtenances which are integral and exclusive to the Villa, including lamps attached to the exterior of the Villa;

viii. The Owner's garage (single(s) or double) on the ground level which constitutes a part of the Villa; and

ix. any damage to the Villa itself or to a contiguous (i.e. either adjacent, upstairs or downstairs) Villa caused by a negligent action or inaction within the Owner's Villa, which directly or indirectly causes damage to the other Villa or to the Villa itself.

b. Except in the event of an emergency situation, in the event that the Association determines that any Owner has failed or refused to discharge properly his obligations with respect to the maintenance, cleaning, repair, or replacement of items for which he is responsible under this Master Deed, then the Association shall give such Owner written notice of the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement at such Owner's sole cost and expense, and setting forth with reasonable particularity the maintenance, cleaning, repair, or replacement deemed necessary. Except in the event of emergency situations, such Owner shall have fifteen (15) days in which to complete said maintenance, cleaning, repair, or replacement in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair, or replacement and diligently proceed to complete said maintenance, cleaning, repair, or replacement in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, the Association may provide any such maintenance, cleaning, repair, or replacement at such Owner's sole cost and expense, and said cost shall be added to and become a part of the Assessment to which such Owner and his Villa are subject and shall become a lien against such Villa as provided herein.

#### 8. USES OF VILLAS.

- a. Each Villa is restricted as to use by the Owner or Owners thereof and invitees, it being the intent of the Declarant that the Building be used for residential purposes only which are consistent with and appropriate to the design of the Building.
- b. The Declarant herein subjects the Regime to the further limitation and restriction that it shall be used and occupied for whole-time residential dwellings.
- c. No Villa Owner shall do, suffer, or permit to be done, anything in his Villa which would impair the soundness or safety of the Regime, or which would be noxious or offensive or an interference with the peaceful possession and proper use of other Villas, or which would require any alteration of or addition to any of the Common Elements to be in compliance with any applicable law or regulation, or which would otherwise be in violation of law.
- d. In case of any emergency originating in or threatening any Villa, regardless of whether the Owner is present at the time of such emergency, the Association's Board of Directors and all managerial personnel shall have the right to enter such Villa for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the Owner of each Villa, if required by the Association, shall deposit under the control of the Association a key to such Villa.
- e. Reference is made to the initial Rules and Regulations attached as Exhibit "G" enacted for the orderly use and enjoyment of the Villas and Common Elements.
- f. Notwithstanding anything else to the contrary in this Master Deed, the Declarant, and its designated agents, shall be permitted to use one or more Villas as well as the Clubhouse for purposes of a real estate sales models, leasing, management and/or operations offices.
- g. Declarant further reserves the right, but not the obligation, to improve and/or to maintain the Common Elements of the Regime. In the event any of the improvements constituting common elements of the Regime herein are not being maintained by the Association in a manner in keeping with the overall image of Lexington Villas for as long as Declarant is the owner of any

villain the Regime or any of the Future Phase Property, Declarant, in the Declarant's reasonable discretion, may provide notice to the Association of the deficiencies; and in the event that the Association does not take remedial action within thirty (30) days from the date of said notice, then Declarant may take necessary action to improve and/or maintain the Common Elements and shall be reimbursed by the Association for the reasonable costs expended.

h. The Declarant hereby declares and affirms that the use restrictions described herein shall be deemed restrictive covenants running with the land and are imposed as a limitation and burden upon each Villa and upon the Declarant and upon all future Owners of Villas.

- 9. DEEDS TO VILLAS. On the transfer of a Villa, a deed effecting that transfer conveys all the seller's interests in that Villa to the purchaser, including the seller's interest in the real and personal property of the Association, any reserve accounts applicable to that Villa, and in any cause of action or chose in action either of the Association or arising out of his ownership of that Villa, whether or not those interests are expressly described in the deed.
- 10. ASSESSMENTS FOR COMMON EXPENSES; RESPONSIBILITIES
  FOR MAINTENANCE. The obligations of all Villa Owners with regard to assessments for
  Common Expenses and the maintenance and repair of the individual Villas shall be as provided in
- 11. COMMON ELEMENTS: The Common Elements of the Property are as follows:
- a. General Common Elements: General Common Elements are as follows:

the By-Laws of the Association.

i. The Property, excluding the Limited Common Elements and the Villas, and including, but not limited to the land on which the Villas are constructed, the foundations, roofs, exterior portions of perimeter walls, including exterior wall surfaces, those portions of partitions and walls separating Villas not otherwise part of the Villa, gutters, load-bearing columns or walls, slabs, public utility lines; and pipes, wires or conduits located within slabs or elsewhere in the Buildings other than as described in Section 6. In each instance there shall also be included the space actually occupied by the above.

ii. All roads, walkways, paths, breezeway areas, wood decking and boardwalks, seating areas, trees, shrubs, yards, (except such as are designated as Limited Common Elements) gardens, planter areas, trellis', etc.

- iii. The equipment rooms, trash areas, common maintenance storage rooms and closets, and sprinkler systems and area occupying same.
- iv. All installations, and area occupying same, outside of the Villas for services such as power, light, gas (including underground storage tanks) telephone, television (including satellite dishes), water and other similar utilities.
- v. All sewer, drainage and irrigation pipes, excluding those which are the property of the utility district.
- vi. Such easements through the Villas for pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Villas, General Common Elements and Limited Common Elements and easements for access, maintenance, repair, reconstruction or replacement of structural members, equipment, installations and appurtenances, and for all other services necessary or convenient to the existence, maintenance, safety and use of the Property, whether or not such easements are erected during construction of the Property or during reconstruction of all or any part thereof, except such easements as may be defined as Limited Common Elements.
- vii. All areas not designated as a Limited Common Element and not described as lying within the boundary of a Villa as described in Section 6 hereof and all other elements of the Property constructed or to be constructed on the Property, rationally of common use or necessary to the existence, upkeep and safety of the Property and in general all other devices or installations existing for common use.
- 12. **LIMITED COMMON ELEMENTS:** Limited Common Elements as defined in the Act are those Common Elements reserved for the use of certain Villa owners to the exclusion of other owners. In Lexington Villas, the Limited Common Elements are as

follows:

- a. All balconies, patios and decks immediately adjacent to each Villa or to which each Villa has direct access from the interior thereof as shown on the floor plans identified as Exhibit "D".
- b. The space lying between the upper boundary of each Villa as described in Section 6 and the floor or roof above such Villa subject to easements for utilizing service as previously described.
- c. Driveways leading to the garages of each Villa whose use is reserved to the owners of those Villas requiring such use to access their garages..

These Limited Common Elements are non-severable from the Villa and are deemed to be automatically conveyed with the Villa without any specific reference to same being required in the conveyance documents.

- d. All other areas depicted as Limited Common Elements to the Villas on the floor plans attached as Exhibit "D".
- 13. **REVOCATION AND AMENDMENT.** The dedication of the Property to the Horizontal Property Regime herein may be revoked, or the Property removed from the Regime, or any of the provisions herein amended upon (i) the consent of owners of Units to which seventy-five (75%) or more of the votes allocated to all of the Units appertain, and (II) the recording of an instrument setting forth such amendment in the Office of the ROD for Lexington County, South Carolina.

Notwithstanding the foregoing, (I) amendments made to effect the expansion of the Condominium, (II) technical amendments which do not materially alter the substantive rights of Unit Owners, and (III) amendments to conform this Declaration to the requirements and guidelines, as modified from time to time, of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or the United States Veterans Administration need only have the consent of the Declarant.

Notwithstanding the foregoing, Declarant shall have the right, pursuant to the terms of this Declaration, to expand or to contract the Condominium without the consent or any person or entity and nothing in the Master Deed shall be construed as a limitation upon the right of Declarant to expand or contract the Condominium without the consent of any Villa owner or mortgagee.

#### 14. **PERCENTAGE** OF INTEREST OF VILLAS.

a. ALLOCATION OF **UNDIVIDED** INTEREST IN COMMON ELEMENTS. Pursuant to the provisions of S. C. Code Ann. § 27-31-60 of the Condominium Act, an undivided ownership interest in the common elements is allocated to each Unit in the Condominium based upon the par value of each Unit. The par value and Percentage interest allocated to each Unit is shown on Exhibit "E" hereto.

**b. VILLA TYPES/STATUTORY VALUES:** The four (4) basic types of units have the following statutory value for purposes of the Act:

- \*Canterbury-\$207,90 0
- \*Abbey-\$199,900
- \*Chateau-\$202,900
- \*V illa-\$179,900
- c. TOTAL VALUE. The total statutory value of the Property and Additional Property at completion of all envisioned Units is \$20,174,400.00.

(\$19,374,400 in unit value and \$800,000 in common area/clubhouse amenities).

NOTE: THESE VALUATIONS ARE FOR PURPOSES OF THE SOUTH CAROLINA HORIZONTAL PROPERTY ACT ONLY.

#### 15. OPTION TO EXPAND THE CONDOMINIUM

A. RESERVATION. Declarant reserves an option (the "Expansion Option"), exercisable until the seventh anniversary of the recordation of this Declaration, to expand the Condominium upon the additional land form time to time without the consent of any Unit Owner or any mortgagee of

the Declarant, of any such Unit Owner or of any other person or entity being required prior to such anniversary. The additional land, or any portion thereof may be added to the Condominium at any time, at different times, in any order, without limitation. Declarant expressly reserves the right, exercisable without limitation, in Declarant's sole discretion, to terminate the Expansion Option at any time by amending this instrument (or any amendment to his instrument) in accordance with the Condominium Act. Each addition to the Condominium by Declarant's exercise of this Expansion Option shall be referred to as a separate Phase of the Condominium. b. ASSURANCES. Declarant makes no assurances as to the location of improvements on the Additional Land. At such time the Condominium is expanded, the maximum number of Units with the additional land will not exceed eighty, for a total of ninety-six Units within the entire Condominium when fully expanded. All units created on the Additional Land shall be restricted to residential use. The Declarant makes no assurances as to what improvements may be constructed on the Additional Land but such improvements will be reasonably compatible in quality of construction, materials and architectural style with the other construction on the Land. All Units constructed on the Additional Land shall be constructed substantially according to any o four floor plans. The four floor plans and par value assigned to each floor plan that may be constructed upon the Additional Land are as follows:

Floor Plan	Par Value	
Villa	1	
Chateau	1.1	
Abbey	1.2	
Canterbury	1.3	

The Percentage Interest allocated to the Units will be adjusted at the time the phase incorporating the Units is added to the Condominium so that the sum of the Percentage Interests allocated to all of the Units total 100%. The Declarant reserves the right to designate Limited Common Elements on the Additional Land and the right to designate Common Elements therein which may be subsequently assigned as Limited Common Elements. The Declarant makes no

assurances as to types, size, or maximum number of such Common Elements or Limited Common Elements. The allocation of Percentage Interests in the Additional Land shall be made on the basis set forth in section 14 of this Declaration. If the Declarant shall not add any portion of the Additional Land, the Declarant shall nevertheless have the same right to construct all or any portion of any building on the Additional Land and operate the same without restriction, Without limiting the generality of the foregoing, nothing contained herein shall limit or restrict nor be so construed as to limit or restrict as to all or any portion of the Additional Land that is not added to the Condominium, the number of dwelling units or other improvements that may be constructed thereon, the use that may be made of such property or improvements, or the architecture of such improvements.

c. IMPLICATIONS OF EXPANSION. Each time the Declarant exercises the Expansion Option, the Condominium, as so expanded, shall be subject to all provisions of this Declaration and each Unit Owner in the Condominium, as so expanded, shall be a member of the Association.

16. ASSOCIATION; BY-LAWS. As noted in Section 2 hereof, Declarant will cause to be created an entity known as Lexington Villas Owners' Association, Inc, which shall be an Council of Co-Owners to serve as the body by which the Villa owners will manage the affairs of the Regime.

Each Villa owner shall have voting rights in said Association in the same percentage as the percentage of interest his Villa has in the Common Elements. The administration of the Regime, and consequently of the Association, consisting as aforesaid of the Property described above, shall be in accordance with the provisions of the By-Laws.

b. AUTOMATIC **MEMBERSHIP** IN ASSOCIATION. Each Villa owner shall automatically become and be a member of the Association so long as he continues to be a Villa owner and shall exercise such percentage of vote in all matters as shown in Section 1+. In the event that a Villa is owned by more than one person, the person entitled to cast the vote for the Villa shall be designated by a certificate signed by all the record owners of the said Villa and filed

with the Secretary of the Association. Further, should such Villa owner be a corporation, the person entitled to cast the vote for the Villa shall be designated by a certificate signed by the President or Vice President of the corporation and attested to by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Should such Villa Owner be a partnership, the person entitled to cast the vote for the Villa shall be designated by a certificate signed by the general partner (or if such general partner is a corporation, by the President or Vice President of such corporation) and filed with the Secretary of the Association. Should such Villa Owner be a limited liability company, the person entitled to vote for the Villa shall be designated by a certificate signed by an authorized member of the limited liability company and filed with the Secretary of the Association. All such certificates shall be valid until revoked, superseded by a subsequent certificate, or until there has been a change in ownership of the Villa concerned. All such certificates shall be valid until revoked, superseded by a subsequent certificate, or until there has been a change in ownership of the Villa concerned.

18. HORIZONTAL PROPERTY REGIME CONSTITUTED. As appears above, a

Horizontal Property Regime is hereby constituted under and subject to the provisions of the Act,
so that Villas may be conveyed and recorded as individual properties capable of independent use
and each having its own exit to the Common Elements of the Property, and each Villa Co-owner
having an exclusive and particular right over his respective Villa and in addition the specified
undivided interest in the Common Elements of the Property.

#### 19. DECLARANT SUBJECT TO MASTER DEED; DECLARANT USE.

a. **DECLARANT USE; GENERAL.** So long as the Declarant owns one or more of the Villas, the Declarant shall be subject to the provisions of this Master Deed and the Exhibits attached hereto; provided, however, that Declarant's lessees, invitees, guests, etc., shall be entitled to all of the privileges and rights, and be subject to the requirements hereunder, of a Co-owner with respect to the use of the Property excluding voting rights which shall remain with the Declarant.

b. DECLARANT USE AS SALES MODEL. Provided further, that Declarant, and its successors and assigns, shall be entitled to use one or more of the Villas and the Clubhouse as models for purposes of a sales model and/or office until the entire project as well as the contiguous properties to be developed by Declarant has been sold, it being the intent of Declarant that said reserved rights do not conflict with the residential use restriction described hereinabove. 20. TIME-SIL4RING/INTERVAL AND FRACTIONAL OWNERSHIP. The Declarant herein subjects the Property of the Regime to the further limitation and restriction that it shall be used and occupied for whole-time residential dwelling Villas, and such dwelling Villas shall not be utilized for purposes of time-sharing or interval ownership, timesharing or interval licenses, time-sharing or interval leases, fractional interest or similar plans as those items are currently generally utilized in the real estate industry or as those or similar terms are expressed or defined in Title 27, Chapter 32, Code of Laws of South Carolina, 1976, as amended i.e. the South Carolina Vacation Time Sharing Act and the South Carolina Multiple Ownership Act. 21. PROVISIONS AND COVENANTS APPLICABLE TO VILLAS. Each Co-owner shall comply with the provisions of this Master Deed and authorized amendments thereto; By-Laws, decisions and resolutions of Board or other representatives, as lawfully enacted from time

and plans of the Property and amendments thereto.

22. RESIDENTIAL USE. All Unit shall be used for private residential purposes exclusively, except such temporary non-residential uses as may be permitted by the Board of Directors form time to time. Nothing in this Declaration shall be construed to prohibit the Declarant from (a) using any Unit which Declarant owns for sales or management offices or for promotional,

marketing or display purposes as "model units," or (b) leasing any Unit or Units which Declarant

to time, together with any lawfully adopted amendments thereto. The failure to comply with such

provisions, decisions, or resolutions shall be grounds for an action to recover sums due for

damages or for injunctive relief. The Villas shall also be conveyed subject to the recorded plat

owns. Any unit Owner that is a corporation, trust, or partnership shall annually notify the Association in writing of the name or names of those persons entitled to use the Unit. 23. LEASING. No Unit shall be rented for transient or hotel purposes or for any period less than six months, without the prior written approval of the Board of Directors. Furthermore, no portion of a Unit less than an entire Unit shall be rented. No Unit Owner shall lease a Unit other than on a written form or lease; (i) requiring the lessees to comply with the Condominium Instruments and such rules and regulation as are promulgated by the Board of Directors from time to time; (ii) providing that failure to so comply constitutes a default under the lease; and (iii) providing the Board of Directors shall have the power to terminate the lease or bring summary proceedings to evict the lessee in the name of the Unit Owner/Lessor with thirty days after the delivery of written notice of such default to each of them. The Board of Directors may require a standard form lease for use by Unit Owners. Each Unit Owner shall, promptly following the execution of a lease of a Unit, forward a copy thereof to the Board of Directors certified by the Unit owner as a true, correct copy. The provisions of this Section shall not apply to the Declarant or to any Mortgagee who comes into possession of the Unit by reason of any remedies provided by law or in any mortgage, or as a result of foreclosure or judicial sale, or as a result of any proceeding, arrangement, or deed in lieu of foreclosure.

#### 22. GENERAL CONDITIONS/MISCELLANEOUS MATTERS.

- a. COMMON ELEMENTS NOT PARTITIONED. Except as provided, the Common Elements shall remain undivided and no Co-owner shall bring any action for partition and/or division.
- b. COMMON ELEMENTS NOT **SEVERABLE** FROM VILLAS. The undivided interest in the Common Elements, including, but not limited to, those specific Limited Common Elements described herein shall not be separated from the Villa to which it appertains and shall be deemed conveyed or encumbered with the Villa even though such interest is not expressly mentioned or described in the conveyance or other instrument.

#### c. NONUSE NOT **EXEMPTION** OF **LIABILITY** FOR COMMON **EXPENSES**.

No Co-owner of a Villa may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Villa.

- d. ALL USERS OF PROPERTY SUBJECT TO MASTER DEED. All present or future Co-owner, tenants, future tenants, or any other person that might use the facilities of the Property in any manner, including those who may lease from the Declarant, are subject to the provisions of this Master Deed and any amendments thereto, and that the mere acquisition or rental of any of the Villas shall signify that the provisions of this Master Deed and any authorized amendment thereto are accepted and ratified.
- e. ASSESSMENTS **SUBORDINATE** TO MORTGAGEE TAKING TITLE. Where a mortgagee or other purchaser of a Villa obtains title by reason of foreclosure or deed in lieu of foreclosure of a mortgage covering a Villa, such acquirer of title, his or its heirs, successors, assigns or grantees, shall not be liable for assessments by the Association which became due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the Association from filing and claiming liens for such assessments and enforcing same as provided by law, and that such assessment shall be subordinate to such mortgage.
- f. CONDEMNATION. In the event of a condemnation of a portion of the Property which is subject to this Master Deed, no reallocation of interests in the common areas resulting from a partial condemnation of such a Project may be effected without the prior approval of the Villa Owners and the eligible holders holding mortgages on all remaining Villas, whether existing in whole or in part, and which have at least seventy-five (75%) percent of the votes of such remaining Villas subject to eligible mortgage holders.

The Association shall represent the Villa Owners in any condemnation proceedings or in

negotiations, settlements and agreements with the condemning authority for acquisition of the common areas, or part thereof. Each Villa Owner appoints the Association as attorney-in-fact for such purposes. In the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or the Insurance Trustee, for the use and benefit of the Villa Owners and their mortgagees as their interests may appear.

- g. **EASEMENT FOR ENCROACHMENT.** If any portion of the Common Elements now encroaches upon any Villa or if any Villa now encroaches upon any other Villa or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of:
- (i) settling of the building;
- (ii) alteration or repair to the Common Elements made by or with consent of the Board or;
- (iii) as a result of repair or restoration or the building or any Villa by damage by fire or other casualty; or
- (iv) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the building or buildings stand.
- h. OTHER REGIME EASEMENTS. Each Villa Owner shall have an easement in common with the owners of all other Villas to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements, if any, located in any of the other Villas and serving his Villa. Each Villa shall be subject to an easement in favor of the owners of all other Villas to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Villas and located in such Villa. The Board shall have the right of access to each Villa to inspect the same to remove violations therefrom and to maintain, repair or replace Common Elements contained therein or elsewhere in the building.

i. EASEMENT TO FACILITATE SALES. The Declarant reserves and easement to facilitate sale of Villas within the Regime. All Units are subject to this Easement. Declarant reserves the right to use any Units owned by Declarant as models, management offices or sales offices until such time as Declarant conveys title thereto to Unit Owners. Declarant reserves the right to relocate such model, management office or sales office form time to time within the Regime. In addition, Declarant reserves the exclusive right to use and control the club house and related parking for use as a sales office until all 96 Units in the Regime have been sold to Unit Owners other than Declarant. Unless expressly agreed by Declarant, neither the Association nor Unit Owners may use such facilities without obtaining the written permission of Declarant. Declarant further reserves the right to maintain advertising signs in compliance with applicable governmental regulations. Such signs may be placed in any location with the Regime and may be relocated or removed, and at the sole discretion of the Declarant.

j. EASEMENTS FOR OPERATIONS. Easements to the Association shall exist upon, over and under all of the Regime for ingress and egress from, and the installation, replacing, repairing, and maintaining of all utilities, including, but not limited to water sewer, gas, telephone, electricity, security systems, master television antennas and cable television, and the road system and walkways, and for all other purposes necessary for the proper operation of the Regime. By these Easements, it shall be expressly permissible for the Association to grant to the appropriate public authorities and private companies and contractors permission to construct and maintain the necessary appurtenances and improvements on, above, across and under the Regime, provided that such appurtenances and improvements do not unreasonable interfere with the use and enjoyment of the Condominium, Should any public authority or other company furnishing a service request a specific easement, permit, or license, the Board shall have the right to grant such easement, permit, or license without conflicting with the terms hereof. In addition, in the event the Board determines the grant of easement rights to others is in the best interests of the Association, the Association shall have the right to grant the same, provided that use of the same

would not, in the sole judgment of the Board, unreasonably interfere with the use and enjoyment of the Condominium by the Unit Owners.

- k. DECLARANT'S RIGHT TO GRANT EASEMENTS. The Declarant shall have the right, during the period of Declarant's control, to grant and reserve, and does reserve for itself and its successors and assigns, easements and rights-of-way through, under, over and across the Land for construction purposes, for slopes, and for th installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, cable television, and other utilities. Declarant also reserves the right to grant and reserve, and doe hereby reserve for itself and successors and assigns, any other easements and rights of-way required to facilitate sharing of services between the Regime and any portion of the Additional Land not them a part of the Regime and to provide for vehicular and pedestrian access to and from any portion of the Additional Land not then a part of the Regime and the public and private rights of way adjacent to the boundaries of the Regime.
- 1. **EASEMENTS** NOT **FOR PUBLIC USE.** Nothing contained in this Declaration shall be deemed to grant *any* easements to the public or for the public's use. Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, postal services, delivery persons, and trash removal personnel to enter the Common Elements in the performance of their duties, subject to such rules and regulations as the Board may establish from time to time.
- i. SEVERABILITY. The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any section, sub-section, sentence, clause, phrase or word, or other provision of the Master Deed and the By-Laws or any authorized amendment hereto shall not impair or affect in any manner the validity or enforceability of the remaining portions hereof and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.
- j. NON-WAIVER. No provision contained in this Master Deed shall be deemed to

have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

- k. **GENDER AND NUMBER.** The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.
- 1. APPLICABLE LAW/INTERPRETATION. This Master Deed is set forth to comply with the requirements of the Act as presently constituted or as hereafter amended. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control. In all cases, the provisions of this Master Deed shall be given that reasonable interpretation or construction which will best effect consummation of the general plan of land use restrictions and affirmative obligations of the Property, which will carry out the intent of the Declarant as expressed herein, and which will preserve the Property as a situs for an attractive, well maintained, community.

Should any provision of this Master Deed or any section, paragraph, sentence, clause, phrase or term in this Master Deed be declared to be void, invalid, illegal, or unenforceable for any reason by the adjudication of the highest court or other tribunal which considers such matters and has jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable. Contrary to the restrictive common law rule of construction, this Master Deed shall by this covenant be interpreted broadly to touch and concern the Property with recognition of modem economic, land use planning and real estate finance and development principles, theories and practices. It is the Declarant's intent, and all Owners who take subject to the Master Deed, to covenant and agree, and are thereby estopped to deny, that any reserved right or function of the Declarant and/or Association, and any other covenant condition, restriction or obligation within these Covenants is intended to promote the use and enjoyment of the Property, is intended to

foster the creation, preservation or enhancement or economic or intangible values associated with the Property, and does touch and concern, benefit and burden and run with the Property.

m. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Master Deed or the intent of any provisions hereof.

n. EXHIBITS. All Exhibits to this Master Deed shall be an integral part of this instrument.

#### 23. LIMITED WARRANTIES.

SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE FITNESS, DESIGN, OR CONDITION OF ITEMS OF TANGIBLE PERSONAL PROPERTY OR FIXTURES, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER HEREBY SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

Except as specifically provided herein, the sale of the villa by Seller to Purchaser shall be "as is" and "where is".

IN WITNESS **WHEREOF,** Declarant has executed this Master Deed, and the appropriate corporate seal affixed hereto this ay of September in the year of Our Lord Two Thousand Six and in the Two Hundred and Twenty-Ninth year of the Sovereignty and Independence of the United States of America.

#### SIGNED, SEALED AND DELIVERED

By: Lexington Villas, LLC., a South Carolina Limited Liability Company

Witness 1
Was life of Reac

ACKNOWLEDGMENT

I do hereby certify <code>thatC>t:'K</code> Uende --- as Manager of **LEXINGTON VILLAS**, LLC, on behalf of the LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this

day of September, 2006.

Notary Public for  $1^{\text{hu}}$  Notar

(SEAL)

## Exhibit A Legal Description

ALL that certain piece, parcel or lot of land, together with the improvements thereon, if any, situate, lying and being in the County of Lexington, State of South Carolina, being shown as Twenty and Thirty-two Hundredths of an acre (20.32), more or less, as shown on that certain plat prepared for Triangle Development Group, LLC by Jack H. Locklair, Jr. (SCPLS #: 12842) dated 1 December 2004 and recorded February 2, 2005 in the Office of the Register of Deeds for Lexington County in Record Book 9885 at Page 100 and also Slide 802/2; reference to which is craved for a more complete description of metes and bounds, be all measurements a little more or less.

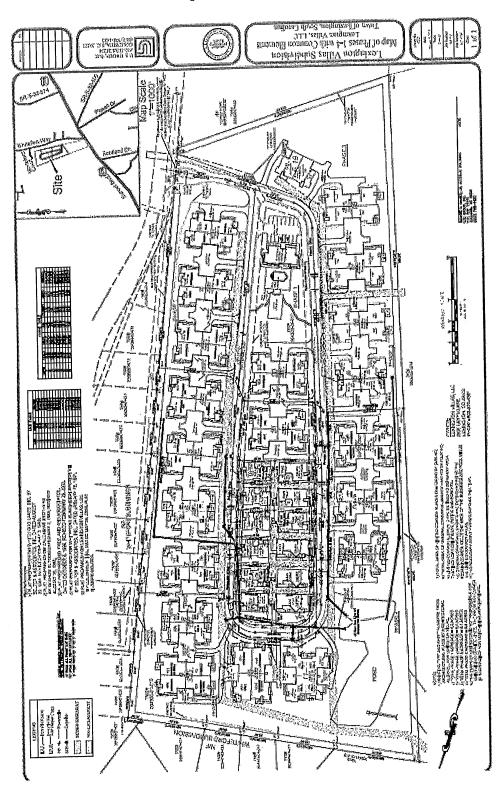
#### AND

ALL that certain piece, parcel or lot of land, together with the improvements thereon, if any, situate, lying and being in the County of Lexington, State of South Carolina, being shown as 0.0009 acres, more or less, as shown on that certain plat prepared for Lowe's Home Centers by Freeland & Associates dated 29 February 2000 and recorded in the Office of the Register of Deeds for Lexington County in Record Book 5667 at Page 102; reference to which is craved for a more complete description of metes and bounds, be all measurements a little more or less. This being shown as P. O. B. Remainder Spite Strip on the aforementioned plat.

TMS# 04300-01-019 (p/o)

**DERIVATION:** This being a portion of the property conveyed to Lexington Villas, LLC by deed of Gayle C. Legrande, et al. as recorded August 2, 2005 in the Office of the Register of Deeds for Lexington County in Book 9885 at Page 1.

### Exhibit B [Deleted]



## Exhibit D [See attached]

Exhibit D-1 Plot Plan and Floor Plans

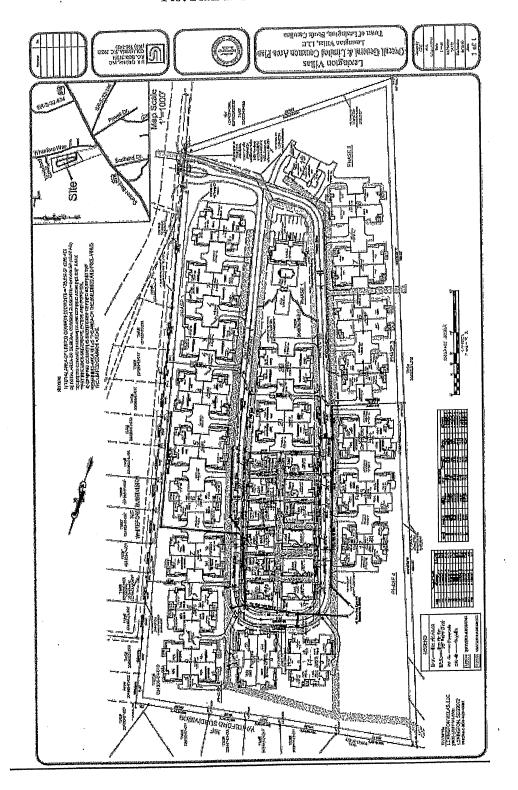
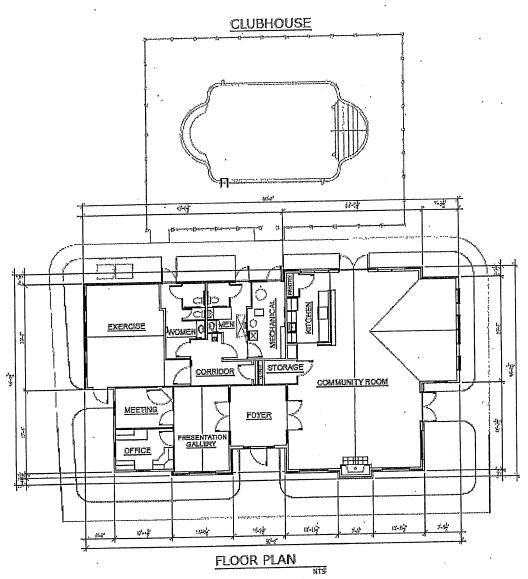


Exhibit D-2a

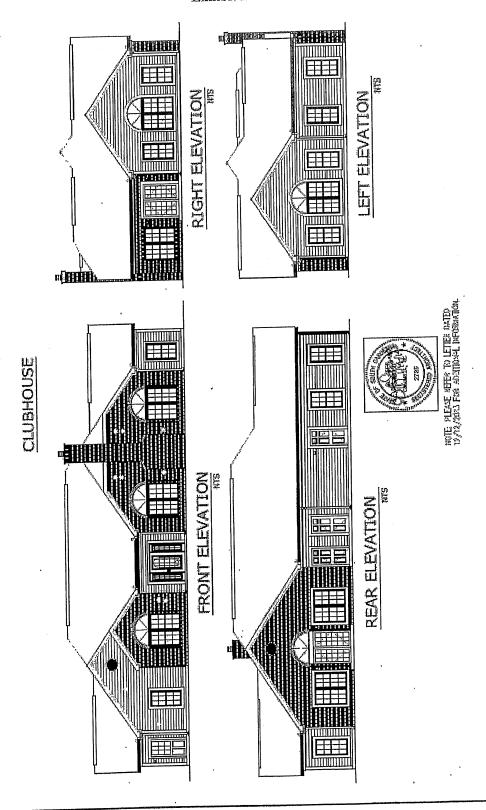


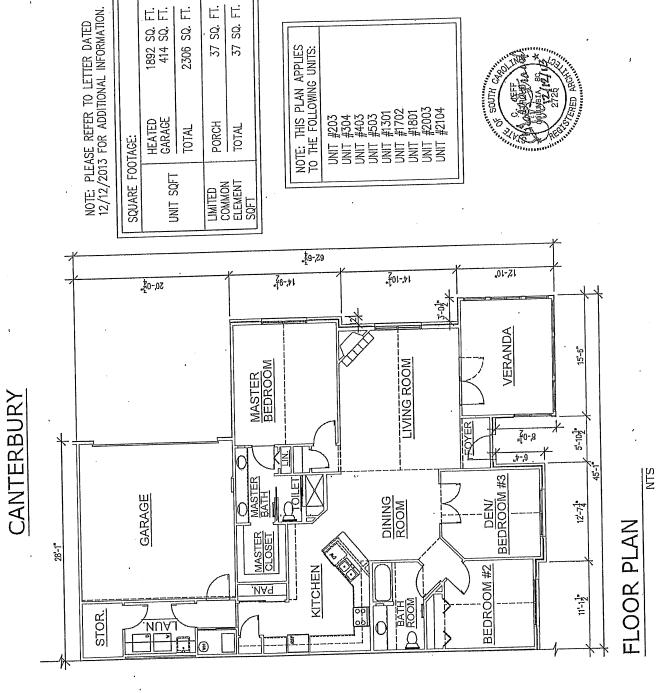
HOTE: PLEASE REPER TO LETTER CATED 12/12/2013 FOR AUXITIONAL INFORMATION.

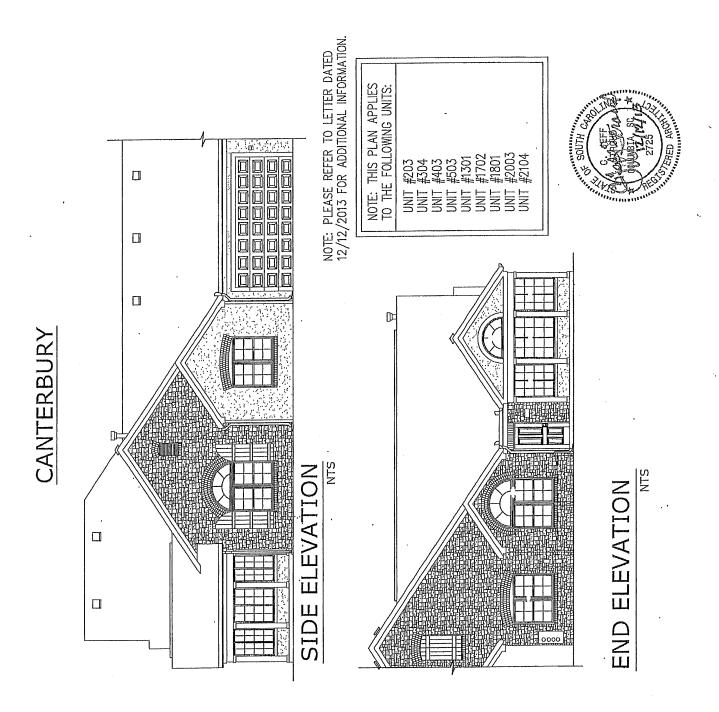


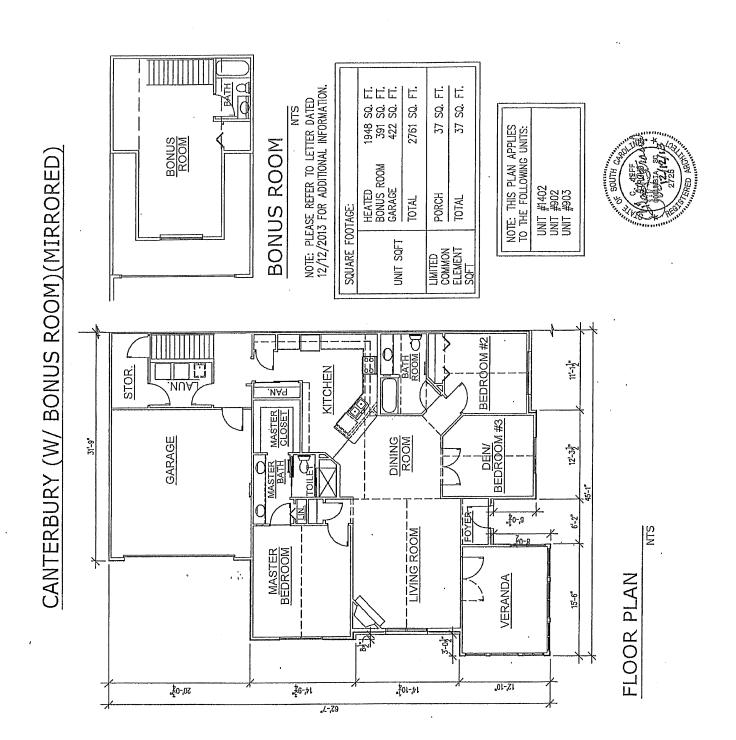
SQUARE FOO	TAGE.	
CONNECT CLUBHOUSE SOFT	HEATED FRONT FORCH	2999 93. FT. S0 94. FT.

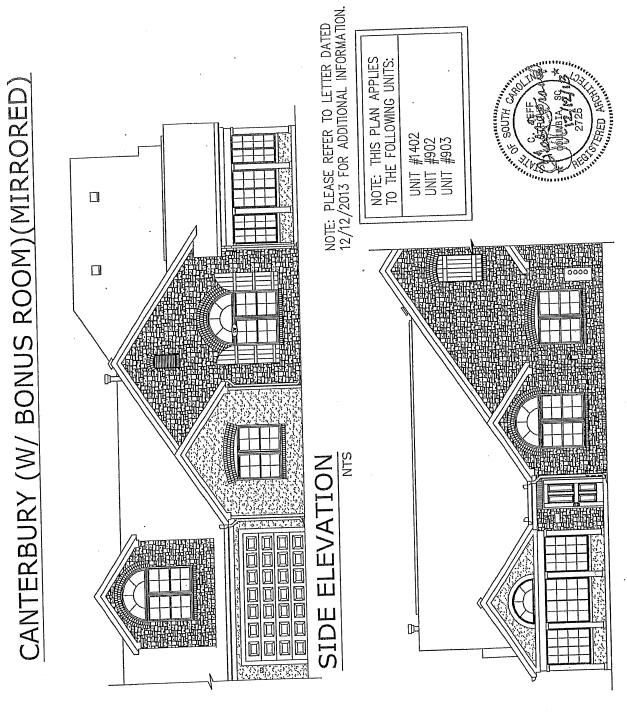
Exhibit D-2b



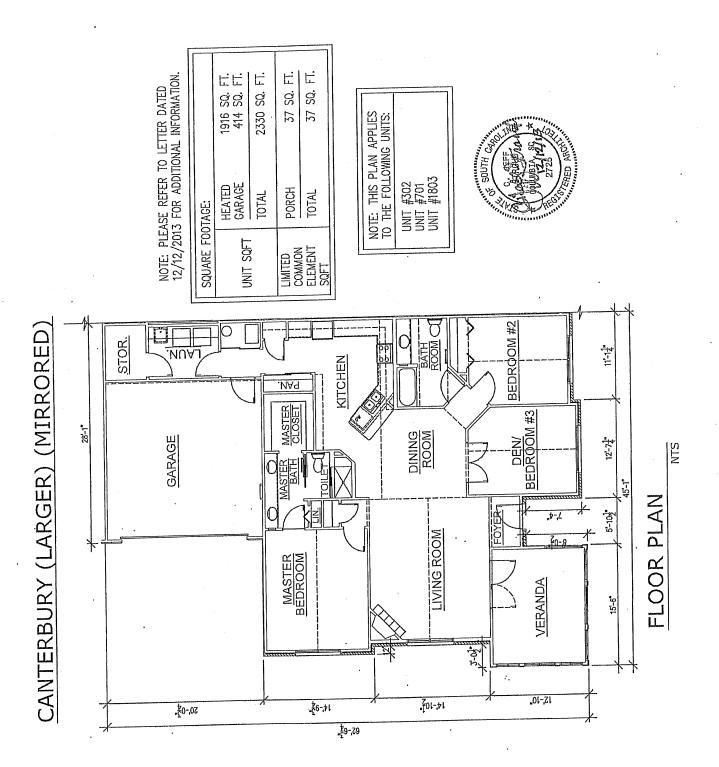




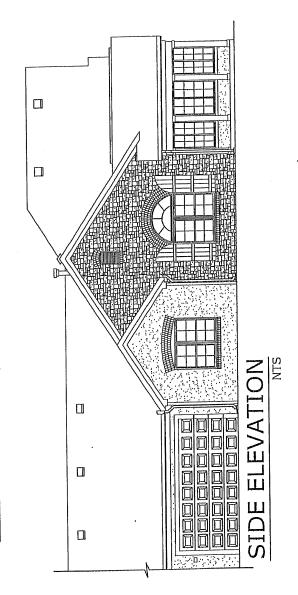




END ELEVATION NTS



# CANTERBURY (LARGER) (MIRRORED)



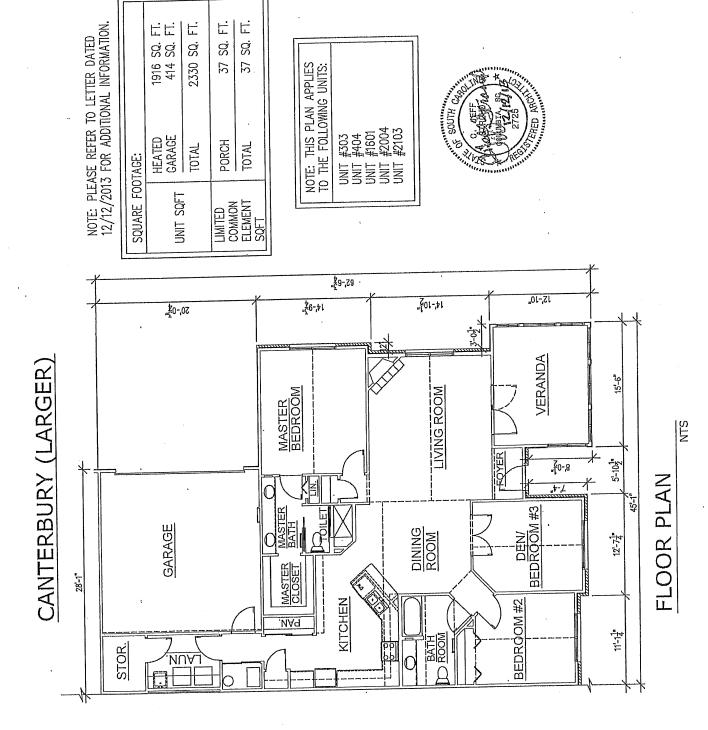
NOTE: PLEASE REFER TO LETTER DATED 12/12/2013 FOR ADDITIONAL INFORMATION.

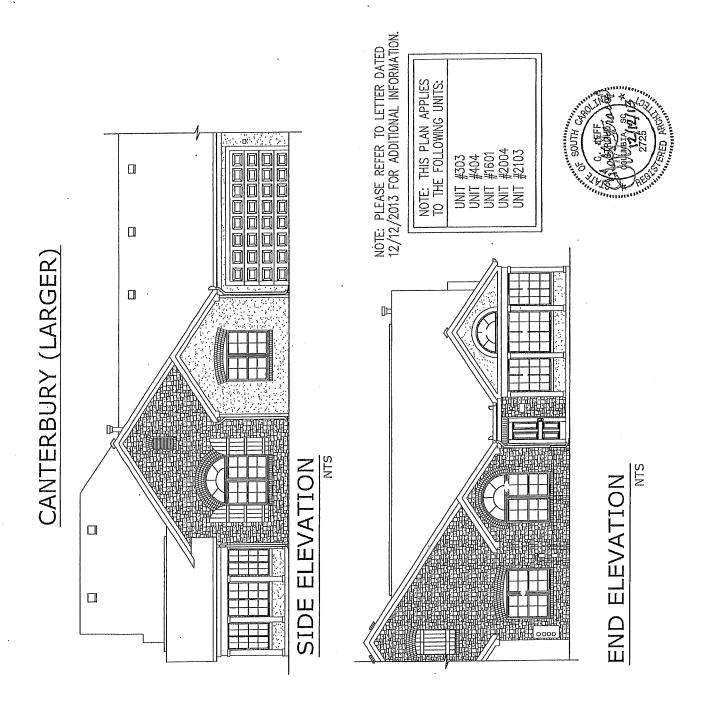




END ELEVATION

STN





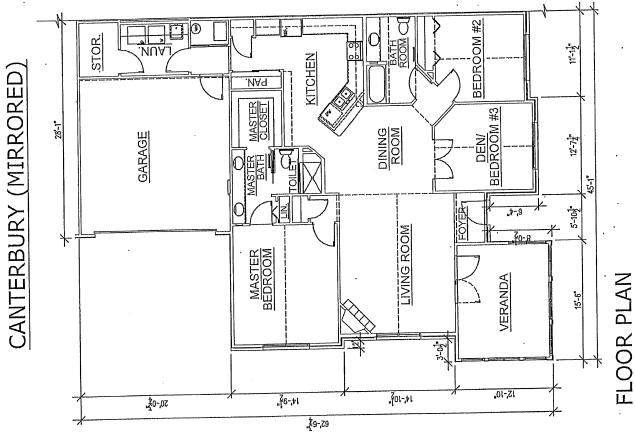
NOTE: PLEASE REFER TO LETTER DATED 12/12/2013 FOR ADDITIONAL INFORMATION.

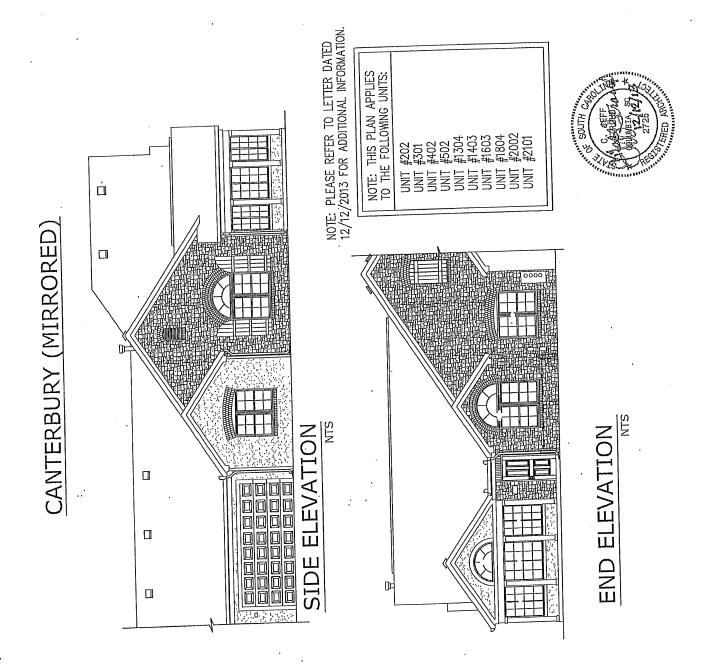
SQUARE FOOTAGE:	)TAGE:	•
HINIT SOFT	HEATED GARAGE	1892 SQ. FT. 414 SQ. FT.
3	TOTAL	2306 SQ. FT.
LIMITED	PORCH	37 SQ. FT.
ELEMENT SQFT	TOTAL	37 SQ. FT.

NOTE: THIS PLAN APPLIES TO THE FOLLOWING UNITS: UNIT #202 UNIT #301 UNIT #1304 UNIT #1403 UNIT #1603 UNIT #1603 UNIT #1804 UNIT #2002 UNIT #2101
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NTS





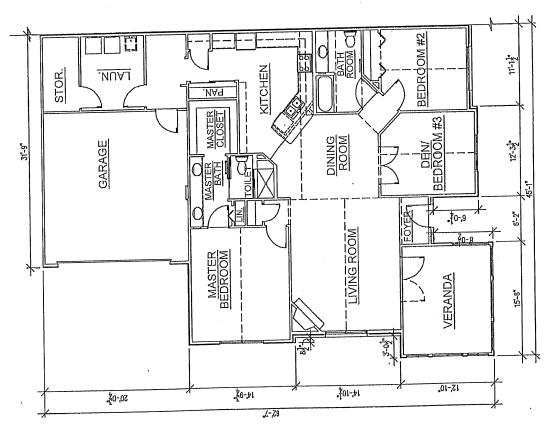
CANTERBURY (NEXT TO BONUS CANTERBURY)(MIRRORED)

NOTE: PLEASE REFER TO LETTER DATED 12/12/2013 FOR ADDITIONAL INFORMATION.

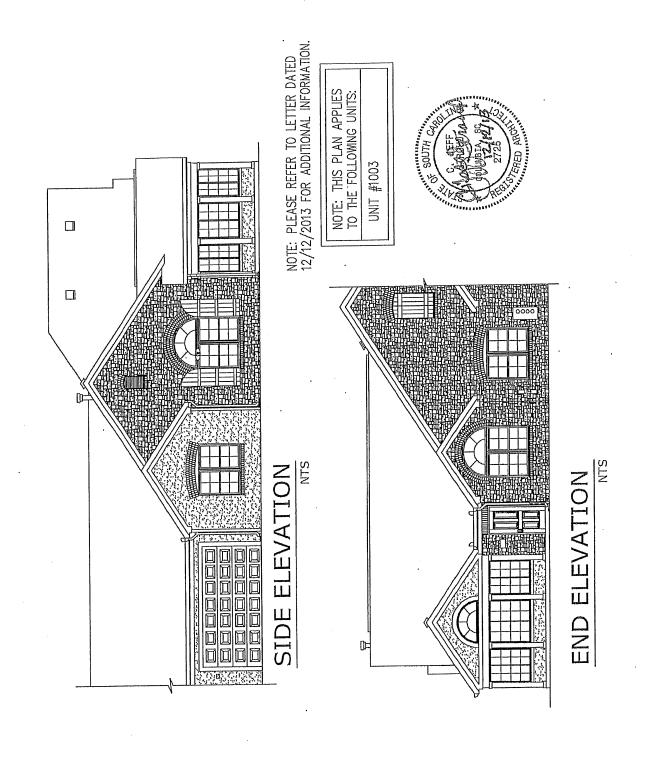
SQUARE FOOTAGE:	TAGE:	
TAOP TINIT	HEATED BONUS ROOM GARAGE	1948 SQ. FT. 391 SQ. FT. 422 SQ. FT.
7	TOTAL	2761 SQ. FT.
LIMITED	PORCH	37 SQ. FT.
ELEMENT SQFT	TOTAL	37 SQ. FT.

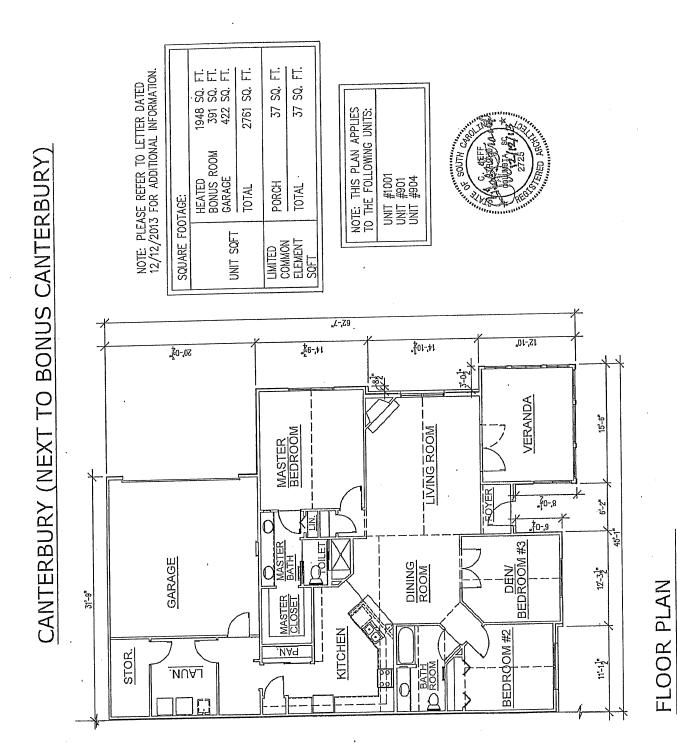




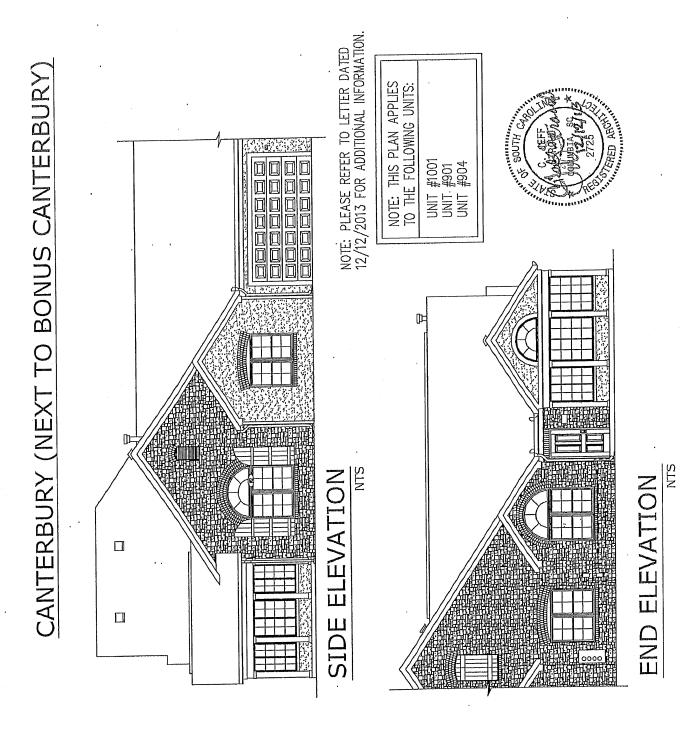


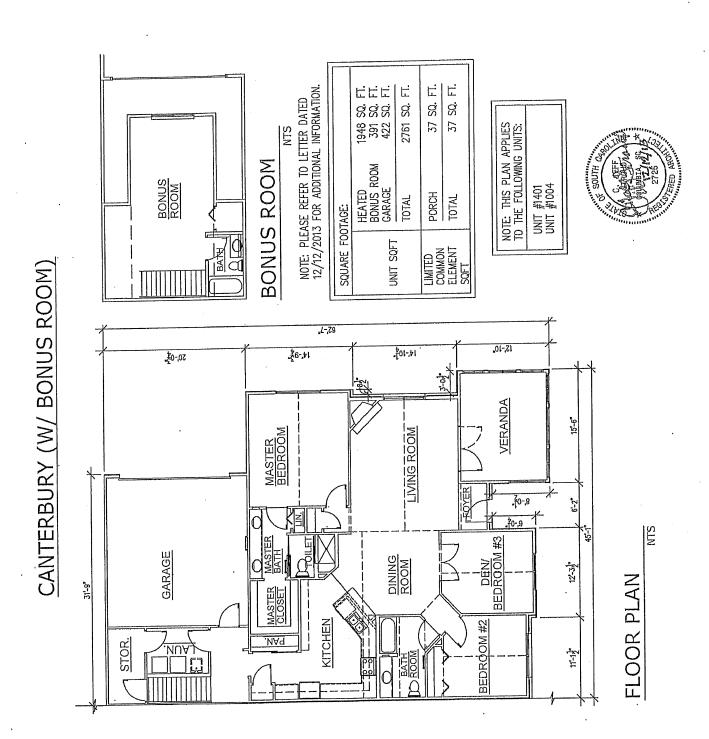
FLOOR PLAN NTS

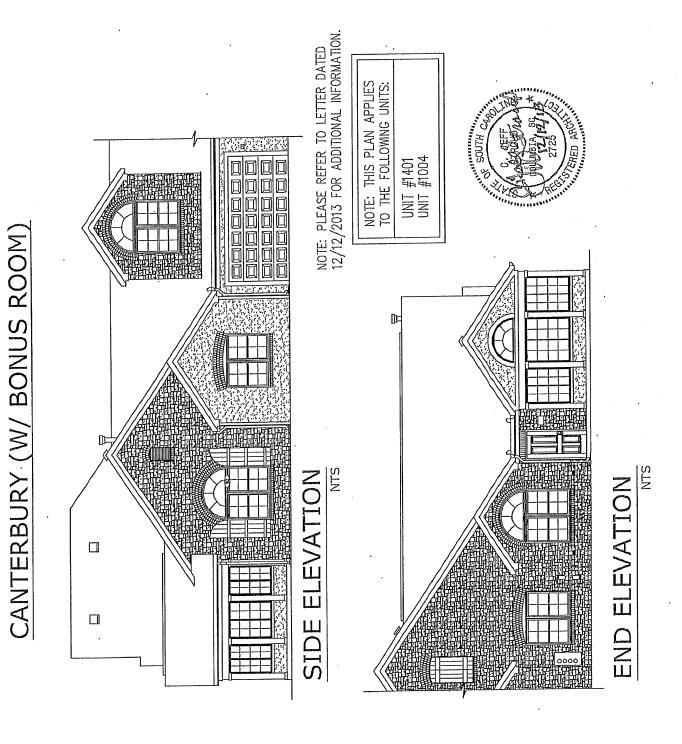




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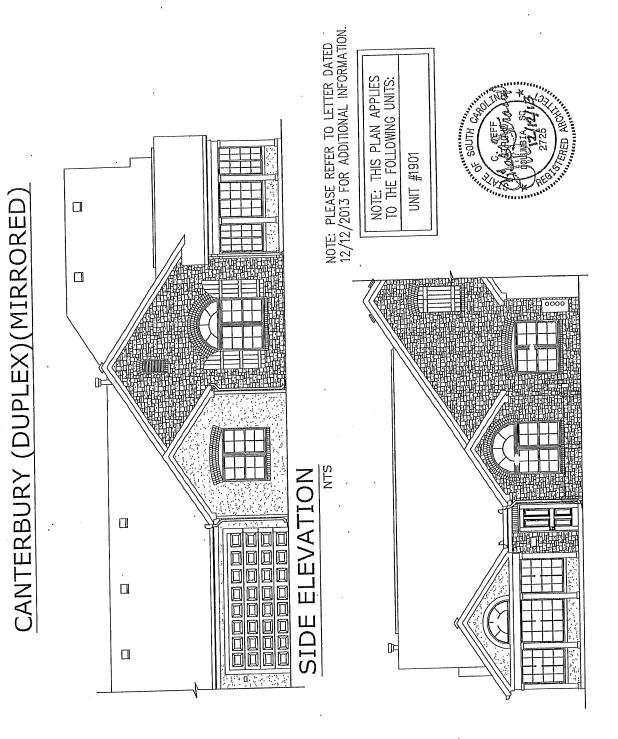


		, 1
NOTE: THIS PLAN APPLIES- TO THE FOLLOWING UNITS:	1061# HIND	SOUTH

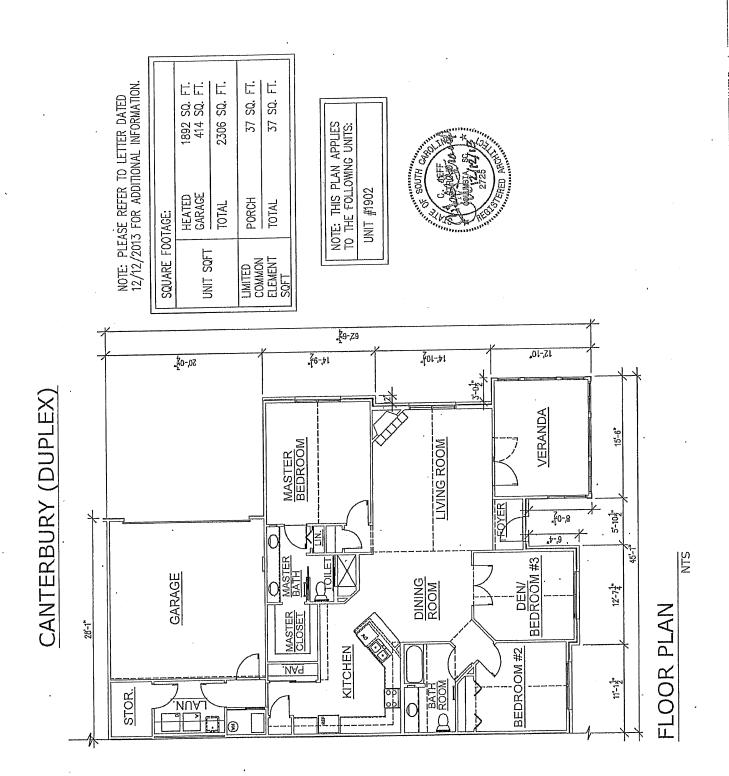
BEDROOM #2 BATH ROOM CO STOR. 11'-1} KITCHEN MASTER DEN/ BEDROOM #3 28'-1" DINING GARAGE 12'-7# 5-10-**,** b-,9 LIVING ROOM MASTER BEDROOM VERANDA 15-6" 3-07 15,-10, 14,-101, 14:-97. 50,-0<del></del>4, <u>.</u>†9-,Z9

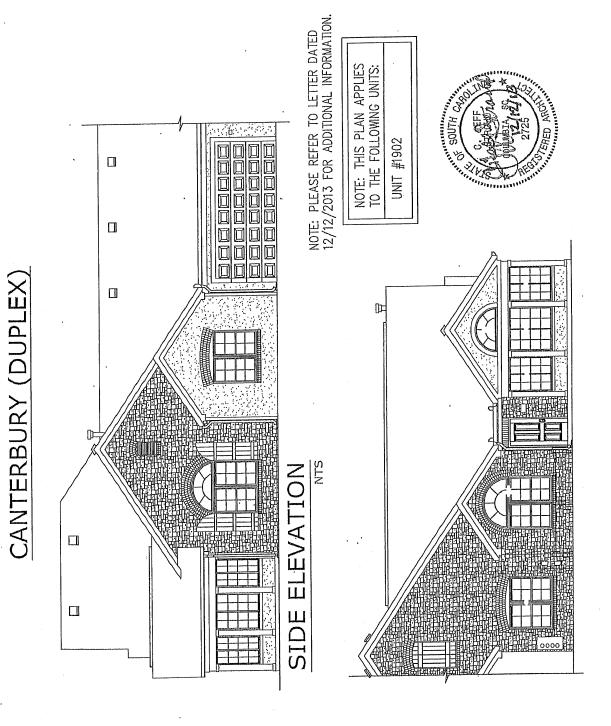
NTS

FLOOR PLAN



END ELEVATION





END ELEVATION

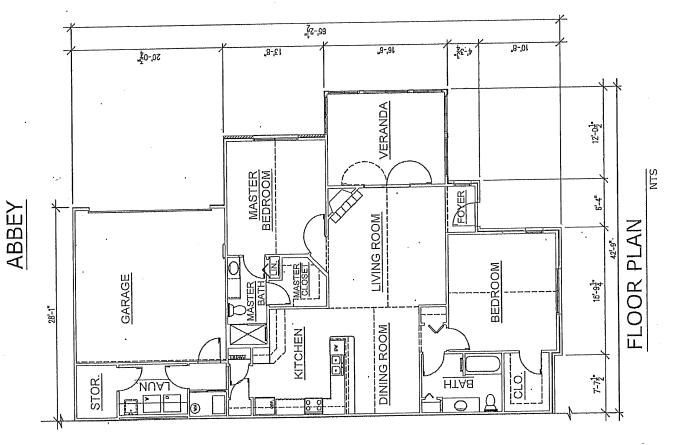
NTS

NOTE: PLEASE REFER TO LETTER DATED 12/12/2013 FOR ADDITIONAL INFORMATION.

SQUARE FOOTAGE:	TAGE:	
. LAOS LINIT	HEATED GARAGE VERANDA	1544 SQ. FT. 414 SQ. FT. 199 SQ. FT.
3	TOTAL	2157 SQ. FT.
LIMITED COMMON ELEMENT SQFT	N/A	

NOTE: UNIT UNIT UNIT UNIT
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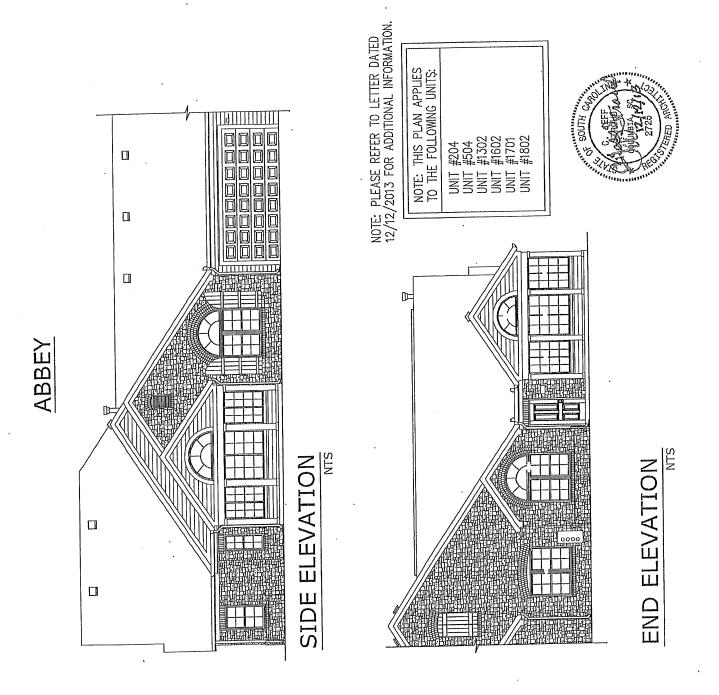
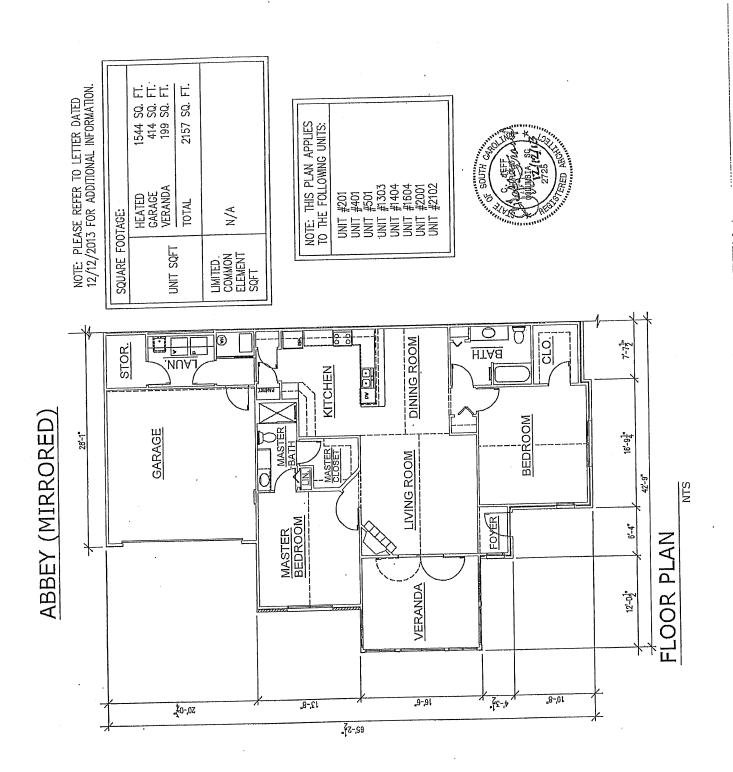
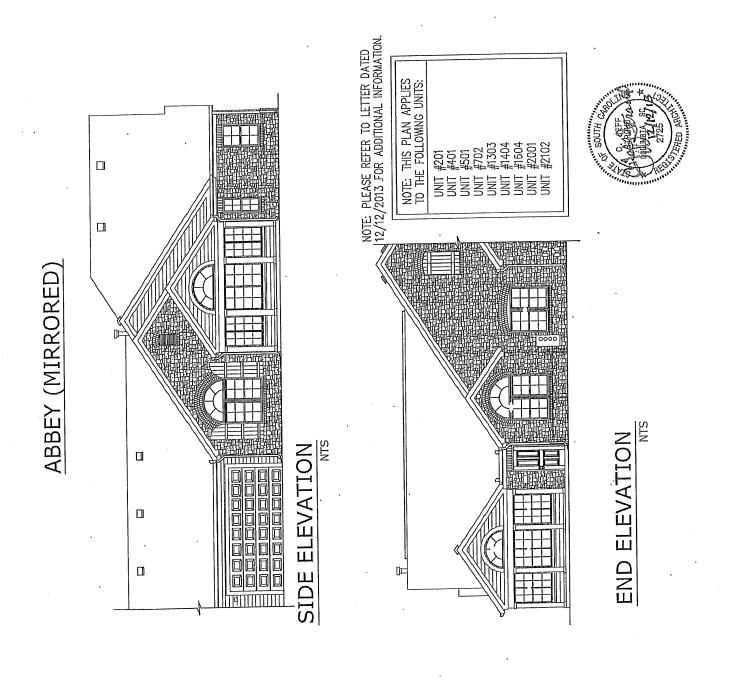
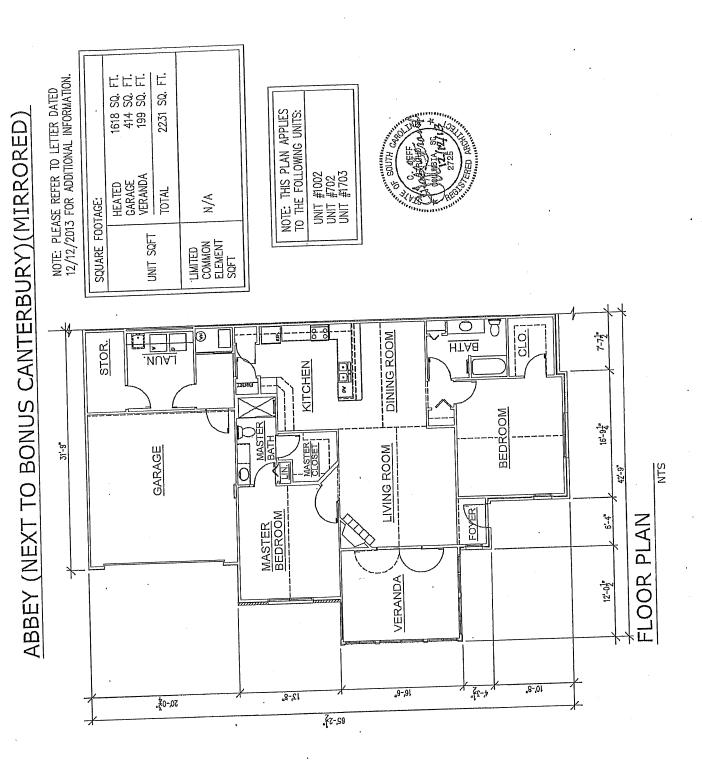
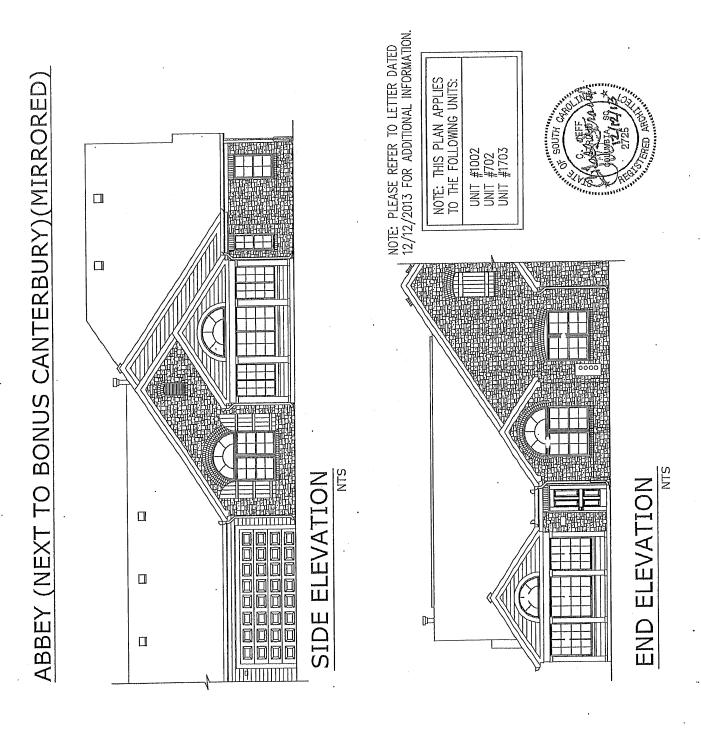


Exhibit D-14a







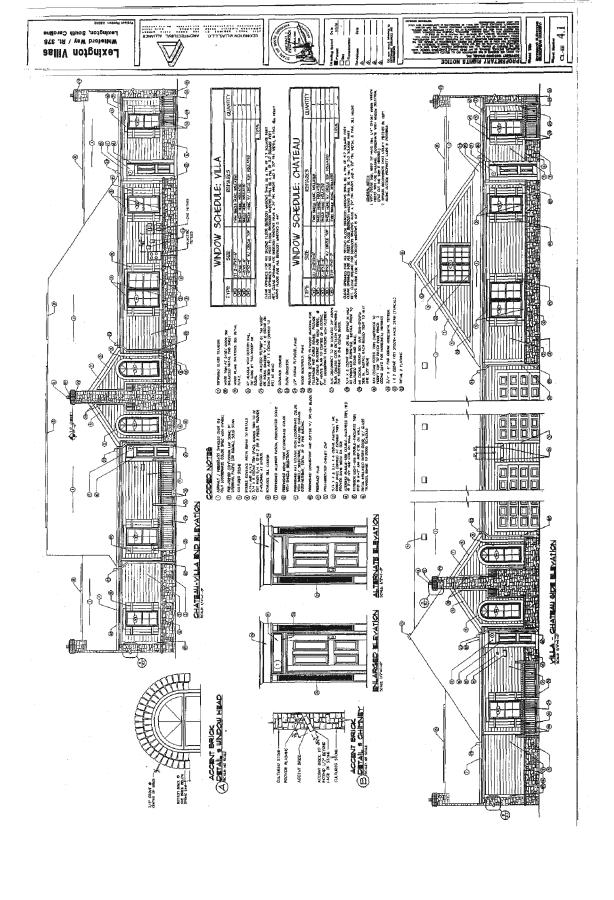


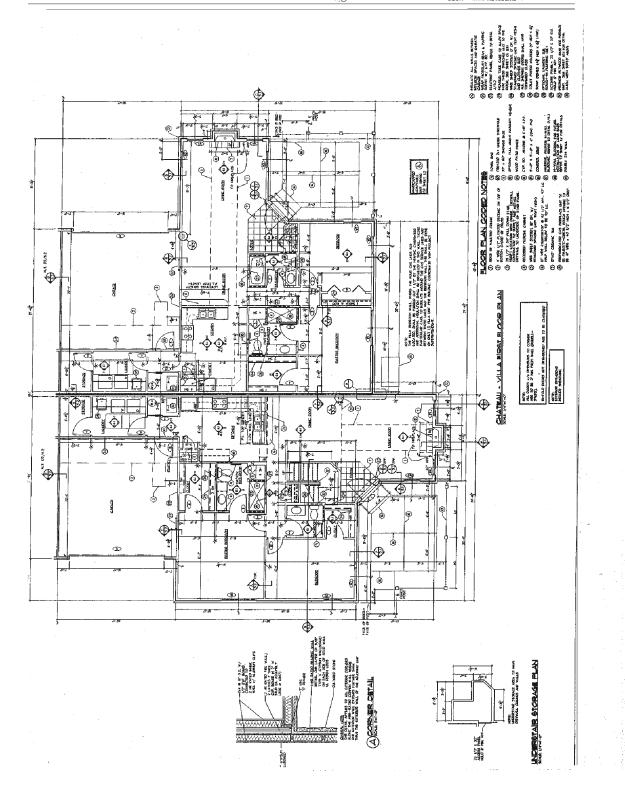
### Exhibit D-16a

Floor Plan and Elevation for Chateau See original Master Deed.

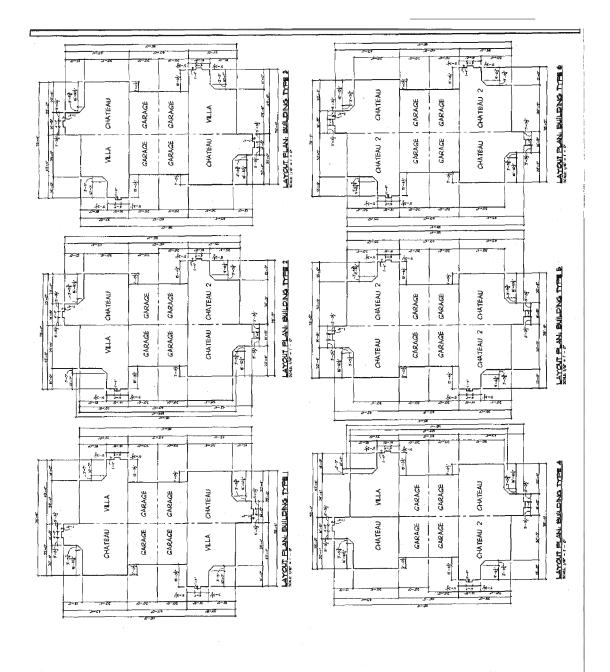
### Exhibit D-16b

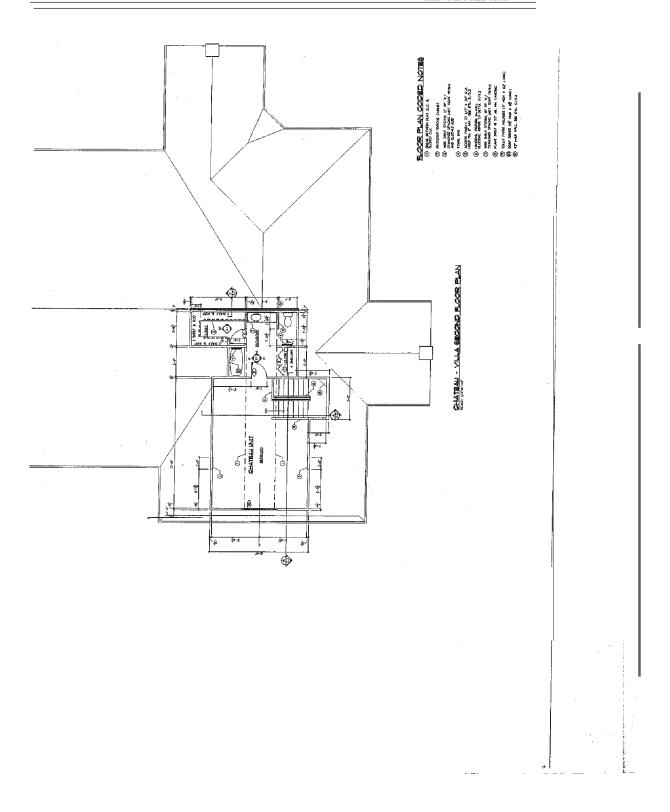
Floor Plan and Elevation for Villa See original Master Deed.



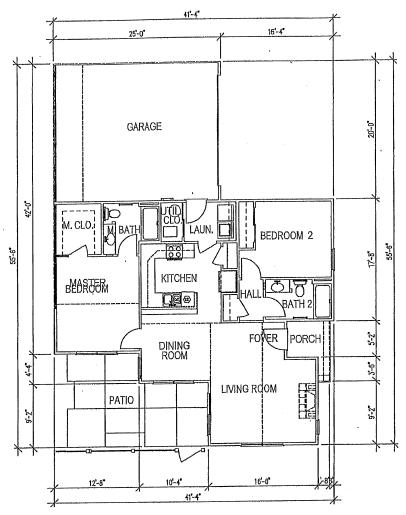








PDA-1 ABORETA



### FLOOR PLAN

NTS

NOTE: THIS PLAN APPLIES TO THE FOLLOWING UNITS:
UNIT #604 UNIT #1104 UNIT #1501



SQUARE FOO	TAGE:	
UNIT SQFT	HEATED GARAGE	1137 SQ. FT. 500 SQ. FT.
ONIT DAIL	TOTAL	1637 SQ. FT.
LIMITED COMMON	PORCH PATIO	39 SQ. FT. 223 SQ. FT.
ELEMENT SQFT	TOTAL	262 SQ. FT.

# PDA-1 ABORETA



## END ELEVATION

NTS



# SIDE ELEVATION

NTS

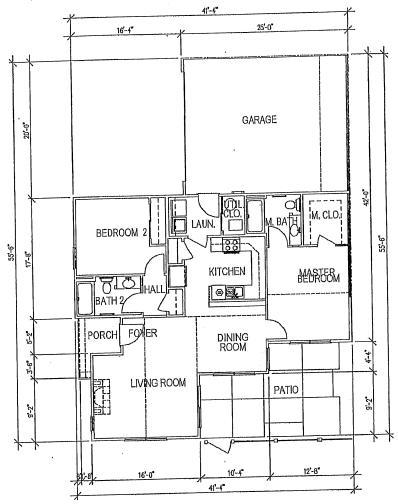
NOTE: THIS PLAN APPLIES
TO THE FOLLOWING UNITS:

UNIT #604
UNIT #1104
UNIT #1501



### Exhibit D-18a

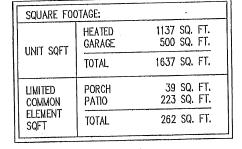
# PDA-1 ABORETA (MIRRORED)



### FLOOR PLAN

NTS

_	
	NOTE: THIS PLAN APPLIES TO THE FOLLOWING UNITS:
	UNIT #1202 UNIT #1203 UNIT #1502





# PDA-1 ABORETA (MIRRORED)



END ELEVATION

NTS



SIDE ELEVATION

NTS

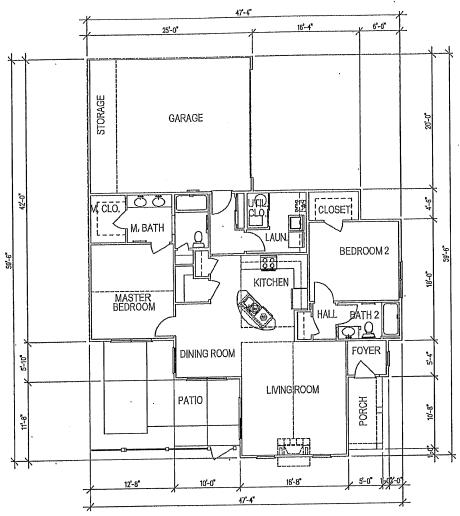
NOTE: THIS PLAN APPLIES
TO THE FOLLOWING UNITS:

UNIT #1202 UNIT #1203 UNIT #1502



### Exhibit D-19a

## PDA-2 BRAMANTE



FLOOR PLAN

NTS

г	
l	NOTE: THIS PLAN APPLIES
I	TO THE FOLLOWING UNITS:
١	10 THE FOLLOWING CIVITS:
Ì	UNIT #1201 ·
ı	UNIT #1204
1	UNII #120T



SQUARE FOO	TAGE:	
UNIT SQFT	HEATED GARAGE	1401 SQ. FT. 500 SQ. FT.
	TOTAL	1901 SQ. FT.
LIMITED COMMON	PORCH PATIO	53 SQ. FT. 238 SQ. FT.
ELEMENT SQFT	TOTAL	291 SQ. FT.

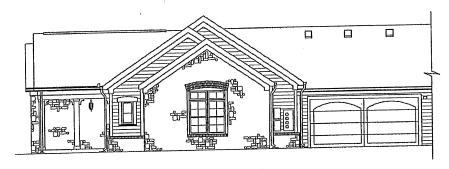
Exhibit D-19b

# PDA-2 BRAMANTE



ND ELLVAILON

NTS



## SIDE ELEVATION

NTS

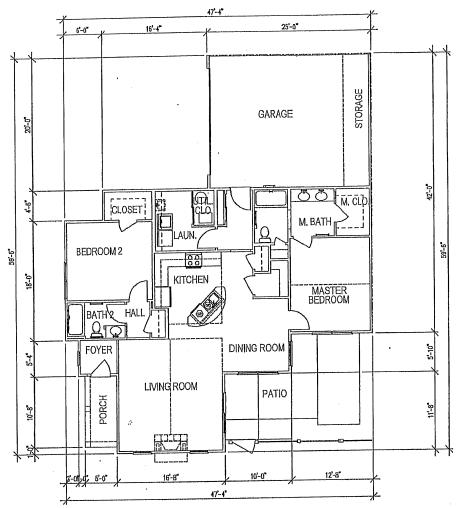
NOTE: THIS PLAN APPLIES TO THE FOLLOWING UNITS:

UNIT #1201 UNIT #1204



#### Exhibit D-20a

## PDA-2 BRAMANTE (MIRRORED)



FLOOR PLAN

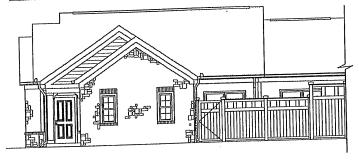
NTS

NOTE: THIS PLAN APPLIES TO THE FOLLOWING UNITS:
UNIT #803 UNIT #1503



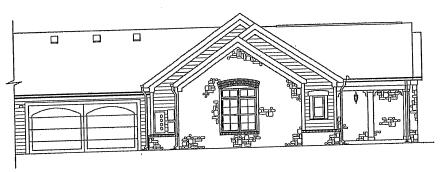
SQUARE FO	OTAGE:	
UNIT SQFT	HEATED GARAGE	1401 SQ, FT. 500 SQ, FT.
OMI SOLI	TOTAL	1901 SQ. FT.
COMMON COMMON	PORCH PATIO	53 SQ, FT. 238 SQ, FT.
ELEMENT SQFT	TOTAL	291 SQ. FT.

# PDA-2 BRAMANTE (MIRRORED)



## END ELEVATION

NTS



## SIDE ELEVATION

NTS

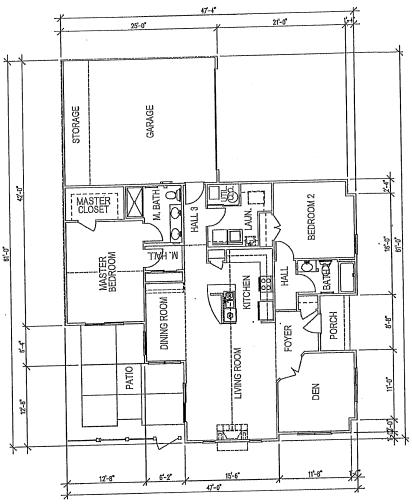
NOTE: THIS PLAN APPLIES TO THE FOLLOWING UNITS:

UNIT #803 UNIT #1503



Exhibit D-21a

### PDA-3 COLONNADE



FLOOR PLAN

NTS

	NOTE: THIS PLAN APPLIES TO THE FOLLOWING UNITS:
	UNIT #601 UNIT #801 UNIT #804
II	UNIT #1504

SQUARE	FOOTAGE:	
UNIT SC	HEATED GARAGE	1547 SQ. FT. 500 SQ. FT.
Olari ad	TOTAL	2047 SQ. FT.
LIMITED		40 SQ. FT. 220 SQ. FT.
ELEMEN SQF,T	TOTAL	260 SQ. FT.



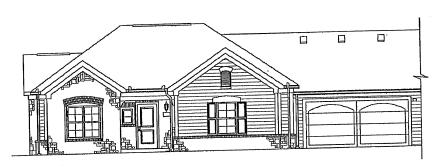
### Exhibit D-21b

## PDA-3 COLONNADE



## END ELEVATION

NTS



## SIDE ELEVATION

NTS

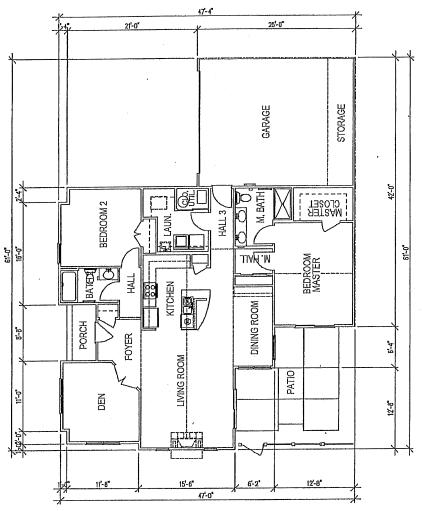
NOTE: THIS PLAN APPLIES
TO THE FOLLOWING UNITS:

UNIT #601
UNIT #801
UNIT #804
UNIT #1504



Exhibit D-22a

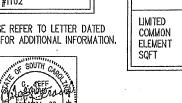
### PDA-3 COLONNADE (MIRRORED)

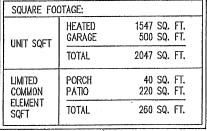


### FLOOR PLAN

NTS

NOTE: THIS PLAN APPLIES TO THE FOLLOWING UNITS:	
UNIT #603 UNIT #802 UNIT #1102	





# PDA-3 COLONNADE (MIRRORED)



# END ELEVATION

NTS



## SIDE ELEVATION

NTS

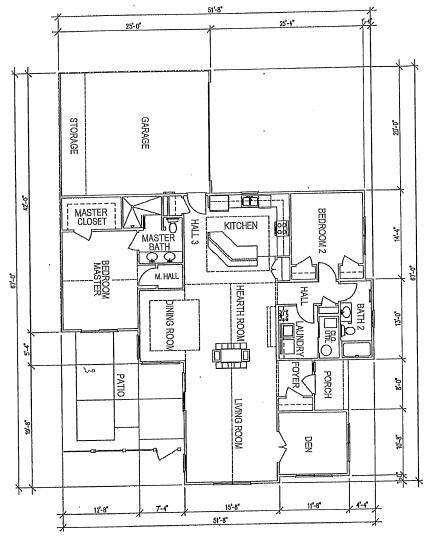
NOTE: THIS PLAN APPLIES TO THE FOLLOWING UNITS:

UNIT #603 UNIT #802 UNIT #1102



### Exhibit D-23a

## PDA-4 DUCAL



### FLOOR PLAN

NTS

NOTE: THIS PLAN APPLIES TO THE FOLLOWING UNITS:	
UNIT #1101	



SQUARE FOO	TAGE:	
UNIT SQFT	HEATED GARAGE	1806 SQ. FT. 500 SQ. FT.
	TOTAL	2306 SQ. FT.
LIMITED COMMON	PORCH PATIO	45 SQ. FT. 261 SQ. FT.
ELEMENT SQFT	TOTAL	306 SQ. FT.

#### Exhibit D-23b

## PDA-4 DUCAL



## END ELEVATION

NTS



## SIDE ELEVATION

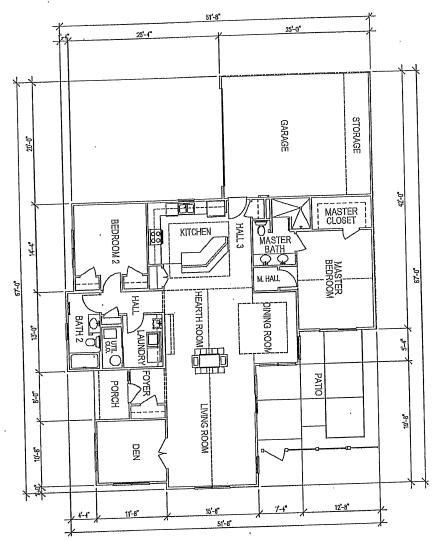
NTS

NOTE: THIS PLAN APPLIES TO THE FOLLOWING UNITS:

UNIT #1101



## PDA-4 DUCAL (MIRRORED)



FLOOR PLAN

NTS

NOTE: THIS PLAN APPLIES TO THE FOLLOWING UNITS:	
UNIT #602 UNIT #1103	



SQUARE FOO	TAGE:				
unit sqft	HEATED GARAGE	1806 SQ. FT. 500 SQ. FT.			
	TOTAL	2306 SQ, FT.			
LIMITED	PORCH PATIO	45 SQ. FT. 261 SQ. FT.			
ELEMENT SQFT	TOTAL	306 SQ. FT.			

#### Exhibit D-24b

## PDA-4 DUCAL (MIRRORED)



## END ELEVATION

NTS



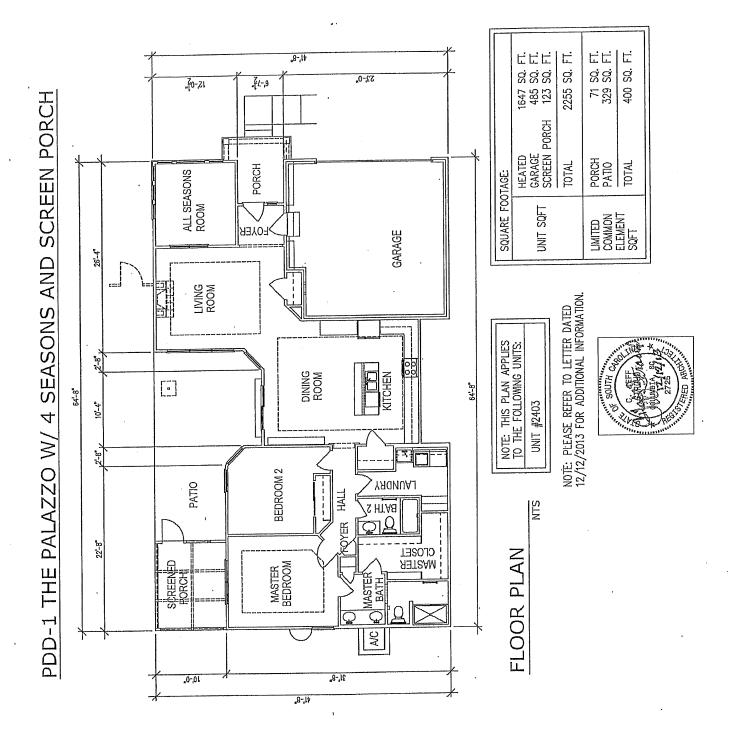
## SIDE ELEVATION

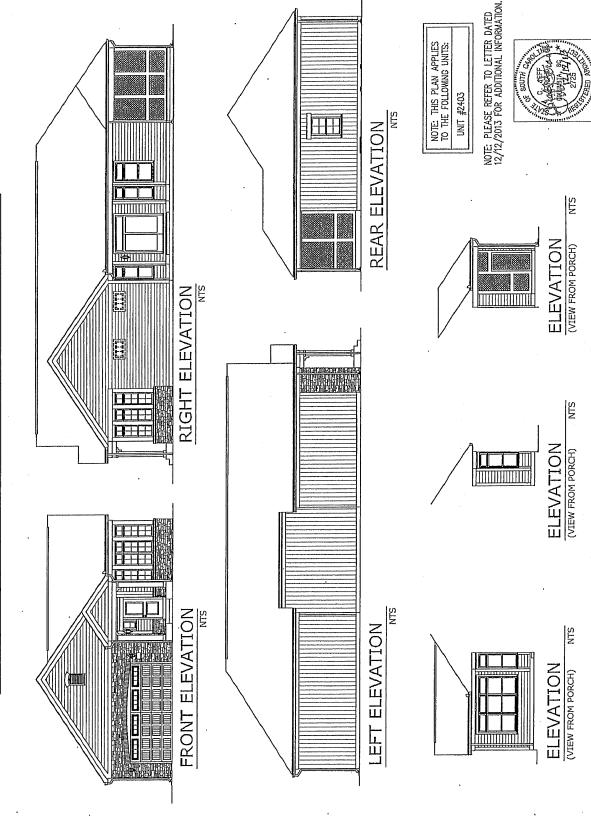
NTS

NOTE: THIS PLAN APPLIES. TO THE FOLLOWING UNITS:

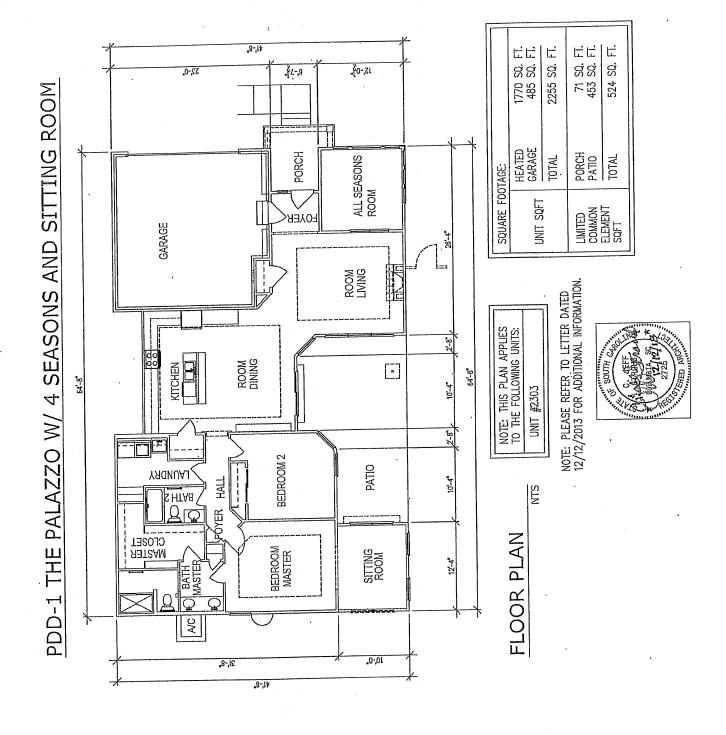
UNIT #602 UNIT #1103

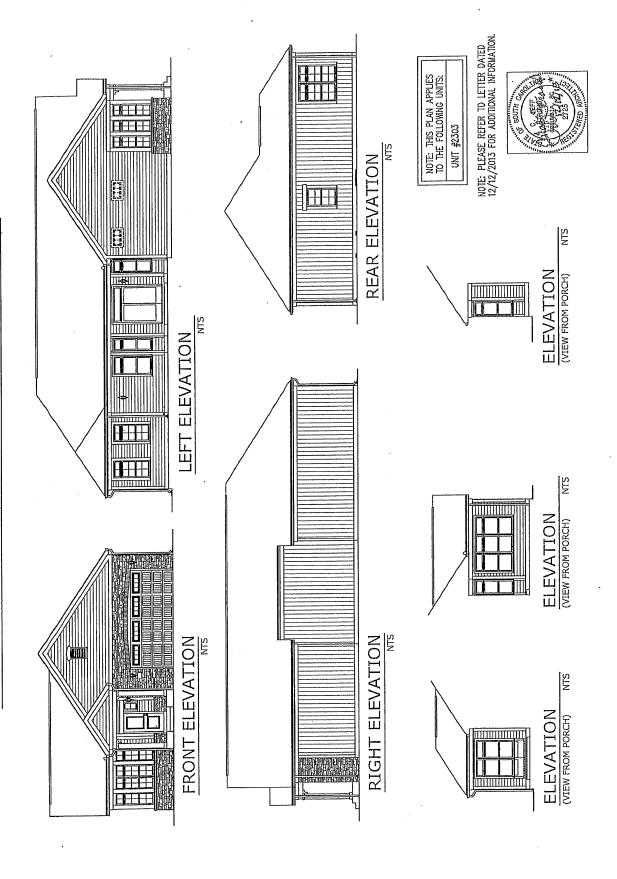




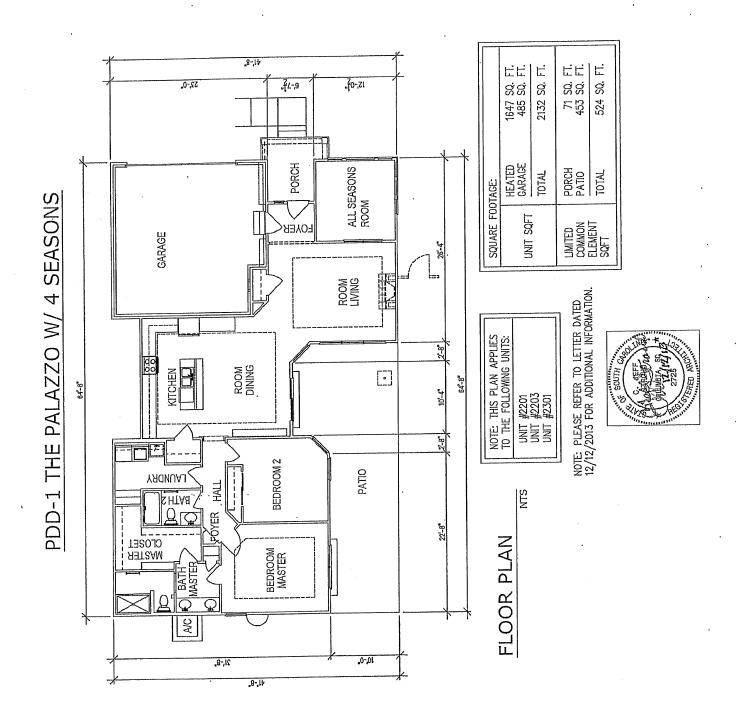


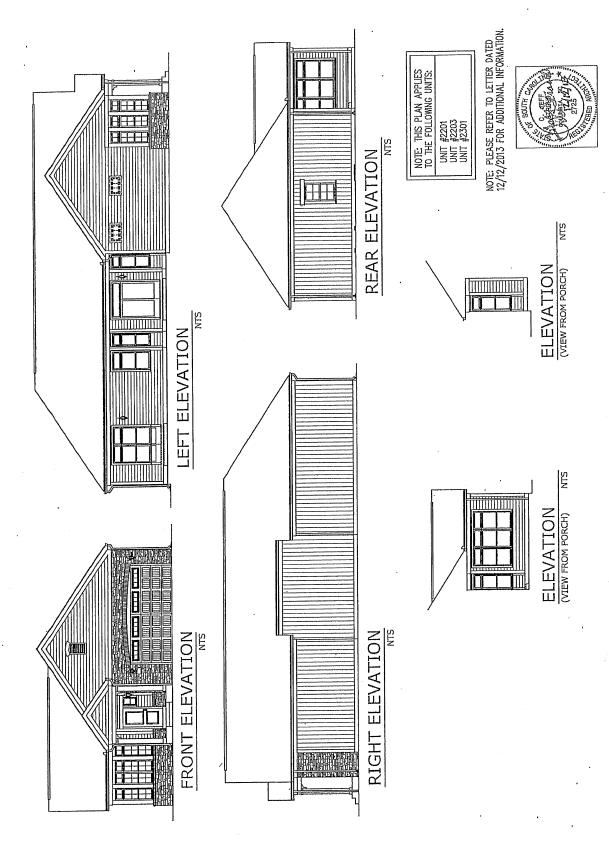
PDD-1 THE PALAZZO W/ 4 SEASONS AND SCREEN PORCH



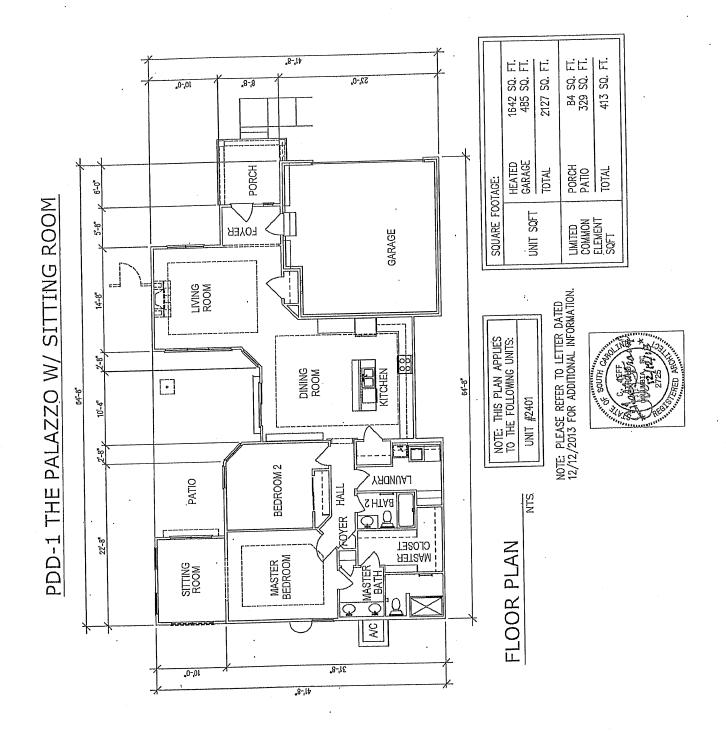


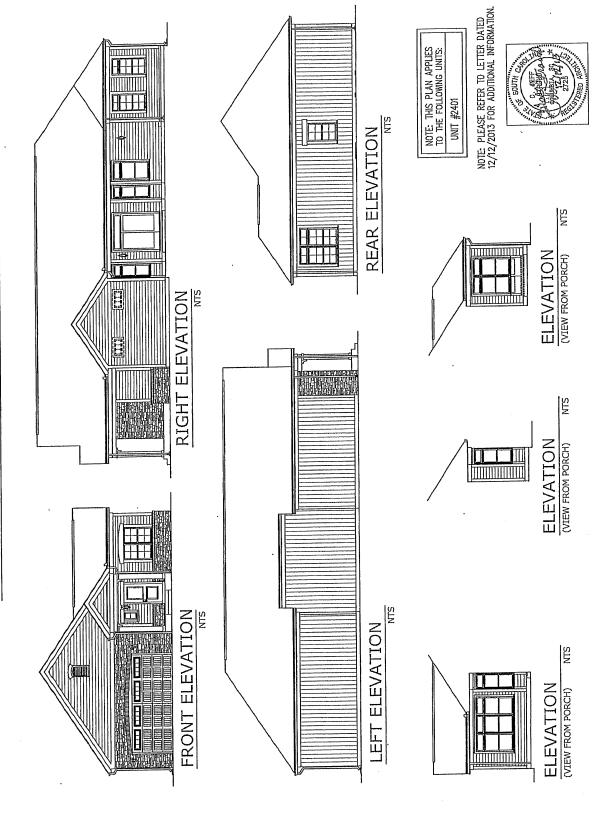
PDD-1 THE PALAZZO W/ 4 SEASONS AND SITTING ROOM



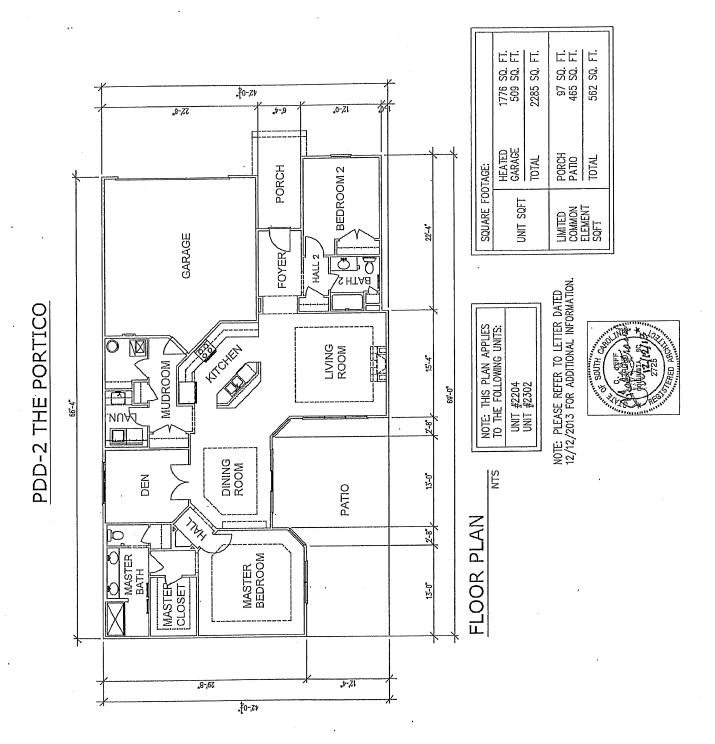


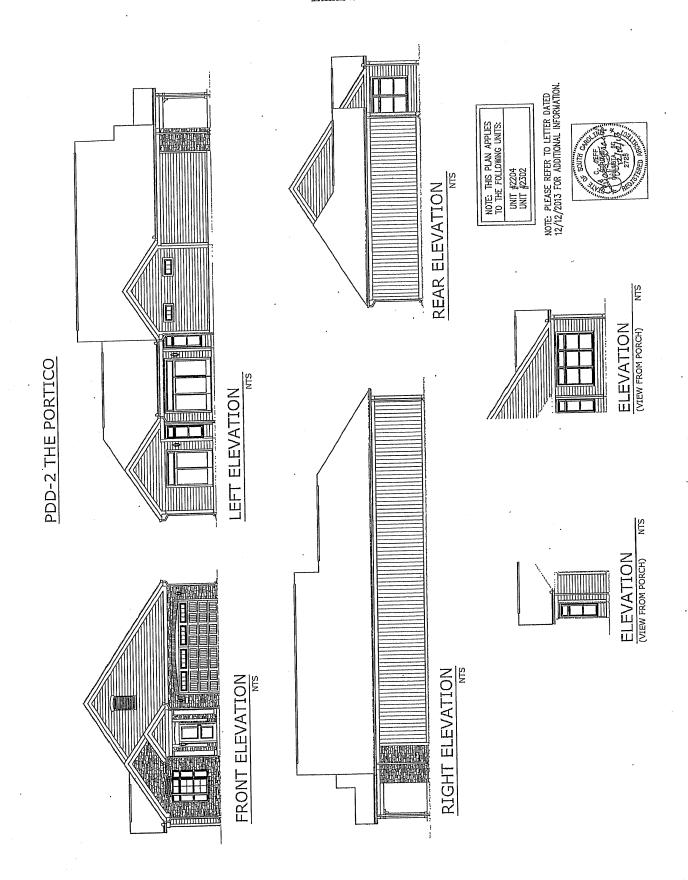
PDD-1 THE PALAZZO W/ 4 SEASONS

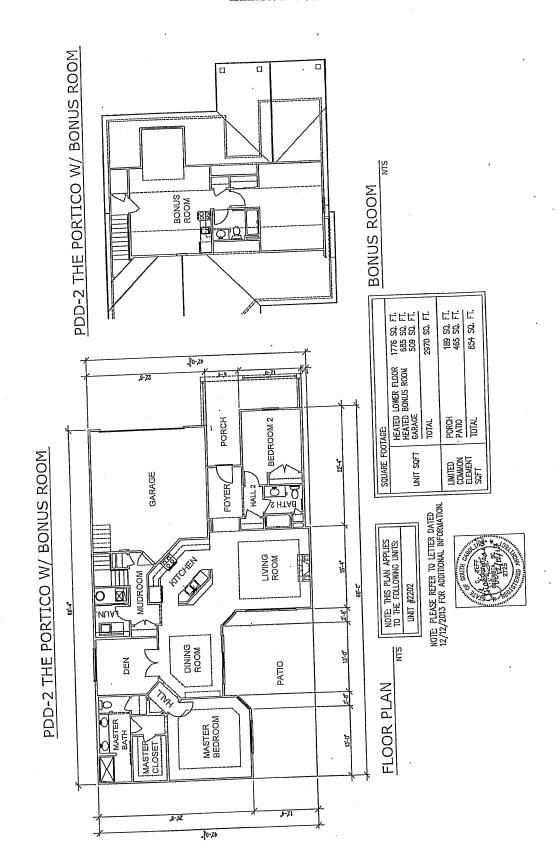




PDD-1 THE PALAZZO W/ SITTING ROOM



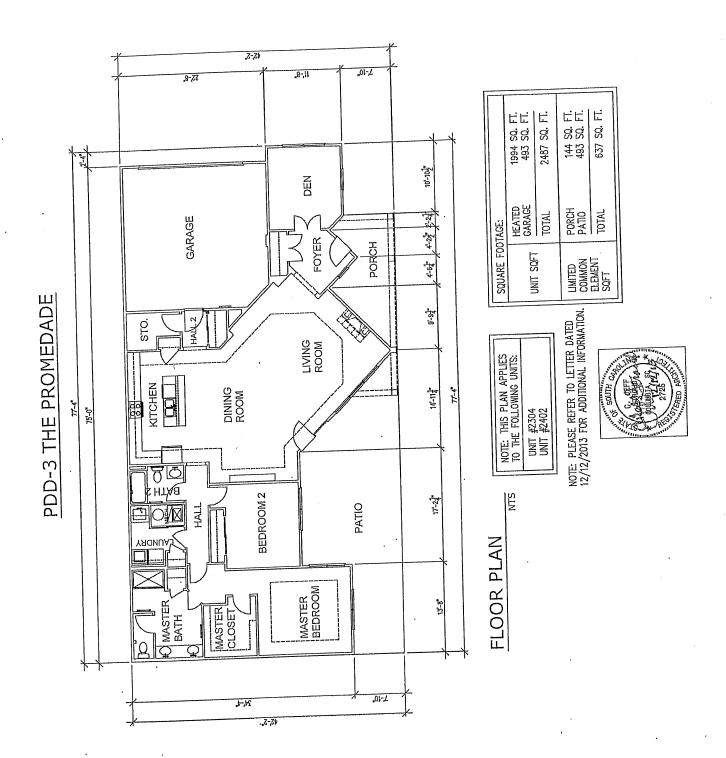


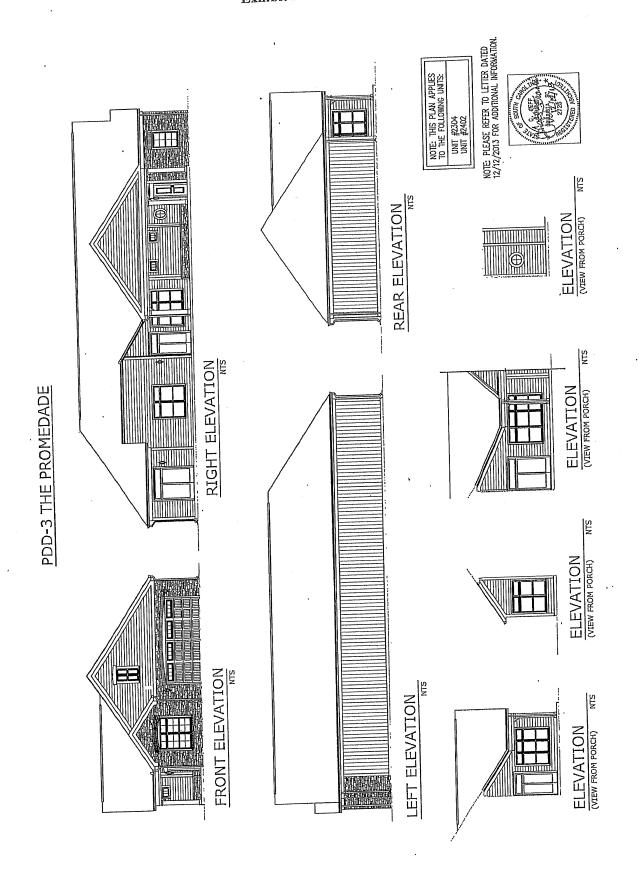


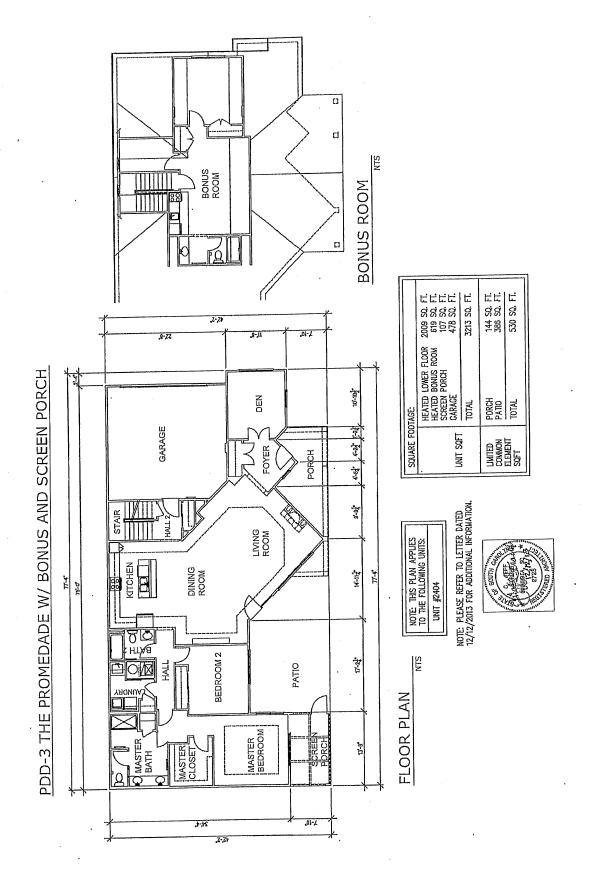
RIGHT ELEVATION NTS

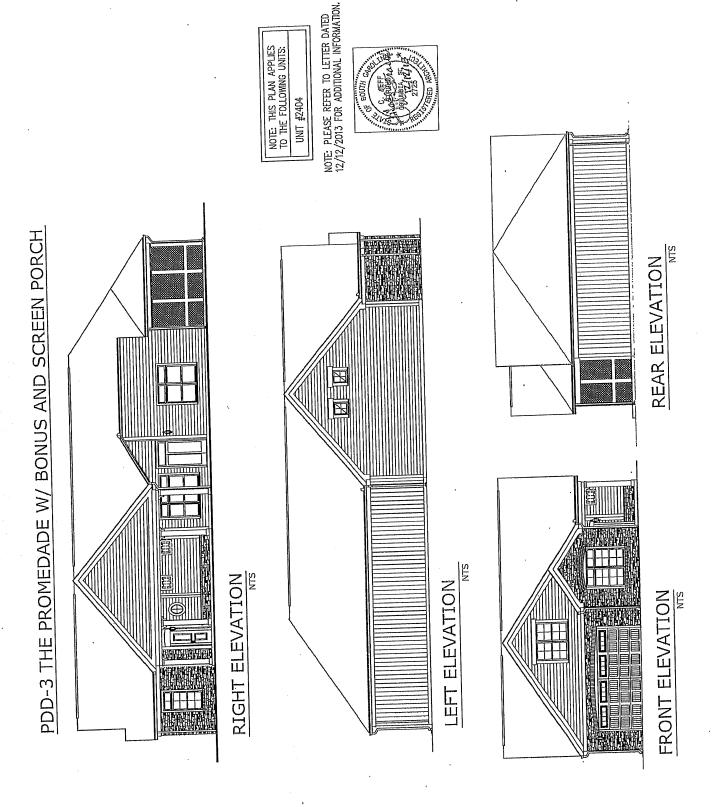
PDD-2 THE PORTICO W/ BONUS ROOM

5.74









### <u>Exhibit E</u> Percentage Interests

	Linit Type	Statu	tory Value	% Interest Phase IV
<u>Unit #</u>	<u>Unit Type</u> Chateau	\$	202,900	1.0656%
<u>101</u>	<u>Chateau</u> Villa	\$	179,900	<u>0.9448%</u>
<u>102</u>	<u>vina</u> <u>Villa</u>	\$	179,900	<u>0.9448%</u>
<u>103</u>		\$	202,900	1.0656%
<u>104</u>	<u>Chateau</u> <u>Abbey</u>	\$	199,900	<u>1.0498%</u>
<u>201</u>	<u>Abbey</u> Canterbury	\$	207,900	<u>1.0918%</u>
<u>202</u>	<u>Canterbury</u> Canterbury	\$	207,900	<u>1.0918%</u>
<u>203</u>		\$	199,900	<u>1.0498%</u>
<u>204</u>	<u>Abbey</u>	\$	207,900	1.0918%
<u>301</u>	<u>Canterbury</u>	\$	207,900	1.0918%
<u>302</u>	Canterbury	\$	207,900	1.0918%
<u>303</u>	Canterbury	\$	207,900	1.0918%
<u>304</u>	Canterbury	\$	199,900	1.0498%
<u>401</u>	<u>Abbey</u>	\$	207,900	1.0918%
<u>402</u>	Canterbury	\$	207,900	1.0918%
<u>403</u>	Canterbury	\$	207,900	1.0918%
<u>404</u>	<u>Canterbury</u>	\$	207,900	1.0918%
<u>501</u>	Canterbury 2FL	\$	199,900	1.0498%
<u>502</u>	Abbey	<u>\$</u> \$	207,900	1.0918%
<u>503</u>	Canterbury	<u>\$</u>	207,900	1.0918%
<u>504</u>	Canterbury	\$ \$ \$	199,900	1.0498%
<u>601</u>	<u>Colonade</u>	<u>\$</u>	207,900	1.0918%
<u>602</u>	<u>Ducal</u>		199,900	1.0498%
<u>603</u>	Colonade	<u>φ</u> \$	179,900	0.9448%
<u>604</u>	Aboreta	<u>\$</u>	207,900	1.0918%
<u>701</u>	Canterbury	<u>Ψ</u>	199,900	1.0498%
<u>702</u>	Abbey	\$ \$ \$ \$ \$	207,900	1.0918%
<u>703</u>	Canterbury 2FL	<u>. p</u>	207,900	1.0918%
<u>704</u>	Canterbury 2FL	<u>ф</u>	199,900	1.0498%
<u>801</u>	Colonade	<u>ф</u>	199,900	1.0498%
<u>802</u>	Colonade	<u>\$</u> \$	179,900	0.9448%
<u>803</u>	Bramante		199,900	1.0498%
<u>804</u>	Colonnade	<u>ф</u>	207,900	1.0918%
<u>901</u>	Canterbury	<u>ф</u>	207,900	1.0918%
<u>902</u>	Canterbury 2FL	<u>Ф</u>	207,900	1.0918%
903	Canterbury 2FL	<u>Ф</u>	207,900	1.0918%
<u>904</u>	<u>Canterbury</u>	<u>Ф</u>	207,900	1.0918%
<u>1001</u>	Canterbury	\$ \$ \$ \$ \$ \$	199,900	1.0498%
<u>1002</u>	Abbey	<u> </u>	207,900	1.0918%
<u>1003</u>	Canterbury		207,900 207,900	1.0918%
<u>1004</u>	Canterbury 2FL	_\$	<u> </u>	1.071070

				4 00100
	Ducal	\$	207,900	1.0918%
<u>1101</u>	Colonade	\$	199,900	1.0498%
<u>1102</u>	<u>Colonado</u> Ducal	\$	207,900	1.0918%
<u>1103</u>	Aboreta	\$	179 <u>,900</u>	0.9448%
<u>1104</u>	Bramante	\$	179,900	0.9448%
<u>1201</u>	Aboreta .	\$	179,900	0.9448%
<u>1202</u>	<b></b>	\$	179,900	<u>0.9448%</u>
<u>1203</u>	Aboreta  Promonte	\$	179,900	0.9448%
<u>1204</u>	Bramante Garaterbury	\$	207,900	1.0918%
<u>1301</u>	<u>Canterbury</u>	\$	199,900	<u>1.0498%</u>
<u>1302</u>	Abbey	\$	199,900	<u>1.0498%</u>
<u>1303</u>	Abbey	\$	207,900	<u>1.0918%</u>
<u>1304</u>	Canterbury	\$	207,900	<u>1.0918%</u>
<u>1401</u>	Canterbury 2FL	\$	207,900	<u>1.0918%</u>
<u>1402</u>	Canterbury 2FL	\$	207,900	<u>1.0918%</u>
1403	<u>Canterbury</u>	\$	199,900	<u>1.0498%</u>
1404	Abbey	\$	179,900	<u>0.9448%</u>
1501	<u>Aboreta</u>	\$	179,900	<u>0.9448%</u>
1502	<u>Aboreta</u>	\$	179,900	0.9448%
1503	<u>Bramante</u>	\$	199,900	<u>1.0498%</u>
1504	<u>Colonade</u>		199,900	1.0498%
1601	Abbey	\$ \$ \$	207,900	1.0918%
1602	<u>Canterbury</u>	<u> </u>	207,900	1.0918%
1603	<u>Canterbury</u>		207,900	1.0918%
1604	<u>Canterbury</u>	\$	207,900	1.0918%
<u>1701</u>	Canterbury	\$	199,900	1.0498%
1702	Abbey	\$	199,900	$\overline{1.0498\%}$
1703	Abbey	\$	207,900	1.0918%
<del>1704</del>	Canterbury 2FL	\$	207,900	$\frac{1.0918\%}{1.0918\%}$
1801	Canterbury	\$	199,900	1.0498%
1802	Abbey	\$	207,900	1.0918%
1803	Canterbury	\$	207,900	1.0918%
1804	Canterbury	\$	207,900	1.0918%
<u>1901</u>	Canterbury (Duplex)	\$	207,900	1.0918%
1902	Canterbury (Duplex)	\$	199,900	1.0498%
2001	Abbey	\$	207,900	1.0918%
200 <u>2</u>	<u>Canterbury</u>	\$		1.0918%
<u>2002</u>	<b>Canterbury</b>	\$	207,900	1.0918%
<u>2003</u> 2004	<u>Canterbury</u>	<u>\$</u>	207,900	1.0918%
$\frac{2001}{2101}$	Canterbury	\$	207,900	1.0498%
$\frac{2101}{2102}$	Abbey	\$	199,900	1.0918%
$\frac{2102}{2103}$	Canterbury	\$	207,900	1.091 <u>8%</u>
$\frac{2103}{2104}$	Canterbury	\$ \$ \$	207,900	1.0918 <i>%</i>
$\frac{2104}{2201}$	Palazzo w/Four Season Room		207,900	1.0918 <i>%</i> 1.0918 <i>%</i>
$\frac{2201}{2202}$	Portico w/Bonus Room	\$	207,900	1.091070
<u> </u>				

2203Palazzo w/Four Season Room2204Portico2301Palazzo w/Four Season Room2302PorticoPalazzo w/Four Season Room2303and Screened PorchPromenade2401Palazzo w/Sitting Room2402PromenadePalazzo w/Four Seasons andScreened PorchPromenade w/Bonus andScreened PorchPromenade w/Bonus andScreened PorchPromenade Porch	\$ 207,900 \$ 207,900 \$ 207,900 \$ 207,900 \$ 214,900 \$ 207,900 \$ 214,900 \$ 214,900 \$ 214,900 \$ 19,041,600	1.0918% 1.0918% 1.0918% 1.0918% 1.1286% 1.0918% 1.1286% 1.0918% 1.1286% 1.0918%
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## Exhibit F

Bylaws (see original Master Deed)

## Exhibit G

Rules and Regulations (see original Master Deed)

Exhibit H-1
Phasing Plan and Percentage of Interest by Phase

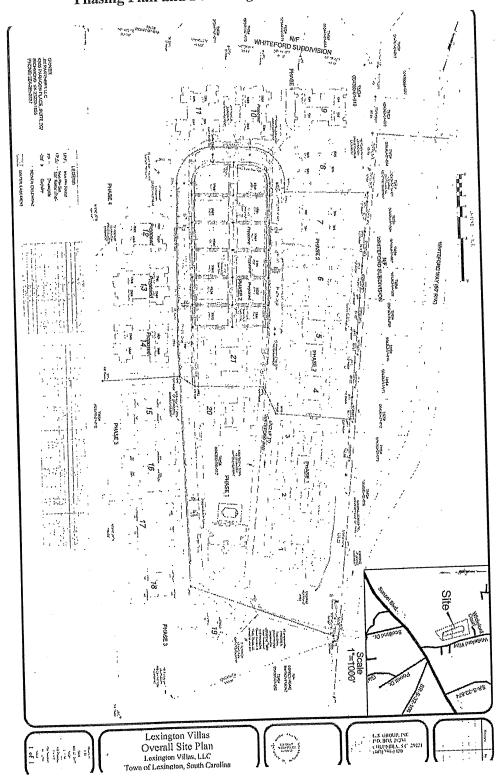


Exhibit H-2
Percentage Interests

		<u>Phase</u>	% Interest Ph.	% Interest Ph.	% Interest Ph. <u>IV</u>	Statutory Value
<u>Unit #</u>	Unit Type	<u>rnase</u> <u>1</u>	2. <u>0632%</u>	1.5083%	1.0656%	<u>\$ 202,900</u>
<u>101</u>	Chateau		1.8293%	1.3373%	0.9448%	<u>\$ 179,900</u>
<u>102</u>	<u>Villa</u>	<u>1</u>	1.8293%	1.3373%	0.9448%	<u>\$ 179,900</u>
<u>103</u>	Villa	1	2.0632%	1.5083%	1.0656%	\$ 202,900
<u>104</u>	Chateau	<u>1</u>	2.0327%	1.4860%	1.0498%	<u>\$ 199,900</u>
<u>201</u>	Abbey	1	2.1141%	1.5454%	1.0918%	\$ 207,900
<u>202</u>	<u>Canterbury</u>	<u>1</u>	2.1141%	1.5454%	1.0918%	\$ 207,900
<u>203</u>	<u>Canterbury</u>	1	2.0327%	1.4860%	1.0498%	<u>\$ 199,900</u>
204	Abbey	1	2.1141%	1.5454%	1.0918%	\$ 207,900
<u>301</u>	Canterbury	1	2.1141 <i>%</i> 2.1141 <i>%</i>	1.5454%	1.0918%	\$ 207,900
<u>302</u>	Canterbury	1	-	1.5454%	1.0918%	\$ 207,900
<u>303</u>	Canterbury	1	2.1141%	1.5454%	1.0918%	\$ 207,900
<u>304</u>	<u>Canterbury</u>	1	2.1141%	1.4860%	1.0498%	<u>\$ 199,900</u>
<u>401</u>	<u>Abbey</u>	<u>2</u>	2.0327%	1.5454%	1.0918%	\$ 207,900
<u>402</u>	Canterbury	<u>2</u>	2.1141%	1.5454%	1.0918%	\$ 207,900
<u>403</u>	Canterbury	<u>2</u>	<u>2.1141%</u>	1.5454%	1.0918%	\$ 207,900
<u>404</u>	Canterbury	<u>2</u>	<u>2.1141%</u>	1.5454%	1.0918%	\$ 207,900
<u>501</u>	Canterbury 2FL	. 2	<u>2.1141%</u>	1.4860%	1.0498%	<u>\$ 199,900</u>
<u>502</u>	<u>Abbey</u>	<u>2</u>	<u>2.0327%</u>	1.4860 % 1.5454%	1.0918%	\$ 207,900
<u>503</u>	Canterbury	<u>2</u>	2.1141%	1.5454%	1.0918%	\$ 207,900
<u>504</u>	Canterbury	<u>2</u>	<u>2.1141%</u>		1.0498%	\$ 199,900
<u>601</u>	Colonade	2	<u>2.0327%</u>	1.4860%	1.0918%	\$ 207,900
602	<u>Ducal</u>	<u>2</u>	2.1141%	1.5454%	1.0498%	\$ 199,900
603	Colonade	2	<u>2.0327%</u>	1.4860%	0.9448%	\$ 179,900
<u>604</u>	Aboreta	2	1.8293%	1.3373%	1.0918%	\$ 207,900
<del></del> 701	Canterbury	<u>2</u>	<u>2.1141%</u>	1.5454%	1.0498%	<u>\$ 199,900</u>
<u>702</u>	Abbey	<u>2</u>	<u>2.0327%</u>	1.4860%	1.0918%	\$ 207,900
<u>703</u>	Canterbury 2FL	<u>2</u>	<u>2.1141%</u>	1.5454%	1.0918%	\$ 207,900
<u>704</u>	Canterbury 2FL	<u>2</u>	<u>2.1141%</u>	1.5454%	1.0498%	\$ 199,900
<u>801</u>	Colonade	4	<u>0.0000%</u>	<u>0.0000%</u>	1.0498%	\$ 199,900
802	Colonade	<u>4</u>	0.0000%	<u>0.0000%</u>	0.9448 <u>%</u>	\$ 179,900
<u>803</u>	<u>Bramante</u>	4	<u>0.0000%</u>	<u>0.0000%</u>	1.0498%	\$ 199,900
<u>804</u>	Colonnade	<u>4</u>	<u>0.0000%</u>	0.0000%		\$ 207,900
901	Canterbury	4	0.0000%	<u>0.0000%</u>	1.0918% 1.0918%	\$ 207,900
902	Canterbury 2FL	<u>4</u>	0.0000%	0.0000%	1.0918%	\$ 207,900
903	Canterbury 2FL	4	0.0000%	0.0000%		\$ 207,900
<u>904</u>	Canterbury	<u>4</u>	0.0000%	0.0000%	1.0918%	\$ 207,900
1001	Canterbury	<u>4</u>	0.0000%	0.0000%	1.0918%	\$ 199,900
1001 1002	Abbey	4	<u>0.0000%</u>	0.0000%	1.0498%	\$ 207,900
1002 1003	Canterbury	4	0.0000%	0.0000%	1.0918%	
<u>1005</u> <u>1004</u> ·	Canterbury 2FL	<u>4</u>	0.0000%	0.0000%	<u>1.0918%</u>	<u>\$ 207,900</u>
1004						

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		: 	0.0000%	<u>0.0000%</u>	1.0918%	<u>\$ 207,900</u>
<u>1101</u>	<u>Ducal</u>	<u>4</u>	0.0000%	0.0000%	1.0498%	<u>\$ 199,900</u>
<u>1102</u>	Colonade	4	0.0000%	0.0000%	<u>1.0918%</u>	\$ 207,900
1103	Ducal	4	0.0000%	0.0000%	<u>0.9448%</u>	<u>\$ 179,900</u>
<u>1104</u>	<u>Aboreta</u>	4	0.0000%	0.0000%	0.9448%	<u>\$ 179,900</u>
1201	Bramante	. <u>4</u>	0.0000%	0.0000%	<u>0.9448%</u>	<u>\$ 179,900</u>
1202	<u>Aboreta</u>	. <u>4</u>	0.0000%	0.0000%	0.9448%	<u>\$ 179,900</u>
<u>1203</u>	Aboreta	4	0.0000 <i>%</i>	0.0000%	0.9448%	\$ 179,900
<u>1204</u>	Bramante	. <u>4</u>	0.0000 <i>%</i>	0.0000%	1.0918%	\$ 207,900
<u>1301</u>	<u>Canterbury</u>	. <u>4</u>	0.0000%	0.0000%	1.0498%	<u>\$ 199,900</u>
1302	Abbey	4	0.0000%	0.0000%	1.0498%	\$ 199,900
<u>1303</u>	Abbey	4	0.0000 <i>%</i>	0.0000%	1.0918%	\$ 207,900
<u>1304</u>	Canterbury	4	0.0000 <i>%</i>	0.0000%	1.0918%	\$ 207,900
<u>1401</u>	Canterbury 2FL	4	0.0000%	0.0000%	1.0918%	\$ 207,900
<u>1402</u>	Canterbury 2FL	4	0.0000 <i>%</i>	0.0000%	1.0918%	\$ 207,900
1403	Canterbury	4		0.0000%	1.0498%	\$ 199,900
<u>1404</u>	Abbey	4	0.0000%	1.3373%	0.9448%	<u>\$ 179,900</u>
<u>1501</u>	Aboreta	<u>3</u>	0.0000 <u>%</u> 0.0000 <u>%</u>	1.3373%	0.9448%	\$ 179,900
<u>1502</u>	Aboreta	<u>3</u>	1 1 1	1.3373%	0.9448%	<u>\$ 179,900</u>
<u>1503</u>	Bramante	<u>3</u>	0.0000%	1.4860%	1.0498%	\$ 199,900
<u>1504</u>	Colonade	· <u>3</u>	0.0000%	1.4860%	1.0498%	\$ 199,900
<u>1601</u>	Abbey	<u>3</u>	0.0000%	1.5454%	1.0918%	<u>\$ 207,900</u>
<u>1602</u>	Canterbury	<u>3</u>	0.0000%	1.5454%	1.0918%	\$ 207,900
1603	Canterbury	<u>3</u>	0.0000%	1.54 <u>54%</u>	1.0918%	\$ 207,900
<u>1604</u>	Canterbury	<u>3</u>	0.0000%	1.5454%	1.0918%	\$ 207,900
<u>1701</u>	Canterbury	<u>3</u>	0.0000%	1.4860%	1.0498%	\$ 199,900
<u>1702</u>	Abbey	3	0.0000%	1.4860%	1.0498%	\$ 199,900
<u>1703</u>	<u>Abbey</u>	<u>3</u>	0.0000%	1.5454%	1.0918%	\$ 207,900
<u>1704</u>	Canterbury 2FL	<u>3</u>	0.0000%	1.5454% 1.5454%	1.0918%	\$ 207,900
1801	<u>Canterbury</u>	<u>3</u>	0.0000%	1.4860%	1.0498%	\$ 99,900
1802	Abbey	<u>3</u>	0.0000%	1.5454%	1.0918%	\$ 207,900
<u>1803</u>	Canterbury	<u>3</u>	0.0000%	1.5454% 1.5454%	1.0918%	\$ 207,900
<u>1804</u>	<u>Canterbury</u>	<u>3</u>	0.0000%	1.5454 <u>%</u>	1.0918%	\$ 207,900
<u>1901</u>	Canterbury (Duplex)	. <u>3</u>	0.0000%	1.5454% 1.5454%	1.0918%	\$ 207,900
<u>1902</u>	Canterbury (Duplex)	<u>3</u>	0.0000%	1.343476 1.4860%	1.0498%	\$ 199,900
<u>2001</u>	<u>Abbey</u>	<u>1</u>	<u>2.0327%</u>	1.5454%	1.0918%	\$ 207,900
2002	<u>Canterbury</u>	1	<u>2.1141%</u>		1.0918%	\$ 207,900
2003	<u>Canterbury</u>	<u>1</u>	<u>2.1141%</u>	1.5454%	1.0918%	\$ 27,900
2004	<u>Canterbury</u>	<u>1</u>	<u>2.1141%</u>	1.5454%	1.0918%	\$ 207,900
<u>2101</u>	<u>Canterbury</u>	2 <u>2</u>	2.1141%	1.5454%	1.0498%	\$ 199,900
2102	Abbey	<u>2</u>	2.0327%	1.4860%	1.0918%	\$ 207,900
<u>2103</u>	Canterbury	2	<u>2.1141%</u>	1.5454%	1.0918%	\$ 207,900
2104	Canterbury	<u>2</u>	<u>2.1141%</u>	1.5454%	1.0918% 1.0918%	\$ 207,900
<u>2201</u>	Palazzo w/Four Season Room	<u>2</u>	<u>2.1141%</u>	. <u>1.5454%</u>	1.0918% 1.0918%	\$ 207,900
2202	Portico w/Bonus Room	<u>2</u>	<u>2.1141%</u>	<u>1.5454%</u>	<u>1,U91070</u>	<u> </u>

2203	Palazzo w/Four Season Room	<u>2</u>	2.1141%	1.5454%	<u>1.0918%</u>	\$ 207,900
2204	<u>Portico</u>	<u>2</u>	<u>2.1141%</u>	1.5454%	<u>1.0918%</u>	\$ 207,900
2301	Palazzo w/Four Season Room	2	2.1141%	1.5454%	<u>1.0918%</u>	<u>\$ 207,900</u>
2302	<u>Portico</u>	2	<u>2.1141%</u>	<u>1.5454%</u>	1.0918%	\$ 207,900
<u>2303</u>	Palazzo w/Four Season Room and Screened Porch	2	2.1141%	<u>1.5454%</u>	1.0918%	\$ 207,900
2304	Promenade	2	<u>2.1852%</u>	<u>1.5975%</u>	<u>1.1286%</u>	<u>\$ 214,900</u>
<u>2401</u>	Palazzo w/Sitting Room	<u>2</u>	<u>2.1141%</u>	1.5454%	<u>1.0918%</u>	\$ 207,900
2402	<u>Promenade</u>	<u>2</u>	2.1852%	<u>1.5975%</u>	<u>1.1286%</u>	<u>\$ 214,900</u>
<u>2403</u>	Palazzo w/Four Seasons and Screened Porch	2	2.1141%	1.5454%	<u>1.0918%</u>	\$ 207,900
<u>2404</u>	Promenade w/Bonus and Screened Porch	<u>2</u>	2.1852%	<u>1.5975%</u>	1.1286%	\$ 214,900
			100.0000%	100.0000%	100.0000%	\$ 19,041,600

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### Exhibit I

#### General Description of Villas/Units

There may be 11 basic types of residential units. Six unit types have only a single floor, one is only a two floor design and four are single story designs with optional second floor spaces. Eight of the units are attached designs and are built as quadraplex or duplex buildings. Three of the designs are detached units. In addition to the optional second floors the three detached units have options for sunrooms, sitting rooms, screened porches or covered porches.

Canterbury Unit: 2 bedrooms, 2 bathrooms, family room, den or optional 3<sup>rd</sup> bedroom, sunroom, dining room kitchen and laundry room with attached two-car garage. This plan has an optional bonus room that coverts the area over the garage to an additional bedroom/living area and bathroom.

Abbey Unit: 2 bedrooms, 2 bathrooms, family room, sunroom, dining room kitchen and laundry room with attached two-car garage.

Chateau Unit: 3 bedrooms, 2 full bathrooms, 1 half bathroom, family room, dining room kitchen and laundry room with attached two-car garage. This unit always has a second floor which consists of one of the bedrooms and bathrooms.

Villa Unit: 2 bedrooms, 2 bathrooms, family room, dining room kitchen and laundry room with attached two-and-a-half-car garage.

PDA 1 (Aboreta Unit): 2 bedrooms, 2 bathrooms, family room, dining room kitchen and laundry room with attached two-and-a-half-car garage.

PDA 2 (Bramante Unit): 2 bedrooms, 2 bathrooms, family room, dining room kitchen and laundry room with attached two-and-a-half-car garage.

PDA 3 (Colonnade Unit): 2 bedrooms, 2 bathrooms, family room, den, dining room kitchen and laundry room with attached two-and-a-half-car garage.

PDA 4 (Ducal Unit): 2 bedrooms, 2 bathrooms, family room, den, dining room kitchen and laundry room with attached two-and-a-half-car garage.

PDD 1 (Palazzo Unit): 2 bedrooms, 2 bathrooms, family room, dining room kitchen and laundry room with attached two-and-a-half-car garage. This is one of the detached-style units. It has an optional sunroom (four seasons room), sitting room, screened porch and covered porch. There is also an optional second floor; however, none have been built with the bonus room.

PDD 2 (Portico Unit): 2 bedrooms, 2 bathrooms, family room, dining room kitchen and laundry room with attached two-and-a-half-car garage. This is one of the detached-style units. It has an optional sitting room, screened porch and covered porch. There is also an optional second floor that contains a bedroom, living space and bathroom.

PDD-3 (Promenade Unit): 2 bedrooms, 2 bathrooms, family room, dining room kitchen and laundry room with attached two-and-a-half-car garage. This is one of the detached-style units. It has an optional sitting room, screened porch and covered porch. There is also an optional second floor that contains a bedroom, living space and bathroom.

Square footage information: SEE ATTACHED Exhibit "D" FLOOR PLANS