

BK K 608PG211

Return to:

WYNSWORTH SINKLER Bopal, PA

ATTENTION: James H. Suddeth III

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CHARLESTON, SC 29401

EVLS

✓ **MASTER DEED FOR ONE BELLE HALL**
HORIZONTAL PROPERTY REGIME

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SOUTH CAROLINA

BK K 608PG212

CHARLESTON COUNTY

MASTER DEED FOR ONE BELLE HALL

HORIZONTAL PROPERTY REGIME

THIS MASTER DEED is made on the date set forth below by Belle Hall Direct 101 Limited Partnership, a Texas limited partnership (hereinafter referred to as "Declarant");

WITNESSETH

WHEREAS, Declarant is the owner of the real property which is located in Charleston County, South Carolina and is described in Exhibit "A" attached hereto and incorporated herein by this reference;

WHEREAS, Declarant desires to subject the real property described in Exhibit "A" hereto, including the improvements thereof, to the provisions of this Master Deed and to the South Carolina Horizontal Property Act, and

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" of this Master Deed, including the improvements located thereon, is hereby submitted and made subject to the form of ownership set forth in the South Carolina Horizontal Property Act, and is hereby subjected to the provisions of this Master Deed. By virtue of the recording of this Master Deed, said property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to provisions of the South Carolina Horizontal Property Act and the covenants, conditions, restrictions, easements, assessments, and liens set forth in this Master Deed, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property subject to this Master Deed, and shall be binding on all Persons having any right, title or interest in all or any portion of the real property subject to this Master Deed, their respective heirs, legal representatives, successors, successors-in-title and assigns, and shall be for the benefit of all owners of the property subject to this Master Deed

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MASTER DEED FOR ONE BELLE HALL

HORIZONTAL PROPERTY REGIME

1 NAME

The name of the horizontal property regime is One Belle Hall Horizontal Property Regime (hereinafter sometimes called "One Belle Hall" or the "Regime," as further defined herein), which horizontal property regime is hereby submitted by Declarant to provisions §27-31-10, *et seq.* of the South Carolina Code of Laws, 1976, as amended

2 DEFINITIONS

Generally, terms used in this Master Deed, the Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meanings or meanings given in the Act or the South Carolina Nonprofit Corporation Act of 1994. Unless the context otherwise requires, certain terms used in this Master Deed, the Bylaws and the Articles of Incorporation shall be defined as follows.

(a) Act or South Carolina Horizontal Property Act shall mean provisions §27-31-10, *et seq.* of the South Carolina Code of Laws, 1976, as such Act may be amended from time to time.

(b) Apartment Site Easement shall mean that certain Transferable Easement Ingress-Egress recorded in Book Z348, Page 196, in the RMC office of Charleston County, South Carolina

(c) Architectural Control Committee or ACC shall mean the committee established to exercise the architectural review powers set forth in Paragraph 13 hereof, which shall be the Board of Directors of the Association unless by resolution the Board appoints a separate Architectural Control Committee

(d) Area of Common Responsibility shall mean and refer to the Common Elements, together with those areas, if any, which by the terms of this Master Deed or by contract or agreement with any other Person, become the responsibility of the Association

(e) Articles or Articles of Incorporation shall mean the Articles of Incorporation of One Belle Hall Property Owners Association, Inc , which have been filed with the Secretary of State of the State of South Carolina.

(f) Association shall mean One Belle Hall Property Owners Association, Inc , a South Carolina nonprofit corporation, its successors or assigns

(g) Board or Board of Directors shall mean the board of directors of the Association, which shall be the body responsible for management and operation of the Association.

(h) Bylaws shall mean the Bylaws of One Belle Hall Property Owners Association, Inc , attached to this Master Deed as Exhibit "E" and incorporated herein by this reference

(i) Common Elements shall mean and refer to the aggregate of all General Common Elements and all Limited Common Elements which otherwise shall include all portions of the Regime which are not designated as Units or parts of Units

(j) Common Expenses shall mean the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Regime including, but not limited to, those expenses incurred for maintaining, repairing, replacing, and operating the General Common Elements, the "Driveway Maintenance Fee" (as that term is defined in the Office Site I Easement), and as required under the Office Park Covenants

(k) Declarant shall mean Belle Hall Direct 101 Limited Partnership, a Texas limited partnership, its respective successors-in-title and assigns, provided that such successors-in-title and/or assigns are designated in writing by Declarant as a successor-in-title and/or assign of the rights of Declarant set forth herein. The expiration of the Declarant Control Period shall not terminate or alter the status of the above-referenced entity and its successor and/or assign, as Declarant hereunder or divest it of other rights specifically reserved to Declarant herein

(l) Declarant Control Period shall mean the period of time during which the Declarant is authorized to appoint and remove the members of the Board of Directors as provided in Article III, Part A, Section 2 of the Bylaws

(m) Dedication and Cross Easement Agreement shall mean that certain Dedication and Cross Easement Agreement, Declaration of Restrictions and Consent for Lender by and among Belle-Hall Limited Partnership, a limited partnership organized and existing under the laws of the State of North Carolina, First Federal Savings and Loan Association of Charleston, a United States corporation, and Eastern Federal Corporation, a North Carolina corporation, dated June 2, 2000, and recorded with the RMC Office for Charleston County, South Carolina in Book S348, at Page 818, as may be amended.

(n) Domestic Partner shall mean any adult who cohabitates with an Owner and who has been designated as the Owner's Domestic Partner in a written statement, signed by the Owner and filed with the Association's secretary. A person shall no longer be a Domestic Partner upon the secretary's receipt of a written termination notice, signed by either the Owner or the Domestic Partner

(o) Electronic Document shall mean information created, transmitted, received or stored by electronic means and retrievable in human perceivable form including, but not limited to, e-mail, web pages, electronic documents, and facsimile transmissions

(p) Electronic Signature shall mean a signature created, transmitted, received or stored by electronic means and includes, but is not limited to, a Secure Electronic Signature

(q) Eligible Mortgage Holder shall mean those holders of first Mortgages secured by Units in the Regime who have requested notice of certain items as set forth in this Master Deed

(r) General Common Elements shall mean those Common Elements set forth in Paragraph 5

(s) Limited Common Elements shall mean a portion of the Common Elements reserved for the exclusive use of those persons entitled to occupy one (1) or more, but less than all, Units, as more particularly set forth in this Master Deed

(t) Maintenance Manual shall mean those certain maintenance criteria, maintenance manuals, and warranty requirements for the buildings provided by Declarant to the Association in accordance with subparagraph 17(f)(ii) hereof

(u) Majority shall mean fifty-one percent (51%) or more of the basic value of the Regime, in accordance with the percentages set forth on Exhibit "B"

(v) Mortgage shall refer to any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation including, but not limited to, a transfer or conveyance of fee title for such purpose

(w) Mortgagee or Mortgage Holder shall mean the holder of any Mortgage.

(x) Occupant shall mean any Person staying overnight in a Unit for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year, regardless of whether such Person is a tenant or the Owner of such Unit

(y) Office Park Covenants shall mean and refer to that certain Declaration of Office Park Covenants, Restrictions, Easements by Belle Hall Lane Investment, LLC, dated as of July 31, 2001, and recorded with the RMC Office for Charleston County, South Carolina on August 2, 2001, in Book X378, at Page 780, as may be amended

(z) Office Site I Easement shall mean that certain Transferable Easement Ingress-Egress (Office Site I) recorded in Book Z359, Page 71, in the RMC office of Charleston County, South Carolina

(aa) Office Site II Easement shall mean that certain Transferable Easement Ingress-Egress (Office Site II) recorded in Book Z359, Page 58, in the RMC office of Charleston County, South Carolina

(bb) Owner shall mean the record titleholder of a Unit within the Regime, but shall not include a Person who is only a Mortgage Holder

(cc) Person shall mean any individual, corporation, firm, association, partnership, trust, or other legal entity

(dd) Plans shall mean the plot plan showing the location of the buildings in existence and other improvements on the Regime, and the floor plans showing the dimensions, area, and location of each Unit, the Common Elements that afford access to each Unit, and the other Common Elements for One Belle Hall Horizontal Property Regime, attached hereto as Exhibit "D"

(ee) Regime shall mean all that property described in Exhibit "A" attached hereto and incorporated herein by this reference, submitted to the provisions of the Act by this Master Deed

(ff) Regime Instruments shall mean this Master Deed and all exhibits to this Master Deed, including the Bylaws of the Association, and the Survey and Plans, all as may be supplemented or amended from time to time

(gg) Secure Electronic Signature shall mean an electronic or digital method executed or adopted by a Person with the intent to be bound by or to authenticate a record, which is unique to the Person using it, is capable of verification, is under the sole control of the Person using it, and is linked to data in such a manner that if the data is changed, the electronic signature is invalidated.

(hh) Storm Water Management Pond Maintenance Agreement shall mean that certain Storm Water Management Pond Maintenance Agreement Town of Mt Pleasant – Belle Hall Commercial Phase 1,

Phase 2, Phase 3 and Phase 2 Road Extension BHLI Offices and TRC (Alexan), recorded in Book S412, Page 295, in the RMC Office of Charleston County, South Carolina

(ii) Survey shall mean the survey for One Belle Hall Horizontal Property Regime attached hereto as Exhibit "C" showing the horizontal and vertical location of the buildings in existence and other improvements on the Regime.

(jj) Total Association Vote shall mean all of the eligible votes attributed to members of the Association (including votes attributable to Declarant), and the written consent of Declarant for so long as Declarant owns a Unit primarily for the purpose of sale

(kk) Unit shall mean that portion of the Regime intended for individual ownership and use as more particularly described in this Master Deed and shall include the undivided ownership in the Common Elements assigned to the Unit by this Master Deed.

3 LOCATION, PROPERTY DESCRIPTION, PLATS AND PLANS

The Regime subject to this Master Deed and the Act is located in the Town of Mount Pleasant, Charleston County, South Carolina, being more particularly described in Exhibit "A" attached to this Master Deed, which exhibit is specifically incorporated herein by this reference. The Survey is attached hereto as Exhibit "C" and incorporated herein by this reference, and the Plans are attached hereto as Exhibit "D" and incorporated herein by this reference

So long as Declarant owns a Unit, Declarant reserves the right, but shall have no obligation, to make improvements and changes to all or part of the Common Elements and the Units owned by Declarant (other than changes to the location of Unit boundaries unless expressly permitted herein), including, without limitation, addition, realignment, and renumbering of parking spaces, renovation and installation of changes to utility systems and facilities, rearrangement and installation of security and refuse facilities, work relating to building exteriors, and extension of the drives and utility lines and pipes located on the Regime.

4 UNITS AND BOUNDARIES

The Regime shall consist of four (4) three-story buildings containing a total of fifty-nine (59) separate Units, and Common Elements, some of which will be assigned as Limited Common Elements. Each Unit consists of a dwelling and its appurtenant percentage of undivided interest in the Common Elements. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Regime Instruments. The type, approximate size and location of each Unit are generally described on Exhibit "F" attached hereto and incorporated herein by this reference. The Units are depicted on the Survey and the Plans. Each Unit includes that part of the structure, which lies within the following boundaries.

(a) Vertical Boundaries. The perimetrical or vertical boundaries of each Unit shall be the centerline of the wall separating the Unit from the exterior wall or walls of the building and the centerline of the wall separating the Unit from the hallway of the floor on which the Unit is located in the building. With respect to common walls between Units, the perimetrical or vertical boundary of the Units served thereby shall be the centerline of such wall. The vertical boundaries include the wallboard or other material comprising the wall of the Unit

(b) Horizontal Boundaries

(i) If the Unit is on the top floor of the building, the upper horizontal boundary of such Unit is the exterior, unfinished, unexposed surface of the wallboard or other material comprising the ceiling of the Unit, with such material constituting part of the Unit. The lower horizontal boundary of such Unit is the lowermost surface of the wood floor truss structure with gypcrete comprising the subflooring of the Unit, with the flooring and subflooring constituting part of the Unit

(ii) If the Unit is on the bottom floor of the building, the upper horizontal boundary of such Unit is the lowermost surface of the wood floor truss system with gypcrete comprising the subflooring of the Unit above, with the subflooring of the Unit above not constituting part of the Unit below. The lower horizontal boundary of such Unit is the uppermost surface of the concrete slab on which the Unit is constructed, with the flooring, if any, constituting part of the Unit and the concrete subflooring and building foundation not constituting part of the Unit

(iii) If the Unit is not on the top or bottom floors of the building, the upper horizontal boundary of such Unit is the lowermost surface of the wood floor truss system with gypcrete comprising the subflooring of the Unit above, with the subflooring of the Unit above not constituting part of the Unit below. The lower horizontal boundary of such Unit is the lowermost surface of the wood floor truss system with gypcrete comprising the subflooring of the Unit, with the flooring and subflooring constituting part of the Unit

(c) Additional Information to Interpret Unit Boundaries Entry doors and exterior glass surfaces, including, but not limited to, windows and glass doors, serving the Unit shall be included within the boundaries of the Unit. Heating, air conditioning and ventilation systems serving a single Unit (including any part of any such system located outside the boundaries of the Unit), all duct work for heating and air conditioning systems and appliances and plumbing fixtures within a Unit shall be part of the Unit

If any chutes, flues, ducts, conduits, wires, pipes or other apparatus lies partially within and partially outside of the designated boundaries of the Unit, any portion thereof which serves only that Unit shall be deemed to be a part of that Unit, while any portions thereof which serve more than one (1) Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

In interpreting deeds and Plans, the existing physical boundaries of a Unit as originally constructed or of a Unit reconstructed in substantial accordance with the original Plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in any deed or Floor Plan, regardless of settling or lateral movement of the building in which the Unit was located, and regardless of minor variance between the boundaries shown on the Plans or in a deed and those of the Unit

The ownership of each Unit shall include, and there shall pass with each Unit, whether or not separately described in the conveyance thereof, that percentage of the right, title and interest in the Common Elements attributable to such Unit, together with membership in the Association and an undivided interest in the funds and assets held by the Association.

(d) Unit Measurements Each Owner, by acceptance of a deed, or other conveyance of a Unit, understands and agrees that there are numerous methods for calculating the square footage of a Unit, and that depending on the method of calculation, the square footage of the Unit may vary. Additionally, as a result of in the field construction, other permitted changes to the construction of Unit, and settling and shifting of improvements, actual square footage of a Unit may also be affected. By

accepting title to a Unit, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Declarant's promotional materials or otherwise. Without limiting the generality of the foregoing, Declarant does not make any representation or warranty as to the actual size, dimensions (including ceiling heights) or square footage of any Unit, and each Owner shall be deemed to have fully waived and released any such warranty

5 GENERAL COMMON ELEMENTS.

The General Common Elements consist of portions of the Regime not located within the boundaries of a Unit, and include, without limitation, the following

- (a) the land whether leased or in fee simple and whether or not submerged on which the buildings stand,
- (b) certain utility infrastructures, sprinkler rooms, condenser areas, entry feature and lighting for same, paving, the foundation, roofs, exterior walls of the buildings, retaining wall, detention pond, landscape areas, outside parking area and lighting for same, mail kiosks, stairs, and hallways,
- (c) the dumpster, park areas, boardwalk, and all lighting in any Common Element of the buildings, and in general, all devices or installations existing or to be constructed or installed for common use, and
- (d) all other elements of the Regime, in existence or to be constructed or installed, rationally of common use or necessary to its existence, upkeep, and life-safety.

Ownership of the General Common Elements shall be by the Owners as tenants-in-common. The percentage of undivided interest in and to the General Common Elements attributable to each Unit is set forth in Exhibit "B" attached hereto and incorporated herein by this reference. Such percentages of undivided interest may be altered only by the written consent of all Owners and Mortgagees (or such lesser number of Owners and Mortgagees as may hereafter be prescribed by the Act) expressed in a duly recorded amendment to this Master Deed

The General Common Elements shall remain undivided, and no Owner or any other Person shall bring any action for partition or division of the whole or any part thereof except as provided in the Act. Except as provided for Limited Common Elements or as otherwise provided herein, each Owner and the Association may use the General Common Elements for the purposes for which they are intended, but no such use shall enter or encroach upon the lawful rights of the other Owners

6 LIMITED COMMON ELEMENTS

- (a) The Limited Common Elements located on the Regime and the Unit(s) to which they are assigned are.
 - (i) corridors and stairs serving more than one (1) but less than all Units, as shown on the Plans, are assigned as Limited Common Elements to the Units that they serve;

(ii) the portion of the Common Elements on which there is located any portion of the air conditioning or heating system exclusively serving a particular Unit or Units is assigned as a Limited Common Element to the Unit or Units so served;

(iii) any utility meter which serves only one (1) Unit is assigned as a Limited Common Element to the Unit so served;

(iv) any exterior lighting that is turned "on" and "off" by a mechanism located within the interior of a Unit is assigned as a Limited Common Element to such Unit,

(v) a Unit may be assigned one (1) or more garages, as shown on the Floor Plans, as a Limited Common Element(s). Garages may be initially assigned or reassigned by amendment to this Master Deed as provided in subparagraphs (b) and (c) below;

(vi) any balcony or porch attached to and serving only one (1) Unit is assigned as a Limited Common Element to the Unit to which it is attached and which it serves, and

(vii) each Unit is assigned one (1) mailbox or mail slot, to be initially assigned in the sole discretion of Declarant

(b) The Association's Board of Directors, without need for a membership vote, is hereby authorized to assign and to reassign Limited Common Elements and General Common Elements not previously assigned as a Limited Common Element, provided that any such assignment or reassignment shall be made in accordance with the Act. A General Common Element not previously assigned as a Limited Common Element may be so assigned and a Limited Common Element may be reassigned by the Board, without the need for a vote of the Association, upon written application to the Association by the Owner or Owners for whose exclusive use such General Common Element is requested or whose use of the Limited Common Element previously assigned is directly affected. Upon such application, the Association shall prepare and execute an amendment to the Master Deed assigning the Common Element as a Limited Common Element or reassigning the Limited Common Element, which amendment shall be executed by the Owner or Owners making such application. For so long as Declarant owns a Unit primarily for the purpose of sale, an amendment to assign a Common Element, not previously assigned as a Limited Common Element shall be executed by the officers of the Association, if the request is made by Declarant. The Board has the right to approve or disapprove any such request made by any Person other than Declarant.

(c) For so long as Declarant owns any Unit primarily for the purpose of sale, Declarant shall have the right to sell to Owners one (1) or more parking spaces or garages to be assigned as Limited Common Elements pursuant to subparagraphs (a) and (b) above. The proceeds of the sale of parking spaces or garages as Limited Common Elements shall belong to Declarant.

7 ASSOCIATION MEMBERSHIP AND ALLOCATION OF VOTES

All Owners, by virtue of their ownership of a fee or undivided fee interest in any Unit in the Regime, excluding Persons holding such interest under a Mortgage, are members of the One Belle Hall Property Owners Association, Inc., and, except as otherwise provided herein or in the Bylaws, shall be entitled to vote on all matters upon which members of the Association are entitled to vote pursuant to the Master Deed and in accordance with the Bylaws. Subject to the provisions of the Regime Instruments, the Owner or collective Owners shall be entitled to one (1) weighted vote for such Unit, which shall be weighted according to the percentage interests set forth in Exhibit "B." The percentage interests set forth on

Exhibit "B" are calculated based on the value of an individual Unit versus the value of the Regime as a whole, which percentage interest may be expressed as a fraction, the numerator of which shall be the value of the individual Unit, and the denominator of which shall be the value of the Regime as a whole

8 ALLOCATION OF LIABILITY FOR COMMON EXPENSES

(a) Except as provided below or elsewhere in the Act or Regime Instruments, the amount of all Common Expenses shall be assessed against all the Units in accordance with the percentage of undivided interest in the Common Elements appurtenant to the Unit as set forth in Exhibit "B" attached hereto and incorporated herein by this reference

(b) The Board of Directors shall have the power to levy special assessments against Units pursuant to this Paragraph as, in its discretion, it shall deem appropriate. Failure of the Board of Directors to exercise its authority under this Paragraph shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Paragraph in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Paragraph

(i) Any Common Expenses benefiting less than all of the Units or significantly disproportionately benefiting all Units may be specially assessed equitably among all of the Units that are benefited according to the benefit received. Except for expenses for maintenance, repair or replacement of Limited Common Elements, which may be specially assessed, expenses incurred for the maintenance, repair or replacement of the Area of Common Responsibility, shall not be specially assessed

(ii) Any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Units or by the Occupant(s), licensees or invitees of any such Unit or Units may be specially assessed against such Unit or Units

(c) In the event the Regime is served by any common utility meter, the Board shall have the authority to install submeters and assess individual Unit utilities usage charges as special assessments as provided in subparagraph (b)(i) above. This shall include the right to add a charge for the cost of overhead for such submetering, against individual Units and/or to install separate utility meters for the Units

9 ASSOCIATION RIGHTS AND RESTRICTIONS.

In addition to and not in limitation of all other rights it may have, the Association, acting through its Board of Directors, shall have the right and authority

(a) to enter into Units for maintenance, emergency, or life-safety purposes, which right may be exercised by the Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit. For the purposes of this Paragraph, an emergency justifying immediate entry into a Unit shall include, but not be limited to, the following situations: a water or other utility leak, fire, strong foul odor, obvious insect infestation or sounds indicating that a person or animal might be injured or sick and require immediate medical attention. No one exercising the rights granted in this subparagraph shall be liable for trespass, damages, or in any other manner by virtue of exercising such rights. The failure to exercise the rights herein or to exercise

said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that no duty to enter a Unit shall exist;

(b) to make and to enforce reasonable rules and regulations governing the use of the Regime, including the Units, Limited Common Elements, and General Common Elements,

(c) to enforce use restrictions, other Master Deed and Bylaws provisions, and rules and regulations by the imposition of reasonable monetary fines and suspension of use and voting privileges;

(d) to grant and accept permits, licenses, utility easements, leases, and other easements,

(e) to control, manage, operate, maintain, improve and replace all portions of the Area of Common Responsibility,

(f) to represent and act on behalf of the Owners in the event of damage or destruction as a result of casualty loss in accordance with the provisions of the Act and Paragraph 12 of this Master Deed,

(g) to represent and act on behalf of the Owners in the event of any loss resulting from condemnation or eminent domain in accordance with Paragraph 20 of this Master Deed,

(h) to acquire, hold, and dispose of tangible and intangible personal property and real property;

(i) to collect for and pay assessments required under the Office Park Covenants;

(j) to represent the Regime in all matters as provided under the Office Park Covenants,

(k) to collect security deposits in reasonable amounts, as determined by the Board of Directors in its sole discretion, to protect against any damage to the Regime, including, without limitation, damage resulting from moving in or out of a Unit, the transportation and use of construction materials in the Regime, and the alteration, modification, or addition to a Unit and any Limited Common Element appurtenant thereto. Costs for repair of such damage may be deductible from the security deposit and any additional expenses may be specifically assessed against the Unit under subparagraph 8(b)(ii) above;

(l) to approve contractors or subcontractors who have access to the Regime for the purpose of making repairs or improvements to Units based on rules and regulations promulgated and adopted by the Board which may include, without limitation, financial stability of the contractors and/or subcontractors, history of compliance with the Regime Instruments and rules and regulations of the Association; and other factors that may be reflective of quality and ability. The Board may also impose insurance requirements and collect other non-refundable fees for use of the trash receptacle;

(m) at the sole expense of the Association, without need for a membership vote, and without the written consent of any affected Owner, to relocate any portion of the air conditioning, heating, plumbing, ventilating, exhaust, electrical, or telecommunications system serving a particular Unit, provided that after such relocation, the system serving the Unit functions at least as well and at no greater cost to the Owner as existed prior to the relocation,

(n) to close permanently or temporarily any portion of the General Common Elements (excluding any General Common Elements the use of which is reasonably necessary for access to or from a Unit and any portion of the General Common Elements subject to the Office Park Covenants or any portion of the General Common Elements over, on, upon or which Declarant has an easement) with thirty (30) days

prior notice to all Owners, except that, in emergency situations requiring a temporary closing, prior notice shall not be required so long as notice is given within three (3) days after the closing explaining the reason for the closing. Notwithstanding the above, the Owners may re-open closed General Common Elements by a vote of a Majority of the Total Association Vote, cast at a duly called special or annual meeting, and

(o) to enter into joint agreements and contracts with other homeowners associations for the provision of services, including, without limitation, management, landscaping, porter, concierge, property monitoring services, and trash removal services

10 ASSESSMENTS.

(a) Purpose of Assessment The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, life-safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Units in the Regime as may be more specifically authorized from time to time by the Board.

(b) Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) annual assessments or charges; (ii) special assessments, such assessments to be established and collected as hereinafter provided; and (iii) specific assessments against any particular Unit which are established pursuant to the terms of this Master Deed, including but not limited to reasonable fines imposed in accordance with the terms of this Master Deed.

All such assessments, together with charges, interest, costs, and reasonable attorneys' fees actually incurred, and if the Board so elects, rents, in the maximum amount permitted under South Carolina law, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Unit at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Pursuant to provision Section 27-31-200 of the Act, upon the conveyance of a Unit, all unpaid assessments against a Unit shall first be paid out of the sales price of such Unit or by the acquirer over any other charges or assessments of whatever nature, except as provided in the Act. Notwithstanding anything contained herein to the contrary, pursuant to the Act, any grantee who obtains title pursuant to judicial or nonjudicial foreclosure of any Mortgage of record shall not be liable for such Unit's share of assessments accruing subsequent to the recording of such Mortgage, but prior to the acquisition of title by such Mortgagee.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. Unless otherwise provided, the annual assessments shall be paid in equal monthly installments due on the first day of each calendar month. No Owner may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Elements, the Association's failure to perform its obligations required hereunder, abandonment of his or her Unit, or a dispute arising from the Association's performance of its duties. The lien provided for herein shall have priority as provided in the Act.

The Board of Directors shall have the right to (i) not spend the full amount budgeted for any particular line item in the budget; (ii) spend more than what has been budgeted; and (iii) shift revenues within the budget from one line to another.

(c) Delinquent Assessments All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(i) Any monthly installment of annual assessments or any part thereof not paid in full by the tenth (10th) day of the month or any other charge not paid within ten (10) days of the due date shall bear interest from such date at the maximum legal rate allowable under South Carolina law without further notice or warning to the delinquent Owner

(ii) If part payment of assessments and related charges is made, the amount received may be applied first to costs and reasonable attorneys' fees actually incurred, then to late charges, then to interest, then to delinquent assessments, and then to current assessments

(iii) If assessments, fines or other charges or any part thereof due from an Owner remain delinquent and unpaid for a period greater than fifteen (15) days from the date due, a notice of delinquency may be given to that Owner stating that if the assessment, fine or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board of Directors may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment and of any special assessment without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the annual assessment in monthly installments for that fiscal year

(iv) If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after they become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Master Deed, the Bylaws, the Act and South Carolina law, including reasonable attorneys' fees actually incurred, and suspend the Owner and/or Occupant's right to use the Common Elements, including the right to bring or park vehicles on the Common Elements or have guests bring or park vehicles on the Common Elements. However, the Board may not limit pedestrian, medical, fire, police or other health, life-safety, service or emergency vehicle ingress or egress to or from the Unit or deny necessary parking of clearly and properly identified handicapped vehicles used by handicapped owners or occupants protected by the Fair Housing Amendments Act of 1988. Prior to suspending parking privileges, the Association shall provide the delinquent Owner or Occupant written notice of its intention to do so, sent by certified mail not less than ten (10) days prior to the date of such suspension

(v) If any assessment or other charge is delinquent for thirty (30) days or more, then, in addition to all other rights provided in the Act and herein, the Association shall have the right to suspend water, electricity, gas, heat, air conditioning, cable television, or other utility services to the Unit paid for as a Common Expense by the Association. Any costs incurred by the Association in discontinuing and/or reconnecting any utility service, including reasonable attorneys' fees, shall be an assessment against the Unit. The utility services shall not be required to be restored until the delinquency is paid in full, at which time the Association shall make arrangements for restoration of the service. An Owner whose utility or service has been suspended hereunder shall not be entitled to use any such utility or service from any source, and any such unauthorized use shall be considered a theft of services under South Carolina law

(d) Computation of Operating Budget and Assessment. It shall be the duty of the Board at least twenty-one (21) days prior to the Association's annual meeting to prepare and deliver to each member a budget covering the estimated costs of operating the Regime during the coming year and a notice of the assessments to be levied against each Unit for the following year. The budget and the assessment shall become effective unless disapproved at a duly called and constituted annual meeting of the Association by a

vote of a Majority of the Total Association Vote; provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting.

Notwithstanding the foregoing, in the event that the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. In such case, the Board may propose a new budget at any time during the year at a special meeting of the Association. The proposed budget and assessment shall be delivered to the members at least twenty-one (21) days prior to the proposed effective date thereof and at least ten (10) days prior to the special meeting. The approval procedure set forth above for budgets considered at annual meetings shall also apply to budgets considered at special meetings.

(e) Special Assessments In addition to the annual assessment provided for in subparagraph (b) above, the Board may, at any time, and in addition to any other rights it may have, levy a special assessment against all Owners, notice of which shall be sent to all Owners.

(f) Capital Reserve Budget and Contribution The Board of Directors shall annually prepare a capital reserve budget that shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital reserve contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital reserve budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The annual capital reserve contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided in subparagraph (d) of this Paragraph. A copy of the capital reserve budget shall be distributed to each member in the same manner as the operating budget.

(g) Statement of Account Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Unit, or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Unit. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Unit as of the date specified therein.

(h) Surplus Funds and Common Profits Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the option of the Board of Directors, either be distributed to the Owners or credited to the next assessment chargeable to the Owners in proportion to the liability for Common Expenses attributable to each Unit, or added to the Association's capital reserve account as set forth in (f) above.

If the Board of Directors reasonably determines that during a fiscal year there will likely be a surplus of funds at the end of such fiscal year (excluding amounts designated for reserves), the Board may, but shall not be required to, reduce the amount of the annual assessment to be collected from the Owners for the remainder of that fiscal year. Any Owner who has already paid the entire annual assessment at the time of such reduction shall, in the discretion of the Owner, either receive a refund of the overpayment or a credit of the amount of the overpayment towards the annual assessment of the Association for the following fiscal

year Notwithstanding the above, the Association may first apply the amount of any overpayment toward any other amount the Owner may owe to the Association.

(i) Date of Commencement of Assessments Assessments shall commence as to a Unit on the first day of the month following the conveyance of the Unit to a Person other than the Declarant. Notwithstanding anything to the contrary stated herein, the Declarant shall not be responsible for the payment of any type of assessment until the expiration of the Declarant Control Period. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual common assessment shall be adjusted according to the number of months then remaining in that fiscal year

(j) Budget Deficits During Declarant Control During the Declarant Control Period, Declarant shall pay to the Association the amount sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves) and the sum of the annual, special and specific assessments collected by the Association in any fiscal year.

(k) Working Capital Fund Declarant, on behalf of the Association, shall establish a working capital fund to meet unforeseen expenditures or to purchase any additional equipment or services. A non-refundable contribution to the working capital fund of the Association shall be paid by the purchaser of a Unit at the closing of each sale or resale of a Unit in the amount of two (2) months of the general assessment charged to such Unit. Declarant shall not use the working capital funds to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits while it is in control of the Association. Notwithstanding anything to the contrary herein, the contribution to the working capital fund shall not be due from: (i) any grantee who is the Domestic Partner, spouse or former spouse of the grantor, (ii) any grantee that is a wholly-owned entity of the grantor, (iii) any grantee to whom a Unit is conveyed by a will or through the law of intestacy; or (iv) any grantee of a Unit who obtains title pursuant to judicial or nonjudicial foreclosure of any first Mortgage of record or secondary purchase money Mortgage of record (provided that neither the grantee nor any successor grantee on the Mortgage is the seller of the Unit)

(l) Driveway Maintenance Fee. The Association shall collect annually its respective portion of the "Driveway Maintenance Fee" (as that term is defined in the Office Site I Easement) to fund the maintenance and repair of the "Permanent Easements" (as that term is defined in the Office Site I Easement).

11. INSURANCE

The Association, acting through its Board of Directors, shall obtain and maintain at all times, as a Common Expense, insurance as required herein. The Association shall obtain property insurance that shall, at a minimum, afford fire and extended coverage insurance for and in an amount consonant with the full replacement value of the buildings and other structures on the Regime. Such coverage shall include all of the Units and the fixtures initially installed therein by Declarant and replacements thereof up to the value of those initially installed by Declarant, but shall not include any improvements or additions (including wall coverings and fixtures) made by or on behalf of any Owner other than those made by Declarant and shall exclude furnishings and other personal property within a Unit.

All insurance purchased by the Association pursuant to this Paragraph shall run to the benefit of the Association, the Board of Directors, officers, all agents and employees of the Association, the Owners and their respective Mortgagees, and all other persons entitled to occupy any Unit as their interests may appear. The Association's insurance policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property.

The Board of Directors shall make available for review by Owners a copy of the Association's insurance policy to allow Owners to assess their personal insurance needs and each Owner shall have the obligation to obtain any additional coverage at his or her own expense

All insurance coverage for the Association shall be written in the name of the Association as trustee for itself, each of the Owners, and the Mortgagees of Owners, if any. It shall be the duty of the Board of Directors at least every two (2) years to conduct an insurance review to determine if the policy in force is adequate to meet the needs of the Association and to satisfy the requirements of this Paragraph. Such responsibility may be performed, and shall be deemed reasonably performed, by the Board requesting the Association's insurance agent to verify that insurance policies in existence meet the needs of the Association and satisfy the requirements of this Paragraph

(a) The Board of Directors shall utilize reasonable efforts to secure a blanket hazard insurance policy providing "special perils" coverage in an amount equal to full replacement cost, before application of deductibles, of all improvements located on the Regime. If "special perils" coverage is not reasonably available at reasonable cost, the Board shall obtain, at a minimum, fire and extended coverage, in like amounts. The Board shall use reasonable efforts to obtain policies that will provide the following:

(i) the insurer waives its rights of subrogation of any claims against directors, officers, the managing agent, the individual Owners, Occupants, and their respective household members,

(ii) any "other insurance" clause contained in the master policy shall expressly exclude individual Owners' policies from its operation;

(iii) until the expiration of ten (10) days after the insurer gives notice in writing to the Mortgagee of any Unit, the Mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Owners, the Board of Directors, or any of their agents, employees, or household members, nor be canceled for nonpayment of premiums;

(iv) the master policy may not be canceled, substantially modified, or subjected to nonrenewal without at least thirty (30) days prior notice in writing to the Board of Directors and all Mortgagees of Units, and

(v) an agreed value endorsement and an inflation guard endorsement

(b) All policies of insurance shall be written with a company licensed to do business in the State of South Carolina. The company shall provide insurance certificates to each Owner and each Mortgagee upon request.

(c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees. Each Owner shall notify the Board of Directors of all structural improvements or significant upgrades made by the Owner to his or her Unit. Any Owner who obtains an individual insurance policy covering any portion of the Regime, other than improvements and betterments made by such Owner at his or her expense and personal property belonging to such Owner, shall file a copy of such individual policy or policies with

the Board of Directors within thirty (30) days after the purchase of such insurance. Such Owner shall also promptly notify, in writing, the Board of Directors in the event such policy is cancelled

(e) In addition to the insurance required hereinabove, the Board shall obtain as a Common Expense

(i) workers' compensation insurance if and to the extent necessary to meet the requirements of law;

(ii) public liability insurance with a combined single limit of at least Five Million Dollars (\$5,000,000), which policy shall contain a cross liability endorsement. Such policy shall provide that the negligent acts of the named insured will not void the coverage of or be the basis for denying a claim under such insurance policies,

(iii) comprehensive liability insurance of not less than Two Million Dollars (\$2,000,000) covering the "Permanent Easements" (as that term is defined in the Office Site I Easement) naming Belle-Hall Limited Partnership, and its successors and assigns as a named insured,

(iv) combined comprehensive liability insurance of not less than Two Million Dollars (\$2,000,000) covering the "Permanent Easements" (as that term is defined in the Apartment Site Easement) naming Belle-Hall Limited Partnership, and its successors and assigns as a named insured,

(v) officers' and directors' liability insurance in such amounts as the Board may determine;

(vi) if reasonably available, fidelity bonds or employee dishonesty insurance, covering officers, directors, employees, and other persons who handle or are responsible for handling Association funds. Such bonds or insurance, if reasonably available, shall be in an amount consistent with the best business judgment of the Board of Directors, but in no event less than three (3) months assessments plus a reasonable amount to cover all or a reasonable portion of reserve funds in the custody of the Association at any time during the term of the bond or insurance; provided, however, fidelity coverage herein required may be reduced based on the implementation of financial controls which take one or more of the following forms: (A) the Association or management company, if any, maintains a separate bank account for the working account and the reserve account, each with appropriate access controls and the bank in which funds are deposited sends copies of the monthly bank statements directly to the Association; (B) the management company, if any, maintains separate records and bank accounts for each association that uses its services and the management company does not have the authority to draw checks on, or to transfer funds from, the Association's reserve account; or (C) two (2) members of the Board of Directors must sign any checks written on the reserve account,

(vii) flood insurance, to the extent required by law or the Board determines to be necessary, and

(viii) such other insurance as the Board of Directors may determine to be necessary or desirable including, for example coverage of the following types of property contained within a Unit, regardless of ownership (A) fixtures, improvements and alterations that are part of the

building or structure; and (B) appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping

(f) Insurance carried by the Association as a Common Expense shall not be required to include (i) any part of a Unit that is not depicted on the original Plat; or (ii) any part of a Unit that was not included as part of the collateral for the initial loan made for the initial purchase of the Unit, nor shall the Association include public liability insurance for individual Owners for liability arising within the Unit

(g) Nothing contained herein gives any Owner or other party a priority over any rights of first Mortgagees as to distribution of insurance proceeds. Any insurance proceeds payable to the Owner of a Unit on which there is a Mortgagee endorsement shall be disbursed jointly to such Owner and the Mortgagee. This is a covenant for the benefit of any such Mortgagee and may be enforced by any such Mortgagee.

(h) Every Owner shall be obligated to obtain and maintain at all times insurance covering those portions of his or her Unit to the extent not insured by policies maintained by the Association. Upon request by the Board, the Owner shall furnish a copy of such insurance policy or policies to the Association. In the event that any such Owner fails to obtain insurance as required by this subparagraph, the Association may purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner, to be collected in the manner provided for collection of assessments under Paragraph 10 hereof.

(i) Insurance Deductibles In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the person or persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one (1) Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected owner's portion of the total cost of repair. Notwithstanding the foregoing, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Owner shall be responsible for paying the deductible pertaining to his or her Unit, if any. If any Owner or Owners fail to pay the deductible when required under this subparagraph, then the Association may pay the deductible and assess the cost to the Owner or Owners pursuant to Paragraph 8 of this Master Deed.

(j) Payment of Claims to Delinquent Owners Notwithstanding anything to the contrary herein, in the event of an insured loss under the Association's master hazard insurance policy for which the Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in the payment of assessments owed to the Association under Paragraph 10 hereof, then the Association may retain and apply such proceeds to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Owner.

12 REPAIR AND RECONSTRUCTION.

Unless required otherwise by the Act or the Office Park Covenants, in the event of damage to or destruction of all or any part of the Regime as a result of fire or other casualty, the Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure. In the event of substantial damage or destruction, each holder of a first Mortgage shall be entitled to written notice of the damage, and nothing in these documents shall be construed to afford a priority to any Owner with respect to the distribution of proceeds to any such Unit.

(a) Cost Estimates Immediately after a fire or other casualty causing damage to the Regime, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring

the structures (including any damaged Unit) to substantially the condition that existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) Source and Allocation of Proceeds.

(i) If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair, as determined by the Board of Directors, the additional cost shall be a Common Expense, provided, however, if the Association obtained the insurance required under Paragraph 11 of the Master Deed and the proceeds of such insurance are otherwise not sufficient to defray the costs of reconstruction and repair, as determined by the Board, the additional costs shall be assessed against the Owners of the Unit(s) damaged in proportion to the damage to the Units or against all Owners, in the case of insufficient funds to cover damage to the Common Elements. This assessment shall not be considered a special assessment as discussed in subparagraph 10(e).

(ii) If there are surplus funds after repair and reconstruction is completed, such funds shall be common funds of the Association to be used as directed by the Board.

(c) Plans and Specifications Any such reconstruction or repair shall be substantially in accordance with the Plans and specifications under which the Regime was originally constructed to standard finish so as to exclude any upgrades made to Units, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original Plans and specifications are approved by the Board of Directors. To the extent insurance proceeds are available, the Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty.

(d) Encroachments Encroachments upon or in favor of Units that may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Regime was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.

(e) Construction Fund The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Owners on account of such casualty shall constitute a construction fund, which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Paragraph to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the structure as are designated by the Board of Directors.

13 ARCHITECTURAL CONTROLS

(a) During Declarant Control During the Declarant Control Period, there shall be no Architectural Control Committee and all encroachments onto the General Common Elements or Limited Common Elements, exterior change, alteration or construction (including painting and landscaping), and any erection, placement or posting of any object, sign, clothesline, speaker, playground equipment, light, fountain, flag, personalized or customized exterior door mat, or thing on the exterior or roofs of the buildings, in any windows (except window treatments as provided herein), or on any Limited Common

Elements or any General Common Elements, must receive the prior written approval of Declarant. However, a mezuzah or comparable religious symbol not larger than three inches (3") in width and nine inches (9") in height may be posted on the doorframe of the Unit. In addition, reasonable seasonal decorative lights may be displayed from within a Unit between Thanksgiving and January 15. Granting or withholding such approval shall be within the sole discretion of Declarant. All references in the Regime Instruments to the Architectural Control Committee or ACC shall refer to Declarant during the Declarant Control Period. Notwithstanding anything to the contrary stated herein, the initial improvements constructed on the Regime and all architectural modifications thereto that are made by Declarant shall not be subject to approval pursuant to this Paragraph.

(b) After Declarant Control After the Declarant Control Period has expired, an Architectural Control Committee shall be appointed by the Board of Directors, and except for Declarant, for so long as Declarant shall own a Unit for sale, no Owner, Occupant, or any other Person may make any encroachment onto the General Common Elements or Limited Common Elements, or make any exterior change, addition, alteration, or construction (including painting and landscaping), nor erect, place or post any object, sign, clothesline, speaker, playground equipment, light, fountain, flag, personalized or customized exterior door mat, or thing on the exterior or roofs of the buildings, in any windows (except window treatments as provided herein), on any Limited Common Elements, or on any other General Common Elements, without first obtaining the written approval of the ACC pursuant to this Paragraph 13. However, a mezuzah or comparable religious symbol not larger than three inches (3") in width and nine inches (9") in height may be posted on the doorframe of the Unit. In addition, reasonable seasonal decorative lights may be displayed from within a Unit between Thanksgiving and January 15. The standard for approval of such improvements shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing buildings, Units and structures, the location in relation to surrounding structures and topography, and the impact of such approval, if any, on the increase or decrease of sounds and vibrations between the Units and between the Units and the Common Element and the impact of such approval, if any, on the increase or decrease of sounds and vibrations between the Units and between the Units and the Common Elements. Notwithstanding the above, Declarant shall not be required to obtain any approvals under this Paragraph.

(c) Alteration of Units Subject to the other provisions of this Master Deed, alterations to the interiors of Units, relocation of the boundaries between adjoining Units, and subdivision of Units are subject to the following restrictions:

(i) Alterations to the Interiors of the Units Except as provided herein, no Owner or Occupant may make any alteration within a Unit which involves connecting to Common Element pipes, lines, conduits and/or other apparatus for access to common utilities without prior written ACC approval (including, but not limited to, modifying the connection of washers and dryers). Except as provided herein, no Owner or Occupant shall make any interior modifications to or place an excessive load on any structural or load bearing portions of a Unit without first obtaining the prior written approval of the ACC. Such approval shall not be granted by the ACC unless the Owner has presented to the ACC a report or drawing prepared by a licensed structural engineer showing that compensating measures will be taken to ensure the structural integrity of the Unit and the Regime. All building code requirements must be complied with and necessary permits and approvals secured for any modifications. Notwithstanding the above, all Owners desiring to make any interior modifications or alterations to a Unit affecting the Common Elements or structure or load bearing portions of a Unit must make application to the ACC as described below in order for the ACC to make the determination of whether the ACC's approval is required.

Notwithstanding the above, if any Owner acquires an adjoining Unit, such Owner shall have the right (subject to the prior written approval of the Mortgagees of the Units involved) to remove all or any part of any intervening partition or to create doorways or other apertures therein, notwithstanding the fact that such partition may, in whole or part, be part of the Common Elements, so long as no portion of any structural or load bearing portions of the Unit(s) are materially weakened or removed and the ACC has approved the plans described above and no portion of any Common Elements is damaged, destroyed or endangered, other than that partition and any chutes, flues, ducts, conduits, wires or other apparatus contained therein which shall be relocated by such Owner if such facilities serve any other part of the Regime. Notwithstanding the above, Declarant shall not be required to obtain any approvals under this Paragraph. The alterations permitted in this Paragraph shall not be deemed an alteration or relocation of boundaries between adjoining Units.

(ii) Relocation of Boundaries Boundaries between adjoining Units may be relocated only in accordance with the provisions of this Master Deed. As long as Declarant owns a Unit for sale, an Owner must obtain the prior written consent of Declarant and the Board of Directors in order to relocate the boundaries of his or her Unit. After Declarant no longer owns a Unit for sale, an Owner must obtain the prior written consent only of the Board of Directors in order to relocate the boundaries of his or her Unit. Declarant shall have the right to relocate boundaries between Units owned by Declarant without the approval of the Board of Directors, and the Board of Directors shall execute the required amendment to the Master Deed. In order to affect a relocation of boundaries between adjoining Units, an amendment to this Master Deed shall be prepared and filed of record in the public records of Charleston County, South Carolina, at the sole cost and expense of the Owner requesting the relocation. The amendment shall designate the relocated adjoining boundaries of the Unit and, notwithstanding anything in this Master Deed to the contrary, shall set forth the restated percentage interest in the Common Elements, set forth on Exhibit "B," attributable to each Unit subject to such relocation, the total of which must equal the percentage interest attributable to the Units that existed before the relocation of the boundaries. The Owners hereby delegate authorization to the Declarant, during the Declarant Control Period, and thereafter to the Association, without the necessity of a membership vote, to restate the percentage interest for purposes of this subparagraph, in the sole discretion of Declarant or the Board, as the case may be. To be effective, the amendment must be executed by all Owners of the Units that are subject to the relocation of boundaries, and by Declarant, during the Declarant Control Period, and thereafter, by the Association.

(iii) Subdivision of Units No Unit shall be subdivided into a smaller Unit or Units.

(d) Applications Applications for approval of any alteration to or within a Unit and/or a Limited Common Element assigned to the Unit shall be in writing and shall provide such information as the ACC may reasonably require, including, but not limited to, the documentation described in subparagraph 13(c) above. Once an application and all required information is received by the ACC, the ACC shall stamp the application as being complete, and shall then forward to the applicant a written notice of application completion (the "Notice of Application Completion"). The ACC shall be authorized to retain an engineer, architect or other consultant to review such application and related documentation and plans, and all costs and expenses related thereto shall be borne solely by the applicant. Approval of an application may be withheld by the ACC until such time as all costs and expenses related to the review of an application have been paid by the applicant. The ACC shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, materials to be used, harmony with the external design of the buildings and other structures that may be located on the Regime, and it shall be entitled to stop any construction that is not in conformance with approved plans. The Board or ACC may publish written architectural standards for exterior and Common Element alterations or additions, and any

request in substantial compliance therewith shall be approved, provided, however, each such requested change shall be in harmony with the external design of the buildings and Units, and the location in relation to surrounding structures and topography of the vicinity

Notwithstanding anything to the contrary stated herein, even if the requirements of this Paragraph are satisfied, nothing herein shall authorize anyone to relocate Unit boundaries, subdivide a Unit, construct or maintain any structure or improvement (other than that which was requested and to which the ACC did not respond) that is in violation of this Master Deed, the Bylaws or rules and regulations promulgated and adopted by the Association or of any applicable zoning or other laws. Under no circumstances will alterations be made or permitted to be made by any Owner if such alteration will

(i) unreasonably diminish the benefits afforded to such other Owners by any easement or license or unreasonably interrupt such other Owner's use or enjoyment of any easement or license, provided, however, interruption of the use and enjoyment of any easement or license for temporary construction purposes shall not require consent of the Owners if, upon completion of construction, each Owner's use and enjoyment of the affected easement or license is restored;

(ii) materially adversely affect or impair the structural integrity, character, value or utility of the buildings (or any portion thereof),

(iii) materially adversely affect facilities benefiting any other Owners,

(iv) except as to signage, alter the facade or exterior appearance of any portion of the buildings in any material respect; or

(v) materially and adversely affects the rights of any Owner, Occupant or Person to exercise the easement rights granted in Paragraph 21 hereof.

(e) Appeal. In the event that the ACC or its designated representative disapproves any application or part thereof, an Owner shall have the right to appeal the ACC's decision to the Board of Directors. The Board shall rule on the appeal within forty-five (45) days of receiving written notice requesting an appeal from the Owner. In ruling on the appeal, the Board shall consider all relevant materials presented to it by either the Owner or the ACC, the decision of the ACC, and the application of the Owner to the ACC. The Board of Directors shall have the final authority to approve, disapprove, or conditionally approve or disapprove the application of the Owner. If the Board does not receive written notice from the Owner by certified mail requesting an appeal within fourteen (14) days from the date of the ACC's notice to the Owner of its decision, the decision of the ACC shall become final and all rights of appeal shall terminate and thereafter be void

(f) Encroachments onto Common Elements. The ACC, subject to this Paragraph, may permit Owners to make encroachments onto the Common Elements as it deems acceptable.

(g) Condition of Approval. As a condition of approval for a requested architectural change, modification, addition, or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration, unless otherwise agreed to in writing by the ACC. It is the responsibility of every Owner of a Unit to determine for himself or herself what architectural modifications have been made to his or her Unit by any predecessor-in-interest. In the discretion of the Board or ACC, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest

(h) Limitation of Liability Review and approval of any application pursuant to this Paragraph is made on the basis of aesthetic considerations only, and neither Declarant, the Board of Directors nor the ACC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. Neither Declarant, the Association, the Board of Directors, the ACC, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction or modifications to any Unit.

(i) No Waiver of Future Approvals Each Owner acknowledges that the members of the Board of Directors and ACC will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. Each Owner further acknowledges that the Board of Directors and ACC may adopt different architectural standards for different parts of the Regime, based on street visibility and location of the proposed modification in the building. The approval of either the Board of Directors or the ACC of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors, or the ACC shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

(j) Enforcement. Any construction, alteration, or other work done in violation of this Paragraph shall be deemed to be nonconforming. Upon written request from the Board or the ACC, Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Board or its designees shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs thereof, including reasonable attorneys' fees actually incurred, may be assessed against the benefited Unit and collected as an assessment pursuant to this Master Deed.

In addition to the foregoing, the Board of Directors shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Paragraph and its decisions. Furthermore, the Board shall have the authority to record in the Charleston County land records notices of violation of the provisions of this Paragraph.

If any Owner or Occupant makes any exterior change, alteration, or construction (including landscaping) upon the General Common Elements or Limited Common Elements in violation of this Paragraph, he or she does so at his or her sole risk and expense. The Board may require that the change, alteration or construction be removed or that it remain on the General Common Elements or Limited Common Elements without reimbursement to the Owner or Occupant for any expense he or she may have incurred in making the change, alteration or construction.

(k) Commencement of Construction All changes, modifications and improvements approved by the ACC hereunder must be commenced within six (6) months from the date of approval. If not commenced within six (6) months from the date of such approval, then such approval shall be deemed revoked by the ACC, unless the ACC gives a written extension for commencing the work. All work approved by the ACC hereunder shall be completed in its entirety within ninety (90) days from the date of commencement, unless otherwise agreed in writing by the ACC. All approved changes, modifications, and improvements must be completed in their entirety. An Owner may not construct only a portion or part of an approved change, modification, or improvement.

(l) Approval Under the Office Park Covenants. The provisions for architectural control contained in this Master Deed shall be in addition to, and not in lieu of the architectural control provisions contained in the Office Park Covenants. Whenever approval of the Board of Directors or the ACC is required under this Master Deed, the granting of such approval shall not dispense with the need also to comply with the approval procedures set forth in the Office Park Covenants. All proposed construction, modifications, alterations, and improvements shall be approved pursuant to this Master Deed before being submitted for approval pursuant to the Office Park Covenants. The Owner shall be responsible for any fees and costs associated with making such application pursuant to the Office Park Covenants, and any unpaid fees and costs shall constitute a lien against the Owner's Unit, and may be collected as an assessment pursuant to this Master Deed.

14 USE RESTRICTIONS

Each Owner of a Unit shall be responsible for ensuring that the Owner's family, guests, tenants and Occupants comply with all provisions of the Regime Instruments and the rules and regulations of the Association. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, tenants or Occupants, as a result of such person's violation of the Regime Instruments, the Association may take action under this Master Deed against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants.

In addition to the following use restrictions, the Board of Directors may adopt rules and regulations in accordance with the terms hereof and as specified in the Bylaws

(a) Use of Units Each Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Unit or any part of the Regime, except that the Owner or Occupant residing in a Unit may conduct ancillary business activities within the Unit so long as:

(i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the Unit;

(ii) the business activity does not involve visitation of the Unit by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a residential Unit without business activity;

(iii) the business activity is legal and conforms to all zoning requirements for the Regime,

(iv) the business activity does not unreasonably increase traffic in the Regime in excess of what would normally be expected for Units in the Regime without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services),

(v) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage,

(vi) the business activity is consistent with the residential character of the Regime and does not constitute a nuisance or a hazardous or offensive use, or threaten the security of other residents of the Regime, as determined in the Board's discretion; and

(vii) the business activity does not result in a materially greater use of Common Elements or Association services

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis that which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required therefor. Notwithstanding the above, the use of a Unit by an on-site management agent operating on behalf of the Association shall not be considered a trade or business within the meaning of this Paragraph

(b) Number of Occupants The maximum number of Occupants in a Unit shall be limited to two (2) people per bedroom in the Unit, (as such bedrooms are depicted on the original Survey and Plans filed in the RMC office of Charleston County, South Carolina). Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto

If an Owner of a Unit is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the person(s) who will occupy the Unit. The designated person(s) to occupy the Unit may not be changed more frequently than once every six (6) months without the prior written approval of the Board of Directors

(c) Outbuildings No structure of a temporary character, trailer, tent, shack, carport, garage, barn or other outbuilding shall be erected by any Owner or Occupant, other than Declarant, on any portion of the Regime, at any time, either temporarily or permanently, without the prior written approval of the Board of Directors

(d) Use of General Common Elements Including Amenities.

(i) General. There shall be no obstruction of the General Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the General Common Elements without the prior written consent of the Board, except as specifically provided herein. With prior written Board approval, and subject to any restrictions imposed by the Board, an Owner or Occupant may reserve portions of the General Common Elements for use for a period of time as set by the Board. Use of the General Common Elements may also be subject to other rules and regulations of the Association. Any such Owner or Occupant who reserves a portion of the General Common Elements as provided herein shall assume, on behalf of himself or herself and his or her guests and family, all risks associated with the use of the General Common Elements and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees. There shall be no use of the roofs of the buildings by an Owner or Occupant or their respective family members, guests, tenants, invitees, agents or contractors; provided, however, the Association and its agents and contractors shall have access to the roofs of the buildings for performing its maintenance and repair responsibility. Furthermore, there shall be no gardening or landscaping on the General Common Elements by Owners or Occupants without the prior written consent of the Board

Notwithstanding anything to the contrary stated herein, an Owner shall not be permitted to use the Common Elements, including the amenities, if such Owner's Unit is occupied by Occupants other than the Owner. Furthermore, in accordance with subparagraph 10(c) (iv) hereof, the right of an Owner and/or Occupant to use the Common Elements may be suspended by the Association, acting through the Board, if assessments and other charges or any part thereof remain unpaid more than thirty (30) days after they become delinquent.

This subparagraph shall not apply to the Declarant, for so long as the Declarant shall own a Unit for sale

(ii) Planned Gathering Use of the General Common Elements by an Owner or Occupant and more than six (6) guests shall constitute a "planned gathering," which shall be registered with the Board. In order to conduct a "planned gathering" on a portion of the General Common Elements, an Owner or Occupant shall first reserve the desired portion of the of the General Common Elements in accordance with subparagraph (i) above.

(e) Use of Limited Common Element Balconies and Porches Except as otherwise provided herein, the use of the Limited Common Elements assigned to the Units is restricted exclusively to the Owners of the Unit to which such Limited Common Elements are assigned, and said Owner's family members, guests, tenants and invitees. The Limited Common Elements are reserved for exclusive use, but shall not be construed or interpreted to be separate and apart from the Common Elements in general, and the restrictions applicable to the Common Elements shall also apply to the Limited Common Elements

(i) Balconies and Porches No objects, including by way of illustration, but not limitation, grills, umbrellas, bicycles, laundry garments, towels, awnings, canopies and all other objects, may be located on a balcony or porch serving a Unit. No object shall be permitted to hang over or be attached to any exterior surface of a balcony or porch wall or to otherwise protrude outside of the vertical plane formed by the exterior surface of a balcony or porch wall. Penetration of the surfaces of a balcony or porch floor or a balcony or porch wall is also prohibited. Enclosure or screening of a balcony or porch is also prohibited. As used herein, "enclosure" shall mean the permanent enclosure of a balcony or porch into the heated and cooled space within the boundaries of a Unit or any portion thereof. Notwithstanding the foregoing, only patio tables and chairs constructed of contemporary-styled natural teak (as defined by the Architectural Controls Committee in its reasonable discretion), cast aluminum or wrought iron may be placed on a balcony or porch. Patio tables and chairs constructed of other materials and patio furniture padding covered in synthetic materials are prohibited.

Furthermore, notwithstanding anything to the contrary stated herein, it shall be the sole responsibility of the Owner or Occupant of all Units to remove all permitted objects from a balcony or porch during periods of high winds to prevent permitted objects from being blown from a balcony or porch and to refrain from engaging in any activity on a balcony or porch that may cause object to fall from a balcony or porch

(f) Storage Storage areas contained within a Unit shall be used solely for the purpose of storing any personal property belonging to the Owner or Occupant of the Unit. No Owner or Occupant shall store any explosives, or any flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other goods in the space that would cause danger or nuisance to the storage area or the Regime. The storage area shall not be used for any purposes unlawful or contrary to any ordinance, regulation, fire code, or health code. If hazardous substances are stored, used, generated or disposed of on or in the storage area or if the storage area becomes contaminated in any manner for which the Owner or Occupant thereof is legally

liable, Owner or Occupant shall indemnify and hold harmless Declarant, Association and Board of Directors from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses and any and all sums paid from settlement of claims, reasonable attorneys' fees actually incurred, consultant and expert fees, arising as a result of that contamination by Owner or Occupant.

(g) Prohibition of Damage, Nuisance and Noise Without the prior written consent of the Board of Directors, nothing shall be done or kept on the Regime, or any part thereof, which would increase the rate of insurance on the Regime or any Unit or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

The dwelling Units in the Regime are built in close proximity to one another, resulting in the sharing of common walls, floors and ceilings. As a result, noise and vibration may be detectable between Units or between Units and the Common Elements. Therefore, an Owner or Occupant shall not conduct activities within a Unit or use a Unit in a manner that unreasonably interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and Occupant.

Furthermore, noxious, destructive or offensive activity shall not be carried on within any portion of the Regime. No Owner or Occupant of a Unit may use or allow the use of the Unit or any portion of the Regime at any time, in any way or for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment, or discomfort to other Owners or Occupants, or in such a way as to constitute, in the sole opinion of the Board of Directors, a nuisance. In addition, no Owner or Occupant of a Unit may use or allow the use of a Unit or the Common Elements in any manner which creates disturbing noises, including, without limitation, use of stereo speakers or equipment that will in the sole discretion of the Board of Directors interfere with the rights, comfort or convenience of the other Owners or Occupants. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights.

No Owner, Occupant or agent of such Owner or Occupant shall do any work which, in the reasonable opinion of the Board of Directors or its designee, would jeopardize the soundness of the Regime or any structure created thereon, would reduce the value thereof, or would impair any easement or other interest in real property thereto, without in every such case the unanimous, prior written consent of all members of the Association and their Mortgagees.

No damage to or waste of the Common Elements, or any part thereof, shall be permitted by any Owner or member of his or her family or any invitee of any Owner. Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner, members of his or her family, guests, invitees, or Occupants of his or her Unit.

(h) Firearms and Fireworks. The display or discharge of firearms or fireworks on the General Common Elements or Limited Common Elements is prohibited, provided, however, the display of lawful firearms on the General Common Elements or Limited Common Elements is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the General Common Elements or Limited Common Elements to or from the Owner's Unit. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size and shall also include, without limitation, slingshots, archery, and other projectile emitting devices. The term "fireworks" shall include those items as listed in Section 23-35-10 of the of the South Carolina Code of Laws, 1976, as amended.

(i) Animals. No Owner or Occupant may keep any animal on any portion of the Regime except as expressly permitted in this subparagraph. An Owner or Occupant may keep no more than a total of two (2) dogs and/or cats per Unit, provided, however, each such pet shall not weigh more than eighty pounds (80 lbs). Notwithstanding the foregoing, a reasonable number of other generally recognized household pets, as determined in the Board's sole discretion, weighing less than two (2) pounds each (including by way of illustration, but not limitation, fish, gerbils and small birds) may be kept in Units. Notwithstanding anything to the contrary herein, no fish tank more than thirty (30) gallons in size shall be installed, kept, or used in a Unit without the prior approval of the ACC.

No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose, and no structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements, without prior written ACC approval. No pets are allowed on any portion of the General Common Elements; provided, however, an Owner or Occupant may walk a pet in designated areas on the General Common Elements or across the Common Elements to enter or exit the Regime, using the most direct route. Notwithstanding the foregoing, pets must be kept on a leash and be under the physical control of a responsible person at all times while on the General Common Elements. Feces left upon the General Common Elements by pets must be immediately removed by the owner of the pet or the Person responsible for the pet.

No potbellied pigs, snakes, American Pit Bull Terriers, Rotweillers or Doberman Pinschers may be brought onto or kept on the Regime at any time. In addition, other animals determined in the Board's sole discretion to be dangerous or potentially dangerous shall not be brought onto or kept on the Regime at any time. The Board may require that any pet that, in the Board's opinion, endangers or potentially may endanger the health of any Owner or Occupant or creates or potentially may create a nuisance or unreasonable disturbance, be permanently removed from the Regime upon seven (7) days written notice. If the Owner or Occupant fails to do so, the Board may remove the pet. Any pet that in the Board's sole discretion presents an immediate danger to the health, life-safety or property of any community member, may be removed by the Board without prior notice to the pet's owner.

Any Owner or Occupant who keeps or maintains any pet upon the Regime shall be deemed to have agreed to indemnify and hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Regime.

(j) Parking. Each Unit may have at least one (1) parking space or garage assigned as a Limited Common Element, exclusively serving a particular Unit. Such parking spaces (if assigned) or garages are designated Limited Common Elements and may only be used by the Owner or Occupants to whom the parking spaces or garages are assigned, and their guests and families. Vehicles only may be parked in designated parking spaces, garages or other areas authorized in writing by the Board. Notwithstanding the foregoing, each Owner and Occupant hereby acknowledge and understand that pursuant to Article VI, Section 3 of that certain Dedication and Cross Easement Agreement, other parties shall have the right to use driveways and parking areas located on the Regime property; provided, however, the use of such parking areas shall be prohibited between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

Notwithstanding anything to the contrary stated herein, with respect to the handicap parking spaces that may be assigned as Limited Common Elements and shown on the Floor Plans as "HC" or shown as "handicapped" or "disabled" parking, such handicap parking spaces shall be assigned subject to the rights of Declarant (for so long as Declarant owns a Unit primarily for the purposes of sale or lease) or the Association (at such time when Declarant no longer owns a Unit primarily for the purposes of sale or lease) requiring the Owner to whose Unit such handicap parking space has been assigned as a Limited Common

Element (hereinafter, the "Original Owner") to grant a license to use such handicap parking space to another Owner (hereinafter, the "Disabled Owner"), provided that (i) the Disabled Owner (or his or her Occupant if such Occupant is leasing a Unit pursuant to Paragraph 15 herein) qualifies under applicable laws to use a handicap parking space in public facilities, (ii) the Disabled Owner provides the Original Owner with a license to use the Disabled Owner's parking space located in the Regime, and (iii) upon such time that the Disabled Owner (or his or her Occupant) no longer qualifies as provided in subsection (i) hereof, the licenses shall automatically expire and the Original Owner and the Disabled Owner shall use their respective, original parking spaces.

For so long as Declarant owns a Unit primarily for the purpose of sale, Declarant may sell one (1) or more parking spaces (which parking spaces shall thereafter be Limited Common Elements appurtenant to the Unit to which they have been sold) to an Owner and may adopt rules regulating the use of unassigned parking spaces

Disabled and stored vehicles are prohibited from being parked on the Regime, except in garages. For purposes hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains on the Regime without being driven for fourteen (14) consecutive days or longer without prior written Board permission.

Boats, trailers, jet-skis and trailers for same, panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the South Carolina Department of Motor Vehicles), recreational vehicles (RVs and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors other than Sheriff's, Marshal's, or police officer's vehicles marked as such, are also prohibited from being parked on the Regime, except in areas that may be designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any Unit or the Common Elements; provided, however, no such vehicle shall remain on the Common Elements overnight or for any purpose unless prior written consent of the Board is first obtained.

If any vehicle is parked on any portion of the Regime in violation of this Paragraph or in violation of the Association's rules and regulations, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of the Person that will do the towing or booting and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board or agent of the Association may have the vehicle towed or booted in accordance with the notice, without further notice to the Owner or user of the vehicle.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's Unit or parking space, is obstructing the flow of traffic, is parked on any grassy area, is parked in a parking space which has been assigned as exclusively serving another Unit, or otherwise creates a hazardous condition, no notice shall be required and the Board or agent of the Association may have the vehicle towed or booted immediately. If a vehicle is towed or booted in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing or booting activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

(k) Heating of Units in Colder Months; Cooling of Units in Warmer Months. In order to prevent breakage of water pipes during colder months of the year resulting in damage to any portion of the Regime, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained with the heat in an "on" position and at a minimum temperature setting of fifty-five degrees (55°) Fahrenheit (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach thirty-two degrees (32°) Fahrenheit or below. In order to prevent the growth of mold and mildew during warmer months of the year resulting in damage to any portion of the Regime, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained with the air conditioning in an "on" position and at a maximum temperature setting of eighty-five degrees (85°) Fahrenheit (except during power failures or periods when air conditioning equipment is broken) whenever the temperature is forecasted to or does reach ninety degrees (90°) Fahrenheit or above. Owners and Occupants of Units shall take all steps possible on a timely basis to keep heating and cooling equipment, including, but not limited to, the thermostat, in good working order and repair. The Board of Directors may fine any Owner or Occupant and/or may cause the water service to the violator's Unit to be discontinued for violation of this subparagraph, in addition to any other remedies of the Association.

(l) Signs Except as may be provided for herein or as may be required by legal proceedings, and except for signs which may be erected by Declarant related to the development and sale of Units, no signs (including, but not limited to, "For Sale" or "For Rent" signs), advertising posters, flyers, political placards or billboards of any kind shall be erected, placed, or permitted to remain on the Regime without the prior written consent of the Board or its designee. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association.

(m) Rubbish, Trash, and Garbage All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the General Common Elements or Limited Common Elements outside the Unit, temporarily or otherwise, except in the trash dumpster or other areas designated by the Board. Rubbish, trash, and garbage shall be disposed of in sealed bags and either placed in the trash dumpster, or proper receptacles designated by the Board for collection or removed from the Regime.

(n) Unightly or Unkempt Conditions The pursuit of hobbies or other activities, including, but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Regime. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the Unit.

(o) Garage Sales Garage sales, yard sales, flea markets, or similar activities are prohibited unless approved in writing by the Board of Directors.

(p) Garages It is prohibited for an Owner or Occupant of a Unit that has been assigned a limited common element garage to convert such garage to any other use without the prior written consent of the Board. No Owner or Occupant of a Unit that includes a garage shall park his or her car or other motor vehicle on any portion of the Regime other than in the garage, unless the maximum number of cars or similarly sized motor vehicles which can be parked in the garage according to its design capacity are already parked in said garage. Garage doors shall remain closed at all times, except for necessary use, ingress, and egress. Unless the Board consents otherwise, all garages shall be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is allowed and possible.

(q) Window Treatments All windows in Units must have window treatments. The color of all window treatments visible from outside the Unit must be white or off-white. Bed sheets shall not be used as window treatments.

(r) Antennas and Satellite Dishes. Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of the Regime, including the Unit or Limited Common Elements, provided, however, the Association shall have the right to erect, construct and maintain such devices. The following shall apply to all Owners.

(i) No transmission antenna, of any kind, may be erected anywhere on the Regime, including the Units, without written approval of the Board of Directors or the Architectural Control Committee.

(ii) No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one (1) meter in diameter shall be placed, allowed or maintained upon the Regime, including the Units and the Limited Common Elements.

(iii) Subject to the last sentence of this subparagraph 14(r), DBS and MMDS satellite dishes or antennas one (1) meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association, and only if and to the extent such rules mandate that such dishes or antennas be allowed, both as may be amended from time to time. In such event, to the extent permissible under the FCC rules and regulations, (A) such satellite dishes and antennas shall not be located above a line 3-feet (3') from the floor of the balconies or outside of the balcony railings, (B) such satellite dishes and antennas shall be in a uniform color designated by the Board of Directors or Architectural Control Committee, and (C) the Board of Directors or Architectural Control Committee may designate and restrict the specific location and color of such satellite dishes and antennas. To the extent that any of the foregoing subsections (A) through (C) is not permitted under the FCC rules and regulations, the remaining portion of this subparagraph 14(r) shall survive independently to the extent permissible under the FCC rules and regulations.

In the event of a transfer of the Unit which includes a satellite dish or antenna, the grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Master Deed, the Bylaws and the rules and regulations regarding satellite dishes and antennas, including, but not limited to, those requirements relating to maintenance and removal of satellite dish or antenna.

(s) Grilling The use of outdoor grills other than electric grills on any portion of the buildings, including, without limitation, the balconies and porches, is prohibited, provided, however, Owners and Occupants are permitted to use grills located on the Common Elements that were provided by Declarant or the Association, if any.

(t) Abandoned Personal Property. Personal property, other than vehicles as provided for in subparagraph (i) shall not be kept, or allowed to remain for more than twenty-four (24) hours upon any portion of the Common Elements, other than on a Limited Common Element, without prior written permission of the Board of Directors. If the Board determines that a violation exists, then, not less than two (2) days after written notice is placed on the personal property and/or on the front door of the property owner's Unit, if known, the Board may remove and either discard or store the personal property in a location which the Board may determine and shall have no obligation to return, replace or reimburse the

owner of the property. The notice shall include the name and telephone number of the Person that will remove the property and the name and telephone number of a person to contact regarding the alleged violation

The Board, in its discretion, may determine that an emergency situation exists and may exercise its removal rights hereunder without prior notice to the property owner; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the location of the property within three (3) days after the property is removed.

Neither the Association nor any officer or agent thereof shall be liable to any Person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder

(u) Replacing Carpet with Tile or Hardwood Floors Other than Declarant, no Owner, Occupant, or any other Person may replace carpeting with a tile, marble, vinyl, hardwood floor, or other hard surfaced flooring material, on the interior floor of a Unit which is located immediately above another Unit without first obtaining written approval of Declarant or the Architectural Control Committee, as applicable, as set forth in Paragraph 13. Among other factors, Declarant or the Architectural Control Committee, as applicable, may consider whether the change will cause noise to any Unit below which will exceed the average noise level in Units below Units with carpeted floors and that the weight of such proposed flooring is appropriate and will not cause problems to the structure or subflooring.

The Owner applying for such approval shall provide Declarant or the Architectural Control Committee, as applicable, with information regarding these factors, as well as other information requested by Declarant or the Architectural Control Committee regarding the proposed flooring and its effect; provided, however, the noise level requirements shall be considered to be met if the Owner provides a sound transmission test that the proposed flooring will create a noise level less than a standard level set by reasonable regulation of Declarant or the Architectural Control Committee, as applicable. Notwithstanding anything to the contrary stated herein, at least fifty percent (50%) of each room within a Unit located above another Unit (excluding the kitchen and bathrooms) shall have area rugs or carpet unless the flooring is sound proofed so as not to exceed the noise level in Units with carpeted floors

(v) Sale Period Notwithstanding any provision contained in this Master Deed to the contrary, during the period of the sale of the Units it shall be expressly permissible for Declarant, its contractors, agents, employees, assigns and representatives, to maintain and carry on, upon such portion of the Regime as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the completion and sale of the Units, including, but without limitation, business offices, signs, model Units and sales offices. The right to maintain and carry on such facilities and activities shall include specifically the right to use the parking facilities on the Regime for such purposes and to use the Units owned by Declarant as model Units and as offices for the sale of the Units and related activities

(w) Move In/Move Out An Owner or Occupant shall not move furniture, personal property, construction materials, and other over-sized items in or out of the Regime except during such hours and according to requirements set forth by the Board of Directors. The Board of Directors shall also be authorized to approve movers and/or moving companies that require access to the Regime for the purpose of moving furniture, construction materials, and other over-sized items, on behalf of an Owner or Occupant, in or out of the Regime, and such consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary stated herein, an Owner or Occupant shall not leave

unattended any furniture, personal property, construction materials, and other over-sized items on any portion of the Common Elements for any period of time.

(x) Life-Safety Systems Owners and Occupants shall not tamper with or disengage any portion of the life-safety systems that serve the Regime including, without limitation, the sprinkler heads and all branch and feed lines that support such sprinkler heads, and all fire control devices (such as smoke detectors and call boxes), regardless of whether such items are located within the boundaries of a Unit

15. LEASING.

In order to preserve the character of the Regime as predominantly owner-occupied, and to comply with the eligibility requirements for financing in the secondary mortgage market, the leasing of Units shall be governed by the restrictions imposed by this Paragraph. Except as provided herein, the leasing of Units shall be prohibited. "Leasing," for the purposes of this Master Deed, is defined as regular, exclusive occupancy of a Unit by any Person other than the Owner. For purposes hereof, occupancy by a roommate of an Owner who occupies the Unit as such Owner's primary residence shall not constitute Leasing hereunder.

(a) General Owners desiring to lease their Units may do so only if they have applied for and received from the Board of Directors either a "Leasing Permit" or a "Hardship Leasing Permit." Such a permit, upon its issuance, will allow an Owner to lease his or her Unit provided that such Leasing is in strict accordance with the terms of the permit and this Paragraph. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Paragraph. All Leasing Permits and Hardship Leasing Permits shall be valid only as to a specific Owner and Unit and shall not be transferable between either Units or Owners, but shall be transferable to successors in title to the same Unit.

(b) Leasing Permits The request of a Person who has entered into a binding purchase and sale agreement to acquire a Unit or of an Owner for a Leasing Permit for a Unit shall be approved if current, outstanding Leasing Permits have not been issued for more than twenty-five percent (25%) of the total number of Units in the Regime. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (i) the failure of an Owner to lease his or her Unit within one hundred eighty (180) days of the Leasing Permit having been issued, (ii) the failure of an Owner to have his or her Unit leased for any consecutive one hundred eighty (180) day period thereafter; or (iii) the occurrence of the date referenced in a written notification by the Owner to the Association that the Owner will, as of said date, no longer need the Leasing Permit. If current Leasing Permits have been issued for more than twenty-five percent (25%) of the total number of Units, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits) until the number of outstanding current Leasing Permits falls below twenty-five percent (25%) of the total number of Units in the Regime. Owners who have been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued the same if they so desire when the number of current outstanding Leasing Permits issued falls to twenty-five percent (25%) or less of the total number of Units in the Regime. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit.

(c) Hardship Leasing Permits. If the failure to lease will result in a hardship, the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a Hardship Leasing Permit. The Board of Directors shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (i) the nature, degree, and likely duration of the hardship, (ii) the harm, if any, which will result to the Regime if the permit is approved, (iii) the number of Hardship

Leasing Permits which have been issued to other Owners, (iv) the Owner's ability to cure the hardship, and (v) whether previous Hardship Leasing Permits have been issued to the Owner. A "hardship" as described herein shall include, but not be limited to the following situations: (A) an Owner must relocate his or her residence outside the greater Charleston metropolitan area and cannot, within six (6) months from the date that the Unit was placed on the market, sell the Unit except at a price below the current appraised market value, after having made reasonable efforts to do so; (B) where the Owner dies and the Unit is being administered by his or her estate, and (C) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit. Hardship Leasing Permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional Hardship Leasing Permits. Hardship Leasing Permits shall be automatically revoked if during the term of the permit, the Owner is approved for and receives a Leasing Permit.

(d) Leasing Provisions. Leasing which is authorized, pursuant to permit, hereunder shall be governed by the following provisions.

(i) Notice. At least thirty (30) days prior to entering into the lease of a Unit, the Owner, at its own expense, shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with the Master Deed and any rules and regulations adopted pursuant thereto.

(ii) General. Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form that is deemed acceptable. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide, at its own expense, the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Owner shall provide, at its own expense, the lessee copies of the Master Deed, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

(iii) Liability for Assessments, Use of Common Elements, and Compliance with Master Deed, Bylaws, and Rules and Regulations. Each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(A) Compliance with Master Deed, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Master Deed, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all Occupants of his or her Unit to comply with the Master Deed, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, or a person living with the lessee, violates the Master Deed, Bylaws, or a rule or regulation for which a fine is imposed, notice

of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with Article V of the Bylaws. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

Any violation of the Master Deed, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with South Carolina law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Master Deed, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including reasonable attorneys' fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Unit.

(B) Use of Common Elements. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements, including but not limited to, the use of any and all recreational facilities and other amenities.

(C) Liability for Assessments. When an Owner who is leasing his or her Unit fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Master Deed as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(e) Applicability of this Paragraph. Notwithstanding the above, this Paragraph shall not apply to any leasing transaction entered into by Declarant (regardless of whether said lease is entered into prior to or after the expiration of the Declarant Control Period), the Association, or the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage. Such parties shall be permitted to lease a Unit without first obtaining a permit in accordance with this Paragraph, and such Units shall not be considered as being leased in determining the maximum number of Units that may be leased in accordance with this Paragraph.

16 TRANSFER OR SALE OF UNITS

An Owner intending to make a transfer or sale of a Unit or any interest in a Unit shall give written notice to the Board of Directors of such intention within seven (7) days after execution of the purchase agreement (in the case of the purchase of a Unit) or transfer documents (in the case of the conveyance of a Unit without a purchase of said Unit). The Owner shall furnish to the Board as part of the notice (i) the name and address of the intended grantee, and (ii) such other information as the Board may reasonably require. In addition, the purchase agreement or transfer documents shall attach a copy of the Master Deed, Bylaws, all amendments to said Master Deed and Bylaws, and rules and regulations of the Association. This Paragraph shall not be construed to create a right of first refusal in the Association or in any third party.

In addition, a non-refundable contribution to the working capital fund of the Association shall be paid to the Association by the purchaser of a Unit at the closing of each sale or resale of a Unit in the amount of two (2) months of the general assessment charges to such Unit in accordance with Paragraph 10(i) hereof.

Within seven (7) days after receiving title to a Unit, the new Owner of the Unit shall give written notice to the Board of Directors of his or her ownership of the Unit. Upon failure of an Owner to give the required notice within the seven (7) day time period provided herein, the Board may levy fines against the Unit and the Owner thereof, and assess the Owner for all costs incurred by the Association in determining his or her identity.

17 MAINTENANCE RESPONSIBILITY

(a) By the Owner Each Owner shall have the obligation to maintain and keep in good repair the following: (i) all portions of his or her Unit, and (ii) all improvements made by the Owner to the Limited Common Elements assigned to the Unit, except for any portion of a Unit that is expressly made the maintenance responsibility of the Association as set forth in subparagraph (b) below. This maintenance responsibility shall include, but not limited, to the following: all glass surfaces (excluding exterior cleaning, with the exception of the glass surfaces located adjacent to a Limited Common Element balcony or porch), windows, window frames (except for periodic painting and/or staining of the exterior window frames), casings and locks (including the interior caulking of windows), all doors, doorways, door frames, and hardware that are part of the entry system of the Unit (except for periodic painting and/or staining of the exterior surfaces of the garage doors and entry doors and door frames facing the corridors of the buildings), all portions of the heating and air conditioning system, including the air conditioning compressor and the fan coil serving the Unit; any exterior lighting assigned as a Limited Common Element to the Unit, and all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit, whether located within or without a Unit's boundaries (including all electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the Unit).

In addition, each Owner shall have the responsibility:

(i) to keep in a neat, clean and sanitary condition any Limited Common Elements serving his or her Unit,

(ii) to perform his or her responsibilities in such manner so as not to unreasonably disturb other persons in other Units;

(iii) to promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible, and

(iv) to pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing, or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner, his or her family, tenants or guests, with the cost thereof to be added to and become part of the Owner's next chargeable assessment.

(b) By the Association. The Association shall maintain and keep in good repair as a Common Expense the "Area of Common Responsibility," which includes the following

(i) all Common Elements, including any Limited Common Elements (but excluding all exterior lighting assigned as a Limited Common Element to the Unit and all improvements made to Limited Common Elements), provided, however, the cost of maintenance and repair of Limited Common Elements may be assessed against the Owner to whom the Limited Common Element is assigned under Paragraph 8(b)(1),

(ii) periodic painting and/or staining of exterior surfaces of the buildings, exterior window frames, garage doors, and entry doors and door frames facing the corridors of the buildings, on a schedule to be determined by the Board of Directors,

(iii) periodic cleaning of exterior window surfaces on a schedule to be determined by the Board of Directors (excluding the glass surfaces located adjacent to a Limited Common Element balcony or porch);

(iv) any directional signs installed by Declarant or the Association on the "Permanent Easements" (as that term is defined in the Office Site I Easement);

(v) along with any other responsible parties as more particularly set forth in the Office Park Covenants, the "Permanent Easements" (as that term is defined in the Office Site II Easement),

(vi) that proportion of those certain detention ponds as set forth in the Storm Water Management Pond Maintenance Agreement, and

(vii) life-safety (including, but not limited to, interior sprinkler systems) and building systems

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements by an Owner or Occupant which is the responsibility of the Association hereunder (including, but not limited to landscaping of General Common Elements) shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair

The Association shall repair incidental damage to any Unit resulting from performance of work that is the responsibility of the Association. As finish levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready" Such repair and subsequent cleaning shall be performed based on a reasonableness standard. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such persons, firms or corporations of its choice, such duties as are approved by the Board of Directors

The Association shall not be liable for injury or damage to Person or property caused by the elements or by the Owner of any Unit, or any other Person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, except for injuries or damages arising after the Owner of a Unit has put the Association on notice of a specific leak or flow from any portion of the Common Elements and the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter. The Association shall not be liable to the Owner of any Unit or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Paragraph where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Master Deed, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

(c) Failure to Maintain If the Board of Directors determines that any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items of which he or she is responsible hereunder, then, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board of Directors.

Unless the Board of Directors determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided, then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be added to and become a part of the assessment to which such Owner is subject, shall become and be a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

If the Board determines that the need for maintenance or repair is in the Area of Common Responsibility and is caused through the willful or negligent act of any Owner, or Occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner or Occupant's Unit, shall become a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

(d) Measures Related to Insurance Coverage.

(i) The Board of Directors, upon resolution, shall have the authority to require all or any Owner(s) to do any act or perform any work involving portions of the Regime which are the maintenance responsibility of the Owner, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Regime, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to, requiring Owners to install and maintain smoke detectors, requiring Owners to certify that they have checked the batteries for their smoke detectors, requiring Owners to allow the Association to inspect the smoke

detectors and replace batteries if needed on a schedule to be determined by the Board of Directors, requiring Owners to make improvements to the Owner's Unit, and such other measures as the Board may reasonably require so long as the cost of such work does not exceed Three Hundred Dollars (\$300) per Unit in any twelve (12) month period

(ii) In addition to, and not in limitation of, any other rights the Association may have, if any Owner does not comply with any requirement made by the Board of Directors pursuant to subparagraph (d)(i) above, the Association, upon fifteen (15) days' written notice (during which period the Owner may perform the required act or work without further liability), may perform such required act or work at the Owner's sole cost. Such cost shall be an assessment and a lien against the Unit as provided herein. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to subparagraph (d)(i) of this Paragraph, including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit, except that access may be had at any time without notice in an emergency situation

(e) Mold and/or Mildew Mold and/or mildew can grow in any portion of the Regime that is exposed to elevated levels of moisture. The Association and each Owner agree to (i) regularly inspect the parts of the Regime that they respectively maintain, and which are visible and accessible without having to first remove building components or conduct invasive testing, for the existence of mold, mildew, and/or water intrusion (except when the water intrusion is part of the normal functioning of improvements and appliances such as showers, sinks, dishwashers, and other similar appliances and improvements) and/or water damage; (ii) upon discovery, immediately repair in a good and workmanlike condition the source of any water intrusion in the parts of the Regime that they respectively maintain, (iii) remediate or replace, in accordance with current industry accepted methods, any building material located in the parts of the Regime that they respectively maintain that has absorbed water or moisture as a result of water intrusion; and (iv) promptly and regularly remediate, in accordance with current industry accepted methods, all mold and/or mildew discovered in the parts of the Regime that they respectively maintain. In addition, except for routine housekeeping items and other *de minimis* matters, the Association agrees to notify the Owners, and each Owner agrees to notify the Association of the discovery of mold, mildew, and/or water intrusion and/or damage in the parts of the Regime that they respectively maintain. Each Owner further agrees not to block or cover any of the heating, ventilation or air-conditioning ducts located in the Unit.

Notwithstanding anything to the contrary herein, Declarant shall have no obligation to perform any invasive testing or inspections, maintenance or repairs in accordance with this subparagraph 17(e), and shall not be held liable for any loss or damage caused by the failure of the Association or an Owner to perform their obligations herein

(f) Inspection Obligations

(i) Contract for Services In addition to the Association's general maintenance obligations set forth in this Master Deed, the Association shall, at all times, contract with (subject to the limitations otherwise set forth in this Master Deed) or otherwise retain the services of independent, qualified, licensed individuals or entities to provide the Association with inspection services relative to the maintenance, repair and physical condition of the Regime

(ii) Inspection Responsibilities Declarant shall provide the Association with maintenance criteria, maintenance manuals, and warranty requirements for the building (collectively, the "Maintenance Manual"). The inspector(s) shall inspect component parts of the

building in accordance with the Maintenance Manual. The Association shall update the Maintenance Manual on a regular basis. The Association shall be responsible for meeting all requirements under such Maintenance Manual.

(iii) Schedule of Inspections. Such inspections shall take place at least annually or as recommended in the Maintenance Manual. The inspector(s) shall provide written reports of their inspections to the Association promptly following completion thereof. The written reports shall identify any items of maintenance or repair that either require current action by the Association or will need further review and analysis. The Board shall report the contents of such written reports to the members of the Association at the next meeting of the members following receipt of such written reports or as soon thereafter as reasonably practicable and shall include such written reports in the minutes of the Association. The Board shall promptly cause all matters identified as requiring attention to be maintained, repaired, or otherwise pursued in accordance with prudent business practices and the recommendations of the inspector(s), subject to the financial funding available to the Association through its capital reserve fund or by special assessment as set forth in subparagraph 10(e) hereof.

(iv) Notice to Declarant. For a period of ten (10) years after the conveyance of the last Unit in the Regime to an Owner other than Declarant, the Association shall, if requested by Declarant, deliver to the Declarant ten (10) days advance written notice of all such inspections (and an opportunity to be present during such inspection, personally or through an agent) and shall provide the Declarant (or its designee) with a copy of all written reports prepared by the inspectors.

(v) The provisions of this subparagraph 17(f) shall not apply during the Declarant Control Period.

(g) Inspection, Maintenance, Repair and Replacement of High-Risk Components. The Board may, from time to time, after notice to all Owners and an opportunity for members comment, determine that certain portions of the Units required to be maintained by the Owners, or certain objects or appliances within the Unit, pose a particular risk of damage to other Units and/or the Common Elements if they are not properly inspected, maintained, repaired or replaced. By way of example, but not limitation, these portions, objects or appliances might include smoke detectors and water heaters. Those items determined by the Board to pose such a particular risk are referred to herein as "High-Risk Components".

At the same time that it designates a High-Risk Component, or at a later time, the Board may require one (1) or more of the following with regard to the High-Risk Component:

(i) that it be inspected at specified intervals by a representative of the Association or by an inspector(s) designated by the Board;

(ii) that it be replaced or repaired at specified intervals, or with reference to manufacturers' warranties, whether or not the individual component is deteriorated or defective;

(iii) that it be replaced or repaired with items or components meeting particular standards or specifications established by the Board;

(iv) that when it is repaired or replaced, the installation include additional components or installments specified by the Board,

(v) that it be replaced or repaired by contractors having particular licenses, training or professional certification or by contractors approved by the Board, and

(vi) if the replacement or repair is completed by an Owner, that it be inspected by a person designated by the Board

The imposition of requirements by the Board in this provision shall not relieve an Owner of his or her obligations regarding High-Risk Components, including, but not limited to, the obligation to perform and pay for all maintenance, repairs and replacement thereof. If any Owner fails or refuses to maintain, repair or replace a High-Risk Component in accordance with the requirements established by the Board hereunder, the Association may, in addition to all other rights and powers granted to it pursuant to the Regime Instruments enter the Unit for the purpose of inspecting, repairing, maintaining, or replacing the High-Risk Component, as the case may be, and charge all costs of doing so back to the Owner as a specific assessments

18 MORTGAGEE'S RIGHTS.

(a) Unless at least two-thirds (2/3) of the first Mortgagees and Owners give their consent, the Association or the membership shall not

(i) by act or omission seek to abandon or terminate the Regime,

(ii) change the pro rata interest or obligations of any individual Unit for the purpose of (A) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (B) determining the pro rata share of ownership of each Unit in the Common Elements,

(iii) partition or subdivide any Unit in any manner inconsistent with the provisions of this Master Deed,

(iv) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements (the granting of easements or licenses, as authorized herein, shall not be deemed a transfer within the meaning of this clause), or

(v) use hazard insurance proceeds for losses to any portion of the Regime (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such portion of the Regime

The provisions of this subparagraph shall not be construed to reduce the percentage vote that must be obtained from Mortgagees or Owners where a larger percentage vote is otherwise required by the Act or the Regime Instruments for any of the actions contained in this Paragraph

(b) Where the Mortgagee holding a first Mortgage of record, a secondary purchase money Mortgage of record (provided that neither the grantee nor any successor grantee on the secondary purchase money Mortgage is the seller of the Unit) or other purchaser of a Unit obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable, nor shall the Unit be subject to a lien, for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, and its

successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

(c) Upon written request to the Association, identifying the name and address of the holder and the Unit number or address, any Eligible Mortgage Holder will be entitled to timely written notice of:

(i) any condemnation loss or any casualty loss which affects a material portion of the Regime or any Unit on which there is a first Mortgage held by such Eligible Mortgage Holder,

(ii) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Owner of any other obligation under the Regime Instruments which is not cured within sixty (60) days,

(iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, or

(iv) any proposed action that would require the written consent of a specified percentage of Eligible Mortgage Holders, as specified herein

(d) Upon written request to the Association, identifying the name and address of the holder and the Unit number or address, any Eligible Mortgage Holder, or insurer or guarantor of a first mortgage on a Unit, will be entitled to timely written notice of

(i) any proposed amendment of the Regime Instruments effecting a change in (a) the boundaries of any Unit or the exclusive easement rights appertaining thereto; (b) the interests in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto, (c) the number of votes in the Association appertaining to any Unit, or (d) the purposes to which any Unit or the Common Elements are restricted,

(ii) any proposed termination of the Regime,

(iii) any condemnation loss or any casualty loss which affects a material portion of the Regime or any Unit on which there is a first Mortgage held by such Eligible Mortgage Holder,

(iv) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Owner of any other obligation under the Regime Instruments which is not cured within sixty (60) days,

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

(vi) any proposed action that would require the written consent of a specified percentage of Eligible Mortgage Holders, as specified herein.

(e) Any holder of a first Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting

(f) Notwithstanding anything to the contrary herein contained, the provisions of Paragraphs 15 and 16 governing leasing and sales of Units, respectively, shall not apply to impair the right of any first Mortgagee to

- (i) foreclose or take title to a Unit pursuant to remedies contained in its Mortgage, or
- (ii) take a deed or assignment in lieu of foreclosure, or
- (iii) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee

(g) No Priority. No provision of this Master Deed or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the General Common Elements

(h) Notice to Association Upon request, each Owner shall be obligated to furnish to the Association the name and address of any Mortgagee encumbering such Owner's Unit

(i) Failure of Mortgagee to Respond Any Mortgagee who receives a written request from the Board to respond to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested

(j) Construction of this Paragraph Nothing contained in this Paragraph shall be construed to reduce the percentage vote that must otherwise be obtained under the Regime Instruments or South Carolina law for any of the actions set forth in this Paragraph

19 GENERAL PROVISIONS

(a) **SECURITY. THE ASSOCIATION OR DECLARANT MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS WHICH DIRECTLY OR INDIRECTLY IMPROVE SECURITY ON THE REGIME; HOWEVER, EACH OWNER, FOR HIMSELF OR HERSELF AND HIS OR HER TENANTS, GUESTS, LICENSEES, AND INVITEES, ACKNOWLEDGES AND AGREES THAT NEITHER THE ASSOCIATION NOR DECLARANT IS A PROVIDER OF SECURITY AND NEITHER PARTY SHALL HAVE A DUTY TO PROVIDE SECURITY ON THE REGIME. FURTHERMORE, THE ASSOCIATION DOES NOT GUARANTEE THAT NON-OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE REGIME AND COMMIT CRIMINAL ACTS ON THE REGIME NOR DOES THE ASSOCIATION GUARANTEE THAT CRIMINAL ACTS ON THE REGIME WILL NOT BE COMMITTED BY OTHER OWNERS OR OCCUPANTS. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER TO PROTECT HIS OR HER PERSON AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH OWNER. NEITHER DECLARANT NOR THE ASSOCIATION SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF MEASURES UNDERTAKEN.**

(b) Dispute Resolution. Prior to filing a lawsuit against Declarant, the Association, the Board, or any officer, director, or property manager of the Association, an Owner or Occupant must request and attend a hearing with the Board of Directors Any such request shall be in writing and shall be personally

delivered to Declarant, any member of the Board of Directors or the property manager, if any, of the Association. The Owner or Occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the Person requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) or more than twenty-one (21) days from the date of receipt of the request.

(c) Parking Spaces, Garages, Vehicles and Storage Areas Neither Declarant nor the Association shall be held liable for any loss or damage arising from theft, vandalism, malicious mischief, or any loss or damage to any property placed or kept in any parking space, garage or storage area in the Regime. Each Owner or Occupant with use of a parking space, garage, or storage area who places or keeps a vehicle and/or any personal property in the vehicle, parking space, garage or storage area does so at his or her own risk.

(d) Unit Keys At the request of the Association, each Owner, by acceptance of a deed to a Unit, agrees to provide the Association with a key to the Unit (and the security alarm code, if any) to be used by the Association for maintenance, emergency, or life-safety purposes as provided in subparagraph 9(a) of this Master Deed (and for pest control, if necessary, as provided in subparagraph 21(e) of this Master Deed). The Declarant, the Association, and their respective agents shall not be liable for any loss or damage due to its holding such key, or use of such key for the purposes described above and each Owner shall indemnify and hold harmless Declarant, the Association and its officers and directors against any and all expenses, including reasonable attorneys' fees actually incurred by or imposed upon Declarant, the Association or its officers or directors in connection with any action, suit, or other proceeding (including settlement of any such action, suit or proceeding) brought by the Owner or the Owner's family, tenants, guests, employees, invitees, or licensees against Declarant, the Association, its officers or directors arising out of or relating to its holding or use of such key for the purposes described above.

(e) Successor Declarants. Any successor to Declarant shall not be responsible or subject to liability by operation of law or through the purchase of Declarant's interest in the Regime or any portion thereof at foreclosure or otherwise for any act, omission, or matter occurring or arising from any act, omission, or matter occurring prior to the time the successor succeeded to the interest of Declarant.

(f) Disclosures Each Owner and Occupant acknowledges and understands the following:

(i) The Regime is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved and/or widened in the future.

(ii) The views and natural light available to a Unit may change over time due to, among other circumstances, additional development and the removal or addition of landscaping.

(iii) The views from a Unit may vary depending upon the Unit's elevation and location within the building.

(iv) No representations are made regarding the zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future.

(v) No representations are made regarding the development potential of property located adjacent to the Regime.

(vi) No representations are made regarding the schools that currently or may in the future serve the Regime

(vii) Since in every community, there are conditions that different people may find objectionable, it is acknowledged that there may be conditions outside of the Regime that an Owner or Occupant finds objectionable and that it shall be the sole responsibility of the Owners and Occupants to become acquainted with neighborhood conditions that could affect the Unit.

(viii) Plumbing and concrete, tile and hardwood surfaces within a Unit may transmit noise, and such noise shall not constitute a use of a Unit that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and/or Occupant.

(ix) No representations are made that the Unit is or will be soundproof or that sound may not be transmitted from one Unit to another or from the Common Elements (including, but not limited to, any amenity areas) to a Unit. Sound transmissions between Units are inherent in multi-family construction and are not a warrantable condition.

(x) The Plans and the dimensions and square footage calculations shown thereon are only approximations. Any Owner that is concerned about any representations regarding the floor plans should do his/her own investigation as to the dimensions, measurements and square footage of his/her Unit.

(xi) Declarant's agents will be constructing portions of the Regime and engaging in other construction activities related to the construction of Common Elements. Such construction activities may, from time to time, produce certain conditions on the Regime, including, without limitation (A) noise or sound that is objectionable because of its volume, duration, frequency or shrillness, (B) smoke, (C) noxious, toxic, or corrosive fumes or gases, (D) obnoxious odors, (E) dust, dirt or flying ash, (F) unusual fire or explosion hazards; (G) temporary interruption of utilities, and/or (H) other conditions that may threaten the security of Persons on the Regime. Notwithstanding the foregoing, all Owners and Occupants agree that such conditions on the Regime resulting from construction activities shall not be deemed a nuisance and shall not cause Declarant and its agents to be deemed in violation of any provision of the Declaration.

(xii) Concrete surfaces in the Regime are subject to cracking.

(xiii) The Unit may trap humidity created by general use and occupation of such space (cooking, bathing, laundering etc.) As a result, condensation may appear on the interior portion of windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows and glass. If left unattended and not properly maintained by Owners and Occupants, the condensation may increase resulting in staining, damage to surrounding seals, caulk, paint, wood work and sheetrock, and potentially, mildew and/or mold (see subparagraph 17(e) hereof)

(xiv) Portions of the Regime may not be landscaped and may be allowed to return to their natural state.

(xv) Declarant shall not be responsible for responding to or taking any affirmative action on behalf of the Association or an individual member of the Association to mitigate, alleviate, remedy or cure any off-site conditions that may directly impact the Regime or any portion thereof, and such inaction by Declarant shall not constitute a breach of fiduciary duty by

the directors and officers of the Association that are appointed by the Declarant during the Declarant Control Period.

(xvi) While the drainage system for surface water runoff on the Regime will be constructed in accordance with applicable governmental standards, the Regime may still be subject to erosion and/or flooding during unusually intense or prolonged periods of rain.

(xvii) Declarant reserves the right to obtain and use photography of the Regime (excluding the interior of a Unit) for publication and advertising purposes

(xviii) Declarant reserves the right to change the Regime name and the street names and addresses in the Regime

(xix) The performance and methods and practices of operating heating and cooling systems can be directly affected by the orientation and location of a room or Unit in relation to the sun. Declarant shall, therefore, have no obligation other than to install a heating and cooling system at the Unit which has been sized and designed based on industry standards for the type and size of unit to be constructed and which functions in accordance with industry standards

(xx) The cost of upgrades to a Unit may not necessarily result in a commensurate increase in the value of the Unit

(xxi) No representations are made that any room, wall, ceiling or floor in any dwelling on the Unit or any pipes located therein will be soundproof

(xxii) No representations are made that the systems in the Unit including, by way of example only, heating and air conditioning and electrical systems will operate or perform at a level or standard greater than the minimum specifications of the manufacturer

(xxiii) Since trees and landscaping existing on the Regime prior to the commencement of construction thereon may be adversely affected or even killed by construction activities, Declarant shall have no responsibility for the same

(xxiv) Light may emit from the parking areas located on the Regime as well as those located on adjacent properties

(xxv) Exhaust vents and louvers for venting from bathrooms, kitchens and laundry rooms are located on or near balconies, and noise, odors and grime may be emitted from such areas

(xxvi) The Regime is located within a retail center. No representations are made as to the noise levels that may be generated by such uses, or the hours of operation of such uses

(xxvii) The Regime is subject to the Office Site I Easement and the Apartment Site Easement, which grant the right to other parties to use certain roadways which may be located within the property boundaries of the Regime

(g) Services During Declarant Control. Each Owner acknowledges that Declarant and its affiliates may provide services utilized by communities such as this Regime including, but not limited to,

management services Each Owner consents and agrees that the Association may enter into service contracts with Declarant and its affiliates.

(h) Right of Action All Owners hereby acknowledge and agree that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Owners which is based on any alleged defect in any Unit or the Common Elements, or any damage allegedly sustained by any Owner by reason thereof, but rather, that all such actions shall be instituted by the Person(s) owning such Units or served by such Common Elements or allegedly sustaining such damage Notwithstanding the above, once the Declarant Control Period has expired, the Association's Board of Directors may negotiate the resolution of any alleged defect(s) in the Common Elements and Area of Common Responsibility on behalf of the Owners and shall have the right and authority to settle and release on behalf of any and all of the Owners claims, causes of action, damages and suits involving the same. Any such settlement and release shall bind all Owners and their successors and assigns. As set forth in Paragraph 22 hereof, no amendment to this Master Deed shall (i) modify, alter, or delete any provision of this Master Deed that benefits the Declarant or any rights, privileges, easements, protections, or defenses of the Declarant; or (ii) alter the rights of the Owners or the Association in relationship to the Declarant, without the written consent of the Declarant attached to and recorded with such amendment.

(i) Limited Warranty on Common Elements For a period of one (1) year from the date of issuance of the certificate of occupancy by the appropriate governmental body for the Regime, Declarant or its contractor will, at not cost to the Association or any unit owner, repair or replace (at their sole option) defects in the structural elements of any portion of the General Common Elements and Limited Common Elements, except fixtures, furniture, accessories, and appliances covered by a warranty of manufacturers and dealers The liability of Declarant is expressly limited to such repairs or replacement and Declarant makes no other warranties expressed or implied, (including, but not limited to, no warranty of habitability nor fitness for purpose) other than the express warranty of title contained herein.

(j) Right of First Refusal to Repurchase The various purchase agreements pertaining to each of the Units entered into by and between Declarant and the first Owners of the Units other than Declarant shall provide, and the special warranty deeds which will convey title to such Owners shall provide that neither the Owners nor any successor-in-title may transfer or convey any interest in the Unit to any third party without giving Declarant a right of first refusal to repurchase the Unit upon the terms and conditions set forth below (hereinafter referred to as "Declarant's Right of First Refusal")

(i) Notice If Owner or any authorized successor-in-title to Owner desires to transfer title to the Unit under circumstances triggering Declarant's Right of First Refusal hereunder, the party proposing to transfer title shall deliver to Declarant written notice of such intent together with a copy of the contract for the sale of the Unit to a third party ("Third Party"). The Unit shall be offered for sale to Declarant at the "Total Purchase Price" set forth in the purchase agreement between Declarant and the first Owner for the Unit Any such transfer of title without notice to Declarant as required hereunder, and, if applicable, waiver of Declarant's Right of First Refusal shall be null and void Declarant shall have ten (10) business days after receipt of notice and the contract of sale with the Third Party to exercise Declarant's Right of First Refusal The special warranty deeds from Declarant to Owner shall provide that if Declarant fails to make election, or fails to waive its rights within such prescribed ten (10) business day period, Declarant's Right of First Refusal shall be deemed waived Thereafter, Owner shall have the right to sell the Unit to Third Party subject, however, to all covenants and limitations herein contained In the event that Declarant elects not to exercise Declarant's Right of First Refusal and such sale is not consummated, the terms and limitations of this subparagraph shall again be imposed upon any sale made by Owner

(ii) Exercise If Declarant elects to exercise Declarant's Right of First Refusal, it shall do so by delivering written notice of election to the party proposing the transfer within ten (10) business days of receipt of the proposed contract of sale with the Third Party and written notice of the proposed transfer. Closing shall occur within forty-five (45) days after the date of receipt of Declarant's notice of its exercise of Declarant's Right of First Refusal (the exact date, time, and location of closing of the repurchase to be selected by Declarant). Reconveyance of the Unit to Declarant shall be by special warranty deed (subject to the same exceptions to title set forth in the deed of conveyance to Owner and subject to standard and customary easements that do not hinder the use or development and/or construction of improvements upon the Unit or any portion thereof). On or before closing, the Owner of the Unit shall be required to pay any and all outstanding assessments or other charges due and owing under the Office Park Covenants and this Master Deed and shall cure or cause to be cured all title defects or title exceptions not existing at the time Owner acquired the Unit from Declarant. If the title proposed to be reconveyed to Declarant is subject to any defect not permitted in this subparagraph, Declarant, in addition to all other rights and remedies which it may have at law or in equity, may remove such defect and deduct all costs and expenses incurred by Declarant (including, but not limited to, reasonable attorneys' fees) from the amount of the repurchase price otherwise payable as provided in this subparagraph. Upon reconveyance, Declarant shall pay to the Owner of the Unit the repurchase price in funds immediately available in the Charleston County, South Carolina area. Ad valorem taxes and assessments shall be prorated as of 12.01 a m on the date of such reconveyance

(iii) Failure to Exercise The failure of Declarant to exercise Declarant's Right of First Refusal provided in this subparagraph against Owner or any other party shall not constitute a waiver of such Declarant's right against Owner or any other party with respect to future transfers

(iv) Termination of Declarant's Right of First Refusal Declarant's Right of First Refusal shall expire on the earlier of the following events: (a) the date on which a final certificate of occupancy is issued on the last completed building on the Regime; or (b) the date on which Declarant executes a binding, non-contingent purchase agreement for the last of all units constructed on the Regime. Upon the occurrence of the earlier of the two (2) previously stated events, Declarant's Right of First Refusal shall automatically terminate and be of no further force or effect

(v) Exclusions Declarant's Right of First Refusal shall not apply to a transfer of the Unit by Owner to a leasehold tenant, the spouse of Owner, a person who is a direct lineal descendent of Owner, a trust whose beneficiaries are solely the spouse and direct lineal descendents of Owner, an entity which Owner owns, directly or indirectly, not less than fifty-one percent (51%) of such entity, an entity in which owns, directly or indirectly, not less than fifty-one percent (51%) of Owner, a Person acquiring title pursuant to a foreclosure sale, or a Person acquiring title by means of sale in lieu of foreclosure. Owner shall give Declarant at least ten (10) calendar days notice prior to any of the transfers detailed within this subparagraph together with sufficient documentation to establish that the transfer is one of these transactions.

(vi) Mortgage Subordination. The deed of conveyance transferring title of a Unit to Owner shall provide that Declarant's Right of First Refusal is subordinate to any recorded mortgage made in good faith for value securing a bona fide Mortgage on the Unit

(k) Supremacy of the Office Park Covenants, Apartment Site Easement, Office Site I Easement, Office Site II Easement, and the Storm Water Management Pond Maintenance Agreement. Each Owner, by acceptance of deed to a Unit, acknowledges that, in addition to being subject to and bound by the Regime Instruments, he or she is subject to the Office Park Covenants, Apartment Site Easement, Office Site I Easement, Office Site II Easement, and the Storm Water Management Pond Maintenance Agreement. In addition to all of the rights and obligations which have been conferred or imposed upon the Association pursuant to this Master Deed, the Bylaws, or the Articles of Incorporation, the Association shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon it pursuant to the Office Park Covenants, Apartment Site Easement, Office Site I Easement, Office Site II Easement, and the Storm Water Management Pond Maintenance Agreement. The Association and all committees of the Association shall also be subject to all superior rights and powers, which have been conferred pursuant to the Office Park Covenants, Apartment Site Easement, Office Site I Easement, Office Site II Easement, and the Storm Water Management Pond Maintenance Agreement. The Association shall take no action in derogation of the rights of or contrary to the interest of the Office Park Covenants, Apartment Site Easement, Office Site I Easement, Office Site II Easement, and the Storm Water Management Pond Maintenance Agreement. In the event of conflict between the provisions of the Office Park Covenants, Apartment Site Easement, Office Site I Easement, Office Site II Easement, and the Storm Water Management Pond Maintenance Agreement in comparison to this Master Deed, the Office Park Covenants, Apartment Site Easement, Office Site I Easement, Office Site II Easement, and the Storm Water Management Pond Maintenance Agreement shall control

20 EMINENT DOMAIN

(a) General Whenever all or any part of the Regime shall be taken by any authority having the power of condemnation or eminent domain, each Owner shall appoint the Association, as attorney-in-fact for the Owners, to represent such Owners in any related proceedings, negotiations, settlements, or agreements. The award made for such taking shall be payable to the Association, for the benefit of the Owners and Mortgagees, and shall be disbursed by the Association as hereinafter provided in this Paragraph 20

(b) Common Elements If any portion of the Common Elements on which improvements, excluding Units, shall have been constructed is taken by eminent domain, and if at least two-thirds (2/3) of the Total Association Vote consent to replace such Common Elements on the remaining portions of the Regime and according to plans therefore to be approved by the Association, then the Board of Directors shall arrange for such replacement and the Association shall disburse the award in the same manner as they are required to disburse insurance proceeds where damage or destruction to the Regime is to be repaired or reconstructed, in accordance with Paragraph 13 above. If the Association does not consent as provided above, the award shall be allocated by the Association to the Owners in proportion to their respective undivided interest in the Common Elements; provided, however, that the portion of the award attributable to the taking of any permanently assigned Limited Common Element shall be allocated to the Owner to which that Limited Common Element was so assigned at the time of the taking. If any Limited Common Element was permanently assigned to more than one Unit at the time of the taking, the portion of the award attributable to the taking thereof shall be allocated in equal shares to the Owners to which it was so assigned

(c) Units If all or any portion of a Unit is taken by eminent domain, the interest of all remaining Owners in the Common Elements shall be reallocated by taking as a basis the value of the individual Units in relation to the Regime as a whole, and such revised interests shall be reflected in an amendment to Exhibit "B" of this Master Deed. The Association shall disburse to the Owners affected by such condemnation, the share of the award attributable to each Unit (in accordance with such Unit's interest

in the Common Elements as set forth on Exhibit "B"), as well as each Unit's undivided interest in the Common Elements

21 EASEMENTS

(a) Use and Enjoyment. Each Owner and Occupant shall have a right and a non-exclusive easement of use and enjoyment in and to the General Common Elements (including the right of access, ingress and egress to and from his or her Unit over those portions of the Regime designated for such purpose), and such non-exclusive easement shall be appurtenant to and shall pass with the title to such Unit, subject to (i) the rights of the Owners to the exclusive use of the Limited Common Elements assigned to their respective Units, (ii) to the right of the Association to control the use and enjoyment of the General Common Elements as provided by the terms of this Master Deed including, but not limited to, the right of the Association to suspend voting and use privileges as provided herein, and (iii) the right of the Association to have access to the Units and Limited Common Elements assigned to a Unit to discharge its rights and obligations, under the Regime Instruments, including without limitation, the maintenance responsibility of the Association

(b) Support Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with a non-exclusive easement of support for the benefit of such abutting Unit

(c) Encroachments The Units and Common Elements shall be subject to non-exclusive easements of encroachment to the extent that any Unit or Common Element encroaches on any other Unit or Common Element, whether by reason of any deviation from the Survey or Plans in the construction, renovation, restoration, or repair of any improvement or by reason of the settling or shifting of any land or improvement

(d) Utilities. To the extent that the sprinkler system or any utility line, pipe, wire, or conduit serving any Unit, Units or the Common Elements shall lie wholly or partially within the boundaries of another Unit or the Common Elements, such other Unit, Units, or the Common Elements shall be burdened with a non-exclusive easement for the use, maintenance, repair and replacement of such sprinkler system, utility line, pipe, wire or conduit, such non-exclusive easement to be in favor of the Unit, Units, or Common Elements served by the same and the Association. It shall be the obligation of the benefited Owner to maintain, replace and repair any pipe, line, conduit, duct or wire owned by such Owner, even if such pipe, line conduit, duct or wire is located within the boundaries of a Unit of another Owner. In such circumstance, the benefited Owner shall repair all incidental damage to any Unit resulting from performance of any such work. All Owners hereby covenant and agree that as finish levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready". Components that may require repair or replacement, such as tile and trim, will be reinstalled only to the extent of readily available materials or similar materials (trim and such will also be finished to "paint-ready"). Due to the uncontrollability of quality of repair, items such as faux paint treatment, wallpaper, ceiling/wall appliqué, and any other similar types of finishes, will not be the responsibility of the benefited Owner

(e) Pest Control The Association may but shall not be obligated to dispense chemicals for the extermination of insects and pests within the Units and Common Elements. In the event the Association chooses to provide such pest control, the Association and its duly authorized contractors, representatives, and agents shall have an easement to enter Units for the purpose of dispensing chemicals for the exterminating of insects and pests within the Units and Common Elements. Owners shall either provide a key to the Unit for purpose of such entry or have someone available at such times as are designated by the

Board of Directors to allow entry into the Unit for this purpose. The Association shall not be liable for any illness, damage, or injury caused by the dispensing of these chemicals for this purpose

(f) Community Bulletin Board. As part of the General Common Elements maintained by the Association, Declarant and/or the Board shall have the right, but not the obligation, to erect on the Regime a bulletin board primarily for the use of Owners in advertising their Units for sale. For so long as the Association desires to maintain this bulletin board, each Owner and his licensed real estate broker and agent may use the Regime for access, ingress and egress to and from this bulletin board, provided, however, the use of the bulletin board shall be subject to such reasonable nondiscriminatory rules and regulations as may be adopted or promulgated by the Board regulating the size and duration of such advertisements. Declarant or Board may terminate use of this bulletin board entirely at any time, and no property rights of any kind are created hereby.

(g) Declarant's Easements

(i) Marketing and Sales. For so long as Declarant owns any Unit primarily for the purpose of sale, Declarant and its duly authorized contractors, subcontractors, representatives, agents, associates, employees, tenants and successors and assigns shall have: (A) a non-exclusive easement for access and ingress to, egress from and use of the General Common Elements for the placement and maintenance of signs, banners, balloons, decorations, marketing materials and tables, a sales office, a leasing office, a business office, promotional facilities and model Units on any portion of the Regime, together with such other facilities as in the opinion of Declarant may be reasonably required, convenient or incidental to the completion, renovation, improvement, development, sale or lease of any Unit, or any portion thereof, and (B) a non-exclusive easement to use and enjoy the General Common Elements for special events, promotional activities and grand opening celebrations. In connection with the hosting of special events, promotional activities and grand opening celebrations in the General Common Elements, Declarant shall be permitted to have live entertainment, and any noise created therefrom shall not be deemed a nuisance and shall not cause Declarant and its representatives, agents, associates, employees, tenants and guests to be deemed in violation of any provision of this Master Deed.

Additionally, Declarant and its duly authorized contractors, subcontractors, representatives, agents, associates, employees, tenants and successors and assigns, shall have an exclusive easement for any and all purposes it deems appropriate over, on and through Declarant's Easement Area so long as Declarant, or any successor Declarant, owns any Unit for the purpose of sale or lease.

(ii) Inspection. Declarant hereby reserves a perpetual, non-exclusive easement for the purpose of access for ingress and egress over the Regime, including the Units, the Common Elements, and Limited Common Elements, to inspect, examine, survey, photograph, and perform such tests, inspections, studies or other evaluations of the Regime as Declarant and its agents, employees or contractors, or others may deem necessary in conjunction with Declarant's review of construction conditions on the Regime. The foregoing easement shall expire upon the occurrence of the later of the following events: (A) the date upon which the Declarant no longer owns any Unit; or (B) ten (10) years after the date on which this Master Deed is recorded in the Office of the Register of Mesne Conveyances, Charleston County, South Carolina. To the extent that damage is inflicted on the General Common Elements, Limited Common Elements, or on any Unit through which access is taken, the Declarant, whether by itself or through agents, employees, contractors, or others, shall be liable for the prompt repair thereof.

22 AMENDMENTS

Except where a higher vote is required for action under any other provision of this Master Deed or by the Act, in which case such higher vote shall be necessary to amend such provision, this Master Deed may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding two-thirds (2/3) of the Total Association Vote. Moreover, no amendment to this Master Deed shall modify, alter, or delete any (a) provision of this Master Deed that benefits Declarant; (b) rights, privileges, easements, protections, or defenses of Declarant, or (c) rights of the Owners or the Association in relationship to Declarant, without the written consent of Declarant attached to and recorded with such amendment, until the later of the following: (i) the date upon which Declarant no longer owns any Unit; or (ii) ten (10) years after the date on which this Master Deed is recorded in the Office of the Register of Mesne Conveyances for Charleston County, South Carolina, whichever period of time is longer.

Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the president and secretary of the Association and recorded in the Office of the Register of Mesne Conveyances for Charleston County, South Carolina.

In addition to the above, material amendments to this Master Deed must be approved by Eligible Mortgage Holders who represent at least fifty-one percent (51%) of the votes of Units that are subject to Mortgages held by Eligible Mortgage Holders. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested. Material amendments are those that establish, provide for, govern or regulate any of the following:

- (A) Voting;
- (B) Assessments, assessment liens or subordination of such liens,
- (C) Reserves for maintenance, repair and replacement of the Common Elements;
- (D) Insurance or fidelity bonds,
- (E) Rights to use of the Common Elements,
- (F) Responsibility for maintenance and repair of the Regime;
- (G) Expansion or contraction of the Regime or the addition, annexation or withdrawal of property to or from the Regime,
- (H) Boundaries of any Unit,
- (I) The interests in the Common Elements or Limited Common Elements;
- (J) Convertibility of Units into Common Elements or of Common Elements into Units;
- (K) Leasing of Units;

(L) Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his or her Unit in the Regime,

(M) Establishment of self-management by the Association where professional management has been required by any of the agencies or corporations set forth below,

(N) Amendment of any provisions that are for the express benefit of Eligible Mortgage holders or insurers or guarantors of first mortgages on Units in the Regime; and

(O) Restoration or repair of the Regime (after damage or partial condemnation) in a manner other than that specified in the Regime Instruments)

Notwithstanding the foregoing, Declarant or the Board of Directors, without the necessity of a vote from the Owners, may unilaterally amend this Master Deed to (a) correct any scrivener's errors; (b) bring any provision of this Master Deed into compliance with any applicable governmental statute, rule, regulation, judicial determination rules and regulations of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA") pursuant to federal law that shall be in conflict therewith; and (c) enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Regime.

Any action to challenge the validity of an amendment adopted under this Paragraph must be brought within one (1) year of the effective date of such amendment. No action to challenge such amendment may be brought after such time.

23 SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provision(s), which shall remain in full force and effect.

24 DECLARANT RIGHTS

Notwithstanding anything to the contrary herein, and in addition to Declarant's right to appoint and remove officers and directors under Article III, Part A, Section 2 of the Bylaws and other rights set forth herein, Declarant shall have the right, as long as Declarant owns at least one (1) Unit, to conduct such sales, marketing, leasing, administrative and other activities at the Regime as Declarant deems appropriate for the sale, marketing or leasing of any Unit and Declarant shall have a non-exclusive easement right across the Common Elements to erect signs, banners, balloons and other decorations and to conduct such other sales, marketing and leasing activities as provided herein. The expiration of the Declarant Control Period shall not terminate or alter the status of the above-referenced entity and its respective successors and assigns as Declarant hereunder or divest Declarant of other rights specifically reserved to Declarant herein.

[SIGNATURES ON FOLLOWING PAGE]

BK K 608PG266

IN WITNESS WHEREOF, Declarant has executed this Master Deed under seal this 11th day of December, 2006

DECLARANT: BELLE HALL DIRECT 101 LIMITED PARTNERSHIP, a Texas limited partnership

By: CS 101 Bell Hall Limited Partnership, a Texas limited partnership, its General Partner

By: TCR RLD Condominiums, Inc., a Texas corporation, its General Partner

By: [Signature]
Name: ROBERT L. MORGAN
Title: VICE PRESIDENT

(CORPORATE SEAL)

Signed, sealed, and delivered this 11th day of December, 2006 in the presence of

[Signature]
Witness #1

[Signature]
Witness #2

STATE OF South Carolina)
COUNTY OF Berkelley)

ACKNOWLEDGEMENT

I, a Notary Public in and for the County and State aforesaid, certify that Robert Morgan Vice President of TCR RLD Condominiums, Inc., General Partner of CS 101 Belle Hall Limited Partnership, General Partner of Belle Hall Direct 101 Limited Partnership personally appeared before me this day and acknowledged the execution of the foregoing Master Deed on behalf of Belle Hall Direct 101 Limited Partnership.

WITNESS my hand and official stamp or seal this 11th day of Dec, 2006

[Signature]
NOTARY PUBLIC for South Carolina
My commission Expires 4-27-10

BK K 608PG267

EXHIBIT "A"

Description of Submitted Property

All that piece, parcel or tract of land, situate, lying and being in the Town of Mount Pleasant, Charleston County, South Carolina, designated as "Parcel C, 4 88 Acres" as shown on a plat entitled: "Plat Showing the Subdivision of Area "U" into Parcels "A", "B" and "C" Located at Long Point Road & Mark Clark Expressway, Town of Mt Pleasant, Charleston County, South Carolina," prepared by A H Schwacke, III, R L S of A H Schwacke & Associates, Inc , dated March 22, 2001, revised June 15, 2001 and recorded on July 30, 2001 in Book EE, Page 978 in the RMC Office for Charleston County

TOGETHER with those rights provided by that certain Transferable Easement-Ingress Egress (Office Site I) by and between Belle Hall Land Investment, LLC and Belle-Hall Limited Partnership, dated December 1, 2000, and recorded December 7, 2000, in Book Z-359, page 071 in the RMC Office for Charleston County. X

**Undivided Percentage Interest in the Common Elements
and Liabilities for Common Expenses**

Page 1

Unit Number	Value of Unit*	Ownership Percentage
Building 1, Unit 101	\$ 274,900	1.447%
Building 1, Unit 102	\$ 219,900	1.158%
Building 1, Unit 103	\$ 259,900	1.368%
Building 1, Unit 104	\$ 259,900	1.368%
Building 1, Unit 105	\$ 219,900	1.158%
Building 1, Unit 106	\$ 274,900	1.447%
Building 1, Unit 201	\$ 369,900	1.948%
Building 1, Unit 202	\$ 324,900	1.711%
Building 1, Unit 203	\$ 359,900	1.894%
Building 1, Unit 204	\$ 359,900	1.894%
Building 1, Unit 205	\$ 324,900	1.711%
Building 1, Unit 206	\$ 369,900	1.948%
Building 1, Unit 301	\$ 379,900	1.995%
Building 1, Unit 302	\$ 334,900	1.763%
Building 1, Unit 303	\$ 369,900	1.948%
Building 1, Unit 304	\$ 369,900	1.948%
Building 1, Unit 305	\$ 334,900	1.763%
Building 1, Unit 306	\$ 379,900	1.995%
Building 2, Unit 101	\$ 259,900	1.368%
Building 2, Unit 102	\$ 219,900	1.158%
Building 2, Unit 103	\$ 244,900	1.289%
Building 2, Unit 104	\$ 244,900	1.289%
Building 2, Unit 105	\$ 249,900	1.316%
Building 2, Unit 106	\$ 219,900	1.158%
Building 2, Unit 201	\$ 369,900	1.948%
Building 2, Unit 202	\$ 324,900	1.711%
Building 2, Unit 203	\$ 359,900	1.894%
Building 2, Unit 204	\$ 359,900	1.894%
Building 2, Unit 205	\$ 359,900	1.894%
Building 2, Unit 206	\$ 339,900	1.790%
Building 2, Unit 301	\$ 379,900	1.995%
Building 2, Unit 302	\$ 334,900	1.763%
Building 2, Unit 303	\$ 369,900	1.948%
Building 2, Unit 304	\$ 369,900	1.948%
Building 2, Unit 305	\$ 379,900	1.995%
Building 3, Unit 101	\$ 259,900	1.368%
Building 3, Unit 102	\$ 244,900	1.289%
Building 3, Unit 103	\$ 274,900	1.447%
Building 3, Unit 201	\$ 364,900	1.921%
Building 3, Unit 202	\$ 354,900	1.869%
Building 3, Unit 203	\$ 369,900	1.948%
Building 3, Unit 301	\$ 374,900	1.974%
Building 3, Unit 302	\$ 364,900	1.921%
Building 3, Unit 303	\$ 379,900	1.995%
Building 4, Unit 101	\$ 264,900	1.395%

EXHIBIT "B"**Undivided Percentage Interest in the Common Elements
and Liabilities for Common Expenses**Page 2

Unit Number	Value of Unit*	Ownership Percentage
Building 4, Unit 102	\$ 249,900	1.316%
Building 4, Unit 103	\$ 249,900	1.316%
Building 4, Unit 104	\$ 219,900	1.158%
Building 4, Unit 105	\$ 259,900	1.368%
Building 4, Unit 201	\$ 374,900	1.974%
Building 4, Unit 202	\$ 354,900	1.869%
Building 4, Unit 203	\$ 354,900	1.869%
Building 4, Unit 204	\$ 314,900	1.658%
Building 4, Unit 205	\$ 369,900	1.948%
Building 4, Unit 301	\$ 384,900	2.027%
Building 4, Unit 302	\$ 364,900	1.921%
Building 4, Unit 303	\$ 364,900	1.921%
Building 4, Unit 304	\$ 324,900	1.711%
Building 4, Unit 305	\$ 379,900	1.995%
TOTAL		100.000%

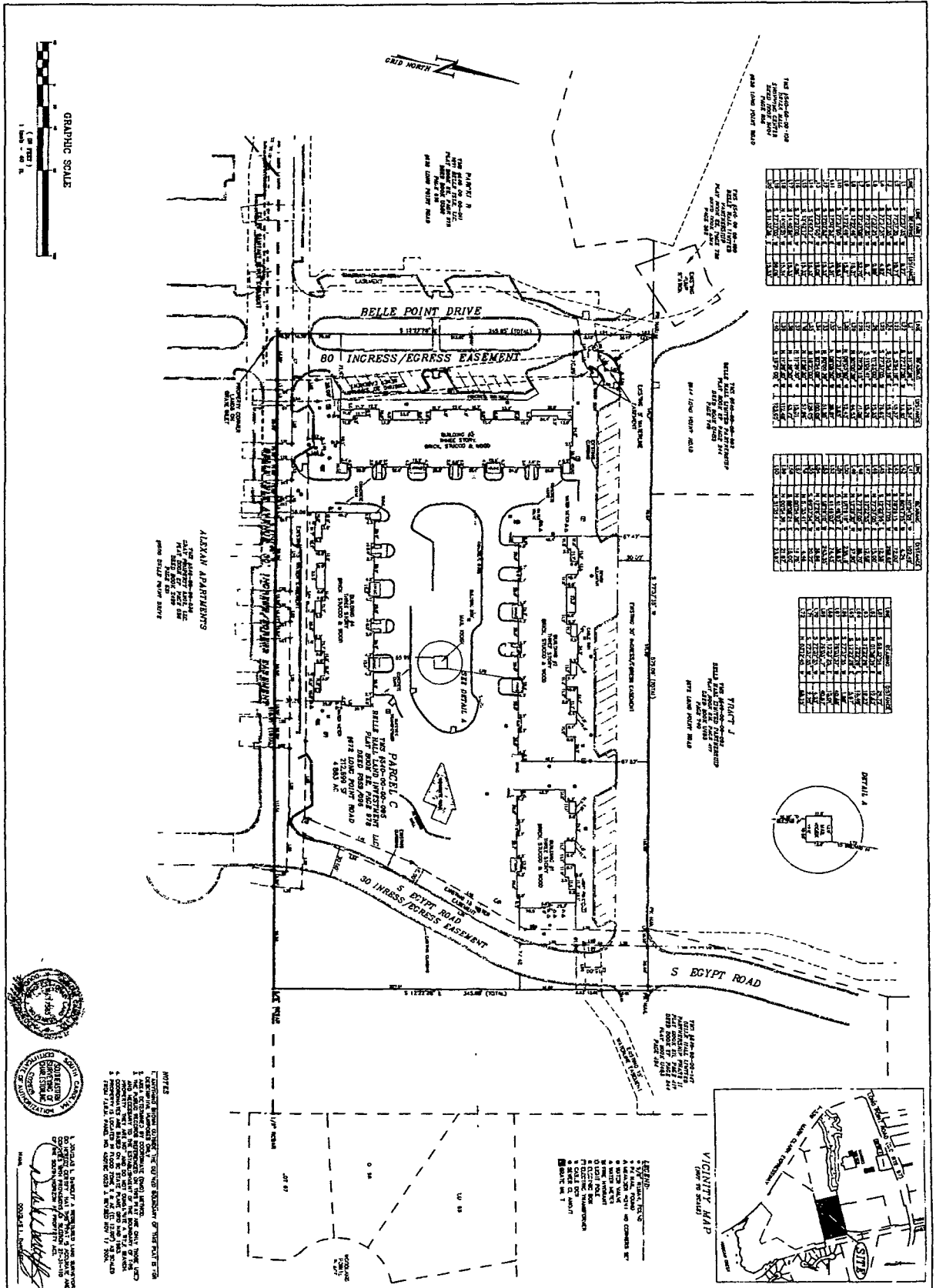
*THE ASSIGNED VALUATIONS GIVEN TO EACH OF THE UNITS LISTED IN THIS EXHIBIT ARE FOR THE SOLE PURPOSE OF CALCULATING THE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND LIABILITIES FOR COMMON EXPENSES OF EACH UNIT IN ACCORDANCE WITH THE SOUTH CAROLINA HORIZONTAL PROPERTY ACT, AND ARE NOT INTENDED TO, AND DO NOT, CORRELATE OR IN ANY WAY RELATE TO THE ACTUAL VALUE OF THE UNIT OR THE PURCHASE PRICE FOR THE UNIT. DECLARANT MAKES NO REPRESENTATIONS HEREIN OR OTHERWISE AS TO THE ACTUAL VALUE OF ANY UNIT.

EXHIBIT "C"

Survey

[ATTACHED]

BK K 608PG270



DATE	1/28/08
DRAWN BY	DAVID L. BERRY
CHECKED BY	DAVID L. BERRY
DATE	02/03/08
DATE	02/03/08
SHEET	1 OF 1

A PLOT PLAN
EXHIBIT "C" TO MASTER DEED
OF ONE BELLE HALL
 HORIZONTAL PROPERTY REGIME
 LOCATED IN THE TOWN OF MT PIFASANT
 CHARLESTON COUNTY SOUTH CAROLINA

**Southeastern Surveying
of Charleston, Inc.**

147 Wappoo Creek Drive - Suite 102
Charleston, South Carolina 29412
843-795-9330 FAX 791-7007 www.sss-i.com

NO	DATE	DESCRIPTION	BY

EXHIBIT "D"

OK K 608PG272

Plans

[ATTACHED]

BK K 608PG273



One Belle Hall Horizontal Property Regime

THIS ELEVATION FOR GRAPHIC PURPOSES ONLY

Mount Pleasant, South Carolina

Architect's Certification

The undersigned Architect, Gary D. Cline, South Carolina Registration No. 3520, authorized and licensed to practice in the State of South Carolina, hereby certifies that an authorized representative from Cline Design Associates, PA has visited the site known as One Belle Hall Horizontal Property Regime, and viewed the property and to the best of his knowledge, information, and belief, hereby certifies that these plans comply with the provisions of Section 27-31-110 of the South Carolina Horizontal Property Act and that these plans accurately reflect the dimensions, areas, and locations of the Units and the Common Elements affording access to the Units as depicted on the Construction Documents provided for construction of the above referenced property

Floor Plans and Elevations for One Belle Hall Horizontal Property Regime attached to the Master Deed as Exhibit "D" Page 1 through 14

Witness my Hand and Seal this 6 day of DECEMBER, 2006

WITNESSES

[Handwritten signature]

[Handwritten signature]

 [Signature of Architect]

Registration No. 3520

STATE OF NORTH CAROLINA)
) ACKNOWLEDGMENT
 COUNTY OF WAKE)

I, Heather Lynn Reaves (Notary Public), do hereby certify that

Gary D. Cline
 personally appeared before me this day and acknowledged the due execution of the foregoing instrument

Witness my hand and seal this 6 day of December, 2006

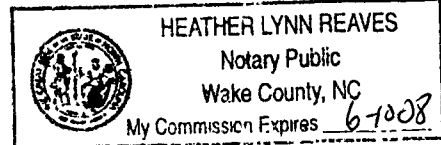
Heather Lynn Reaves
 Notary Public for North Carolina
 My Commission Expires 6-10-08

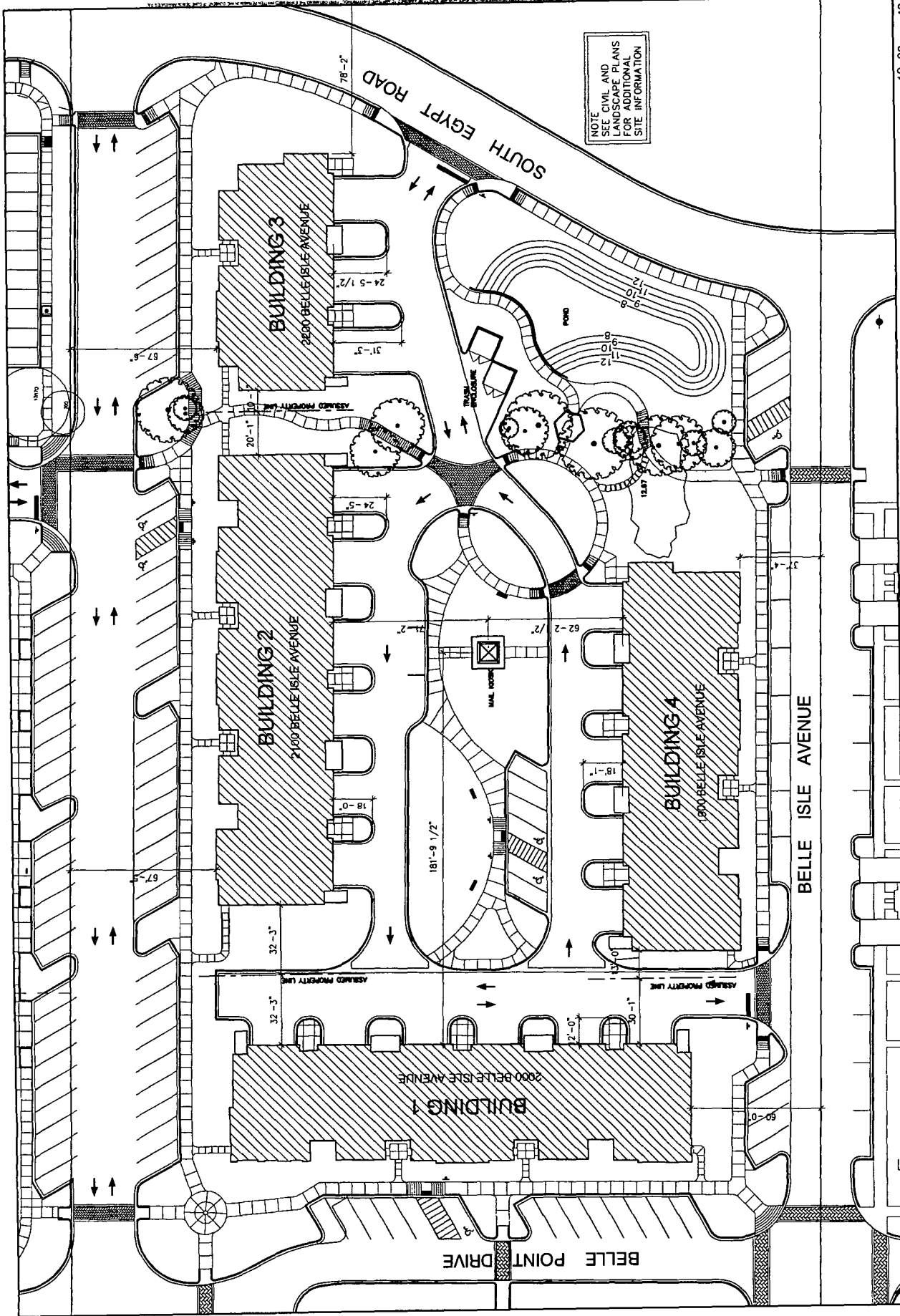
1 of 14



Belle Hall
Direct 101
Limited
Partnership, a
Texas limited
partnership.

ARCHITECT	<u>CLINE DESIGN ASSOCIATES, PA</u> Raleigh, North Carolina
CIVIL ENGINEER	<u>SEAMON, WHITESIDE & ASSOCIATES, INC</u> Mt. Pleasant, SC
LANDSCAPE ARCHITECT	<u>SEAMON, WHITESIDE & ASSOCIATES, INC</u> Mt. Pleasant, SC
STRUCTURAL ENGINEER	<u>STEWART ENGINEERING, INC</u> Morrisville, North Carolina
PLUMBING ENGINEER	<u>LIGHTHOUSE ENGINEERING</u> Raleigh, North Carolina
MECHANICAL ENGINEER	<u>LIGHTHOUSE ENGINEERING</u> Raleigh, North Carolina
ELECTRICAL ENGINEER	<u>LIGHTHOUSE ENGINEERING</u> Raleigh, North Carolina

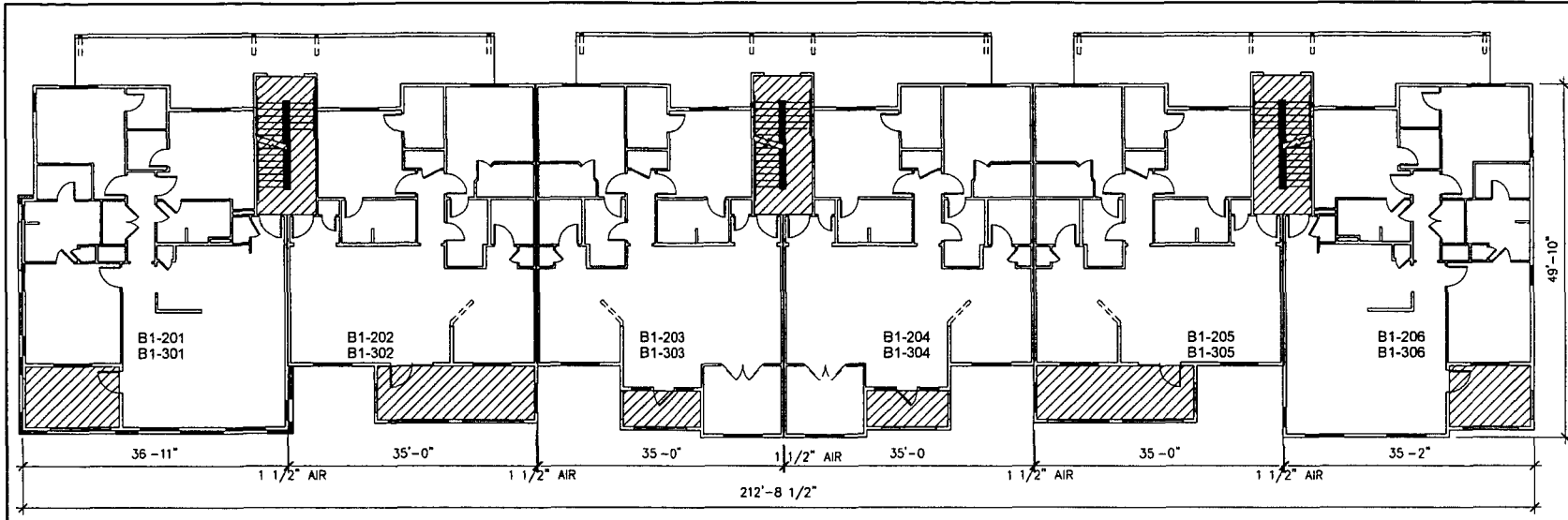




NOTE
SEE CIVIL AND
LANDSCAPE PLANS
FOR ADDITIONAL
SITE INFORMATION

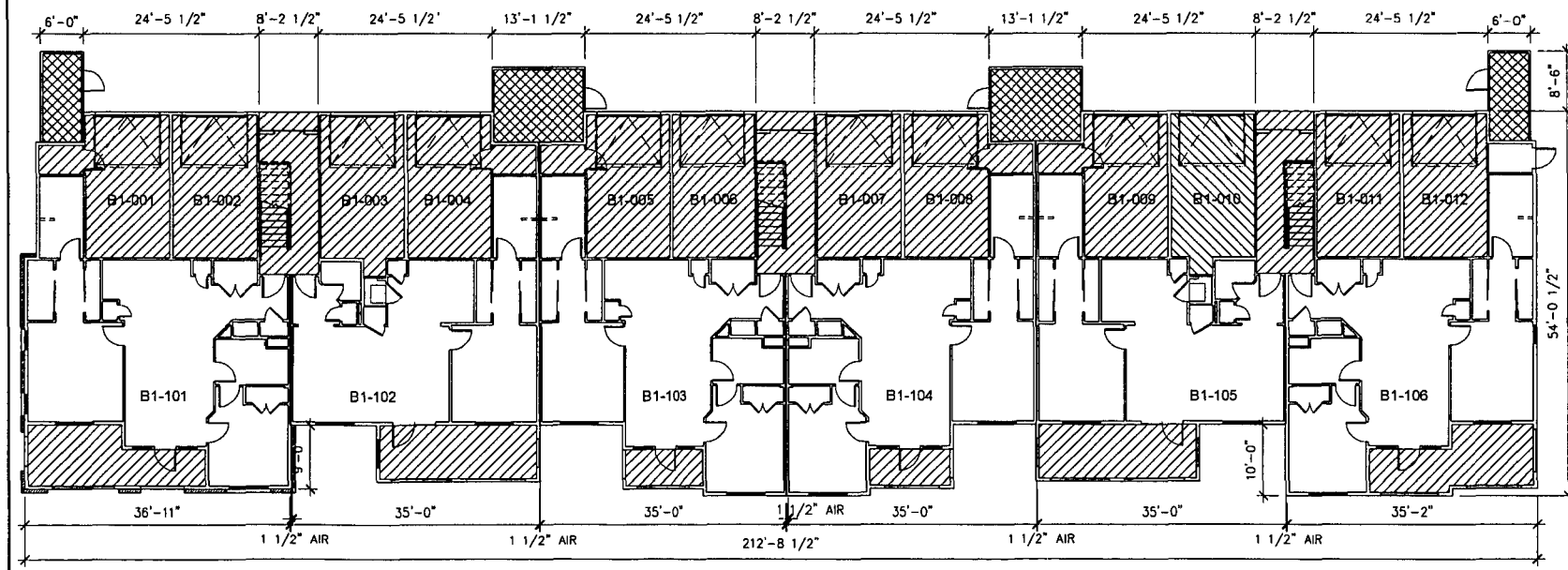


01 ARCHITECTURAL SITE PLAN



02 BUILDING I - SECOND & THIRD FLOOR PLAN/LOWER ROOF PLAN

Scale 5 10 20



01 BUILDING I - FIRST FLOOR PLAN

Scale 5 10 20

LEGEND
 [Cross-hatched] COMMON ELEMENT (CE)
 [Diagonal lines] LIMITED COMMON ELEMENTS (LCE)
 THIS FLOOR PLAN AND THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD DO HIS/HER OWN INVESTIGATION AS TO THE DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT

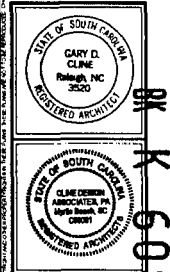
UNIT TABULATIONS

UNIT B1-101	GROSS SF	1091 SF
	UNIT LCE SF	172 SF
UNIT B1-102, 105	GROSS SF	891 SF
	UNIT LCE SF	167 SF
UNIT B1-103, 104	GROSS SF	1056 SF
	UNIT LCE SF	57 SF
UNIT B1-106	GROSS SF	1063 SF
	UNIT LCE SF	168 SF
UNIT B1-201, 301	GROSS SF	1540 SF
	UNIT LCE SF	112 SF
UNIT B1-202, 205, 302, 305	GROSS SF	1283 SF
	UNIT LCE SF	167 SF
UNIT B1-203, 204, 303, 304	GROSS SF	1440 SF
	UNIT LCE SF	57 SF
UNIT B1-206, 306	GROSS SF	1521 SF
	UNIT LCE SF	98 SF
BUILDING TABULATIONS		
BUILDING #1	TOTAL CE	390 SF
	TOTAL LCE	5427 SF
FLOOR 1 TOTAL	TOTAL GROSS SF (INC CE & LCE)	11016 SF
FLR. 2&3	TOTAL GROSS SF (INC CE & LCE)	9767 SF
TOT	GROSS SF (INC CE & LCE)	30550 SF

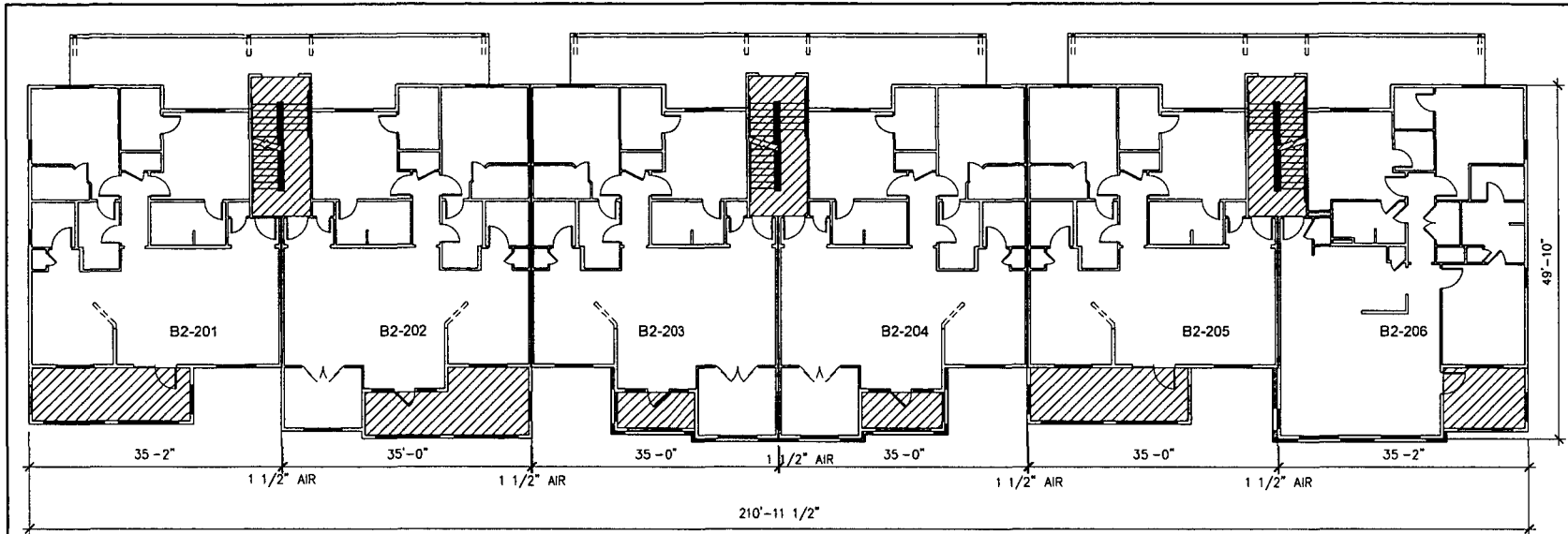


125 N. Harrington St.
 Raleigh, NC 27603
 919/833 0413
 919/836 1280 FAX
 ClineDesign.com

One Belle Hall Horizontal
 Property Regime
 Mount Pleasant, South Carolina



PROJECT: 04178
 DATE: 10.20.2009
 EXHIBIT D
 DRAWN BY: EAL, TSD
 CHECKED BY: BUILDING I - PLANS



LEGEND

COMMON ELEMENT (CE)

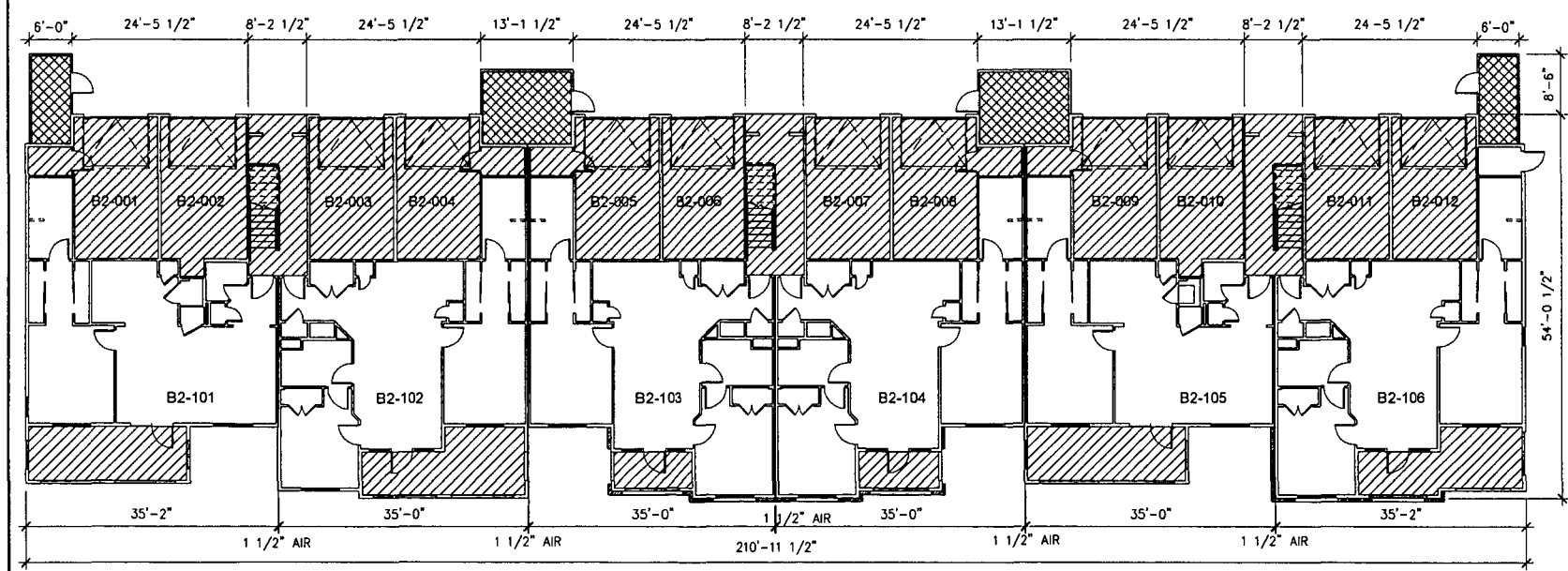
LIMITED COMMON ELEMENT (LCE)

THIS FLOOR PLAN AND THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD DO HIS/HER OWN INVESTIGATION AS TO THE DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT

UNIT TABULATIONS	
UNIT B2-101 105	
GROSS SF	894 SF
UNIT LCE SF	167 SF
UNIT B2-102	
GROSS SF	1045 SF
UNIT LCE SF	178 SF
UNIT B2-103 104	
GROSS SF	1056 SF
UNIT LCE SF	57 SF
UNIT B2-106	
GROSS SF	1045 SF
UNIT LCE SF	168 SF
UNIT B2-201, 205, 304	
GROSS SF	1287 SF
UNIT LCE SF	167 SF
UNIT B2-202 301	
GROSS SF	1429 SF
UNIT LCE SF	180 SF
UNIT B2-203,302,204,303	
GROSS SF	1440 SF
UNIT LCE SF	57 SF
UNIT B2-206 305	
GROSS SF	1521 SF
UNIT LCE SF	98 SF

02 BUILDING II - SECOND FLOOR PLAN/LOWER ROOF PLAN

Scale 5 10 20



BUILDING TABULATIONS	
BUILDING #2	
TOTAL CE	390 SF
TOTAL LCE	6284 SF
FLOOR 1 TOTAL GROSS SF (INC CE & LCE)	10950 SF
FLOOR 2 TOTAL GROSS SF (INC CE & LCE)	9583 SF
FLOOR 3 TOTAL GROSS SF (INC CE & LCE)	8098 SF
TOT GROSS SF (INC CE & LCE)	28811 SF

01 BUILDING II - FIRST FLOOR PLAN

Scale 5 10 20

CLINE DESIGN

123 N. Hargett St.
Raleigh, NC 27601
919/833 6415
919/836 1280 FAX
Cline.Design@verizon.com

One Belle Hall Horizontal Property Regime
Mount Pleasant, South Carolina

STATE OF SOUTH CAROLINA
CARY D. CLINE
Raleigh, NC 27601
REGISTERED ARCHITECT

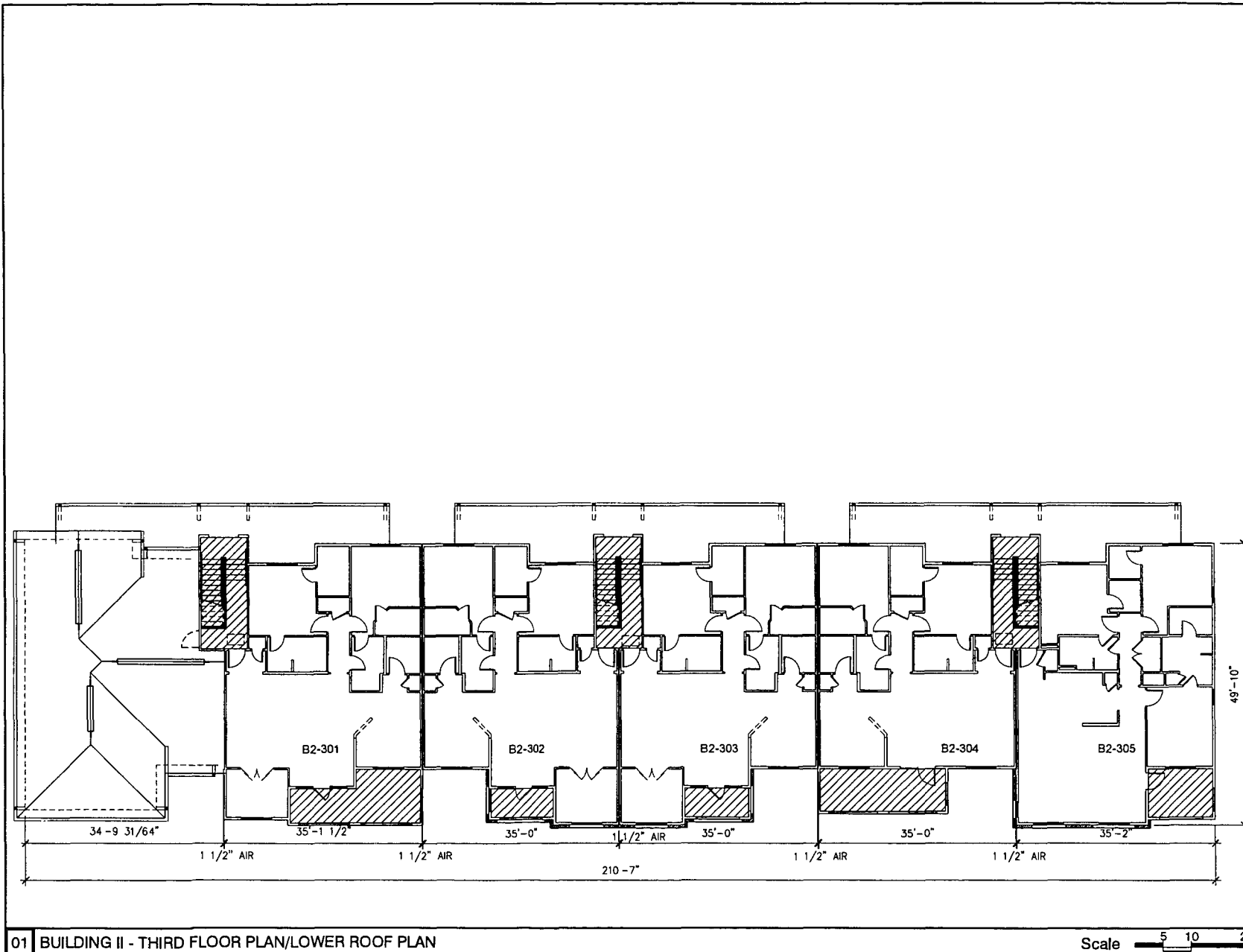
STATE OF SOUTH CAROLINA
CLINE DESIGN ASSOCIATES, P.A.
1000 BANKERS BUILDING
COLUMBIA, SOUTH CAROLINA 29201
REGISTERED ARCHITECT

PROJECT 04178
DATE 10.20.2006
EXHIBIT D
REVISIONS DATE

DRAWN BY EML TSD
CHECKED BY
BUILDING 1 PLANS

4 of 14

PK K 608PG276



LEGEND

COMMON ELEMENT (CE)

LIMITED COMMON ELEMENT (LCE)

THIS FLOOR PLAN AND THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD DO HIS/HER OWN INVESTIGATION AS TO THE DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT

UNIT TABULATIONS

UNIT B2-TOT, 105
GROSS SF 894 SF
UNIT LCE SF 167 SF
UNIT B2-102
GROSS SF 1045 SF
UNIT LCE SF 178 SF
UNIT B2-103, 104
GROSS SF 1056 SF
UNIT LCE SF 37 SF
UNIT B2-106
GROSS SF 1045 SF
UNIT LCE SF 168 SF
UNIT B2-201 205 304
GROSS SF 1287 SF
UNIT LCE SF 167 SF
UNIT B2-202, 301
GROSS SF 1429 SF
UNIT LCE SF 180 SF
UNIT B2-203,302,204 303
GROSS SF 1440 SF
UNIT LCE SF 57 SF
UNIT B2-206 305
GROSS SF 1521 SF
UNIT LCE SF 98 SF

BUILDING TABULATIONS

BUILDING #2
TOTAL CE 390 SF
TOTAL LCE 6284 SF
FLOOR 1 TOTAL GROSS SF (INC CE & LCE) 10950 SF
FLOOR 2 TOTAL GROSS SF (INC CE & LCE) 9583 SF
FLOOR 3 TOTAL GROSS SF (INC CE & LCE) 8098 SF
TOT GROSS SF (INC. CE & LCE) 28611 SF

CLINE DESIGN

125 N. Hargett Street
Raleigh, NC 27603
919/833 6413
919/836 1280 FAX
ClineDesign@verizon.net

One Belle Hall Horizontal Property Regime
Mount Pleasant, South Carolina

STATE OF SOUTH CAROLINA
GARY D. CLINE
Raleigh, NC 27603
REGISTERED ARCHITECT

STATE OF SOUTH CAROLINA
CLINE DESIGN ASSOCIATES, P.A.
Raleigh, NC 27603
REGISTERED ARCHITECT

PROJECT: 0417N
DATE: 10.20.2008
EXHIBIT D
REVISIONS: _____ DATE: _____

DRAWN BY: _____ EML, TSD
CHECKED BY: _____
BUILDING II - PLANS

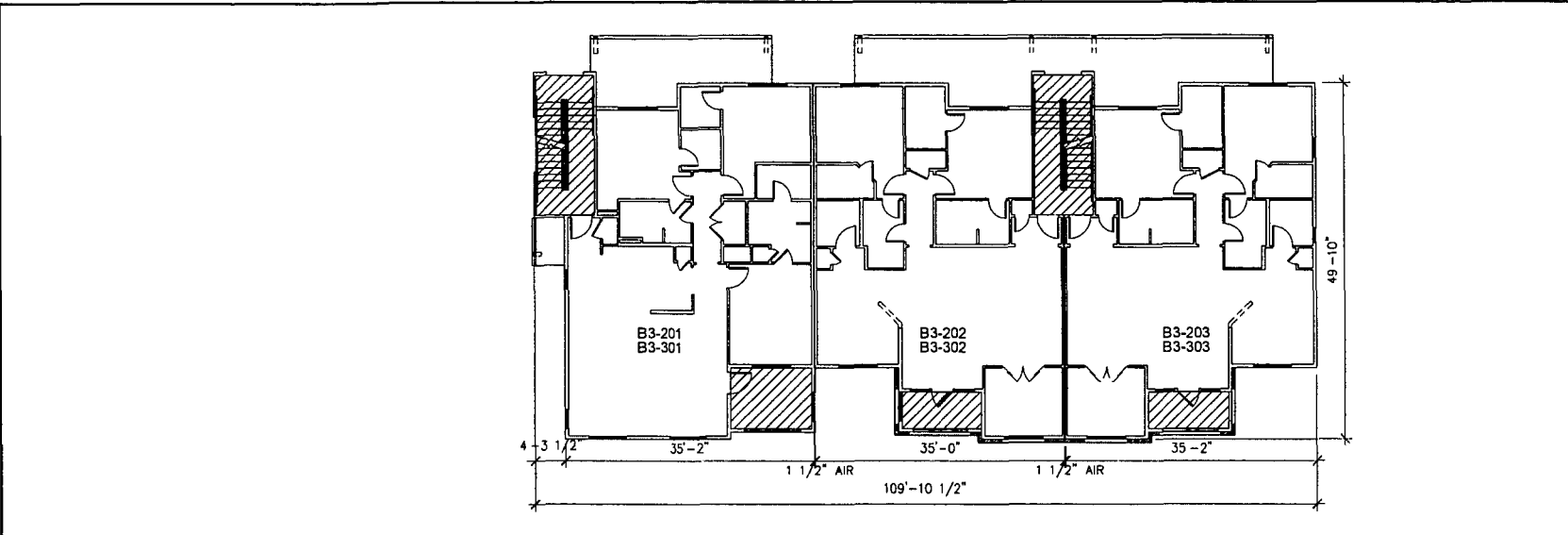
5 of 14

01 BUILDING II - THIRD FLOOR PLAN/LOWER ROOF PLAN

Scale 5 10 20

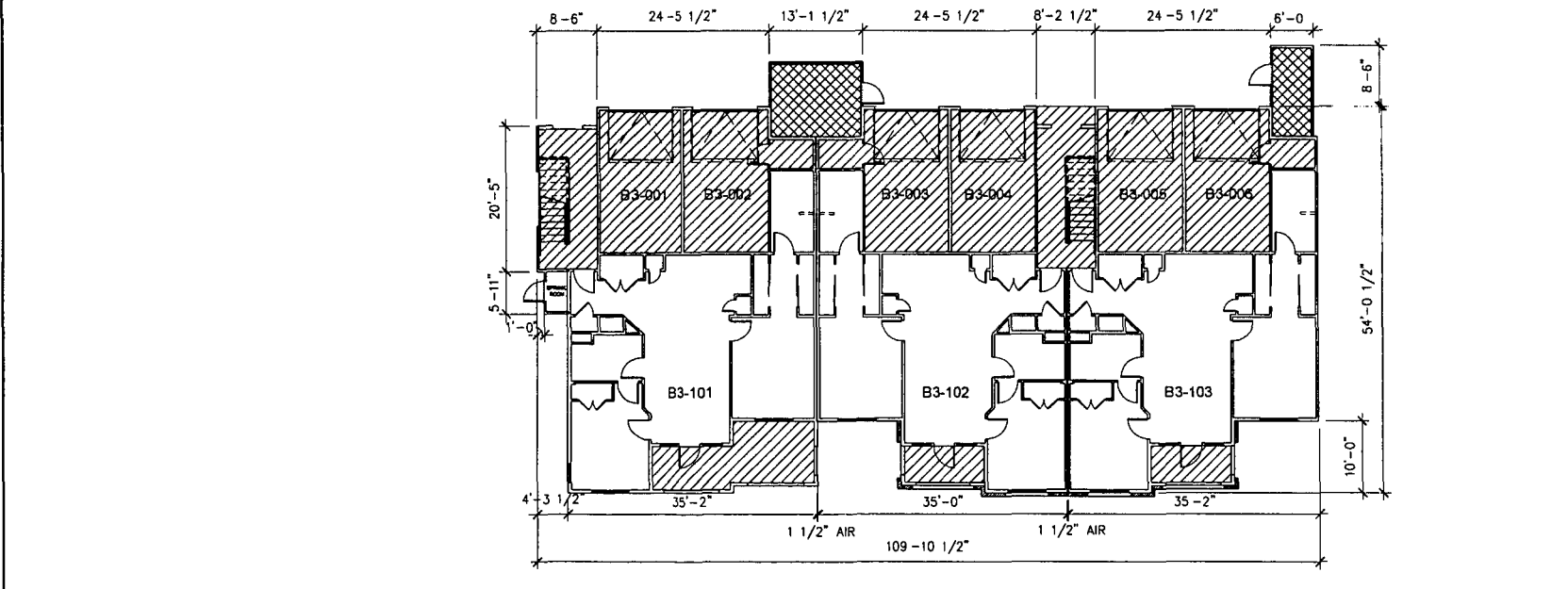
BK K 608 PG 277

1179090 U 00



02 BUILDING III - SECOND & THIRD FLOOR PLAN

Scale 5 10 20



01 BUILDING III - FIRST FLOOR PLAN

Scale 5 10 20

LEGEND

COMMON ELEMENT (CE)

LIMITED COMMON ELEMENT (LCE)

THIS FLOOR PLAN AND THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD DO HIS/HER OWN INVESTIGATION AS TO THE DIMENSIONS MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT.

UNIT TABULATIONS	
UNIT B3-102, 103	
GROSS SF	1056 SF
UNIT LCE SF	57 SF
UNIT B3-101	
GROSS SF	1059 SF
UNIT LCE SF	168 SF
UNIT B3-202, 203, 302, 303	
GROSS SF	1440 SF
UNIT LCE SF	57 SF
UNIT B3-201, 301	
GROSS SF	1520 SF
UNIT LCE SF	98 SF
BUILDING TABULATIONS	
BUILDING #3.	
TOTAL CE	195 SF
TOTAL LCE	2972 SF
FLOOR 1 TOTAL GROSS SF (INC CE & LCE)	5633 SF
FLOOR 2&3 TOTAL GROSS SF (INC CE & LCE)	4887 SF
TOT GROSS SF (INC CE & LCE)	15407 SF

CLINE DESIGN

125 N. Harrington St.
Raleigh, NC 27603
919/833-6413
919/836-1290 FAX
ClineDesign@comcast.net

One Belle Hall Horizontal Property Regime
Mount Pleasant, South Carolina

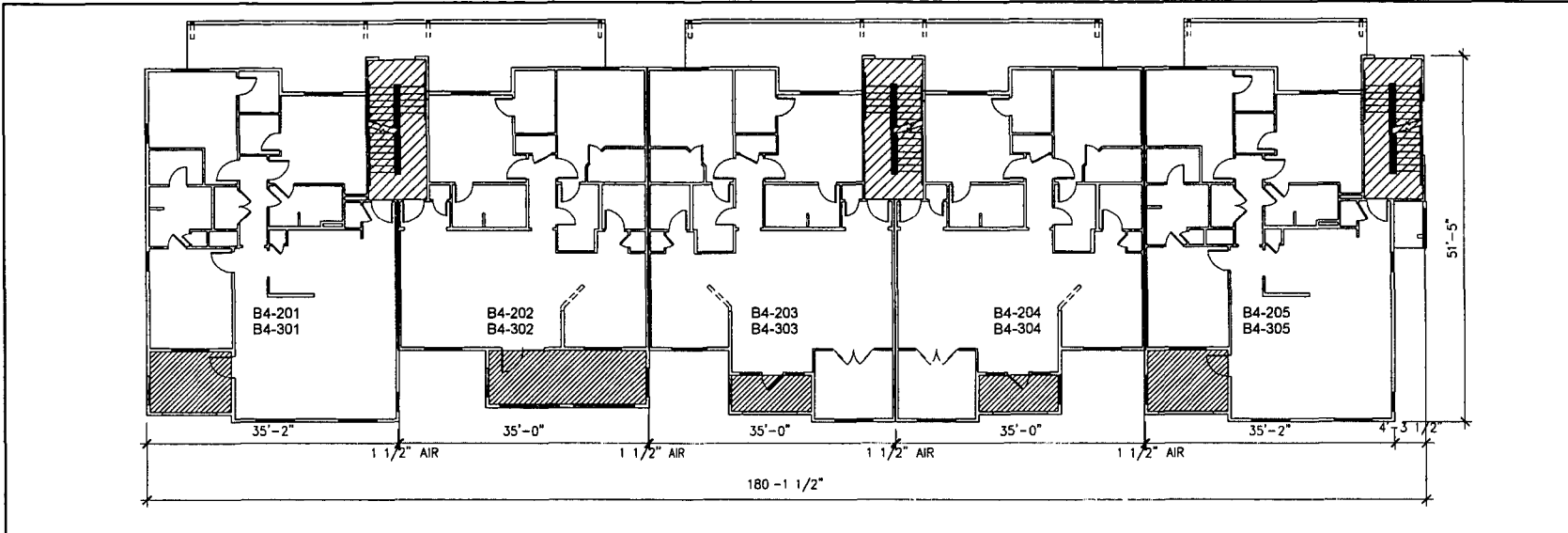
STATE OF SOUTH CAROLINA
GARY D. CLINE
Raleigh, NC 27603
REGISTERED ARCHITECT

STATE OF SOUTH CAROLINA
CLINE DESIGN ASSOCIATES, PA
MOUNT PLEASANT, SC
REGISTERED ARCHITECTS

PROJECT: 04179
DATE: 10.20.2006
EXHIBIT D
REVISIONS: _____ DATE: _____
DRAWN BY: _____ EML: TSD
CHECKED BY: _____
BUILDING III - PLANS

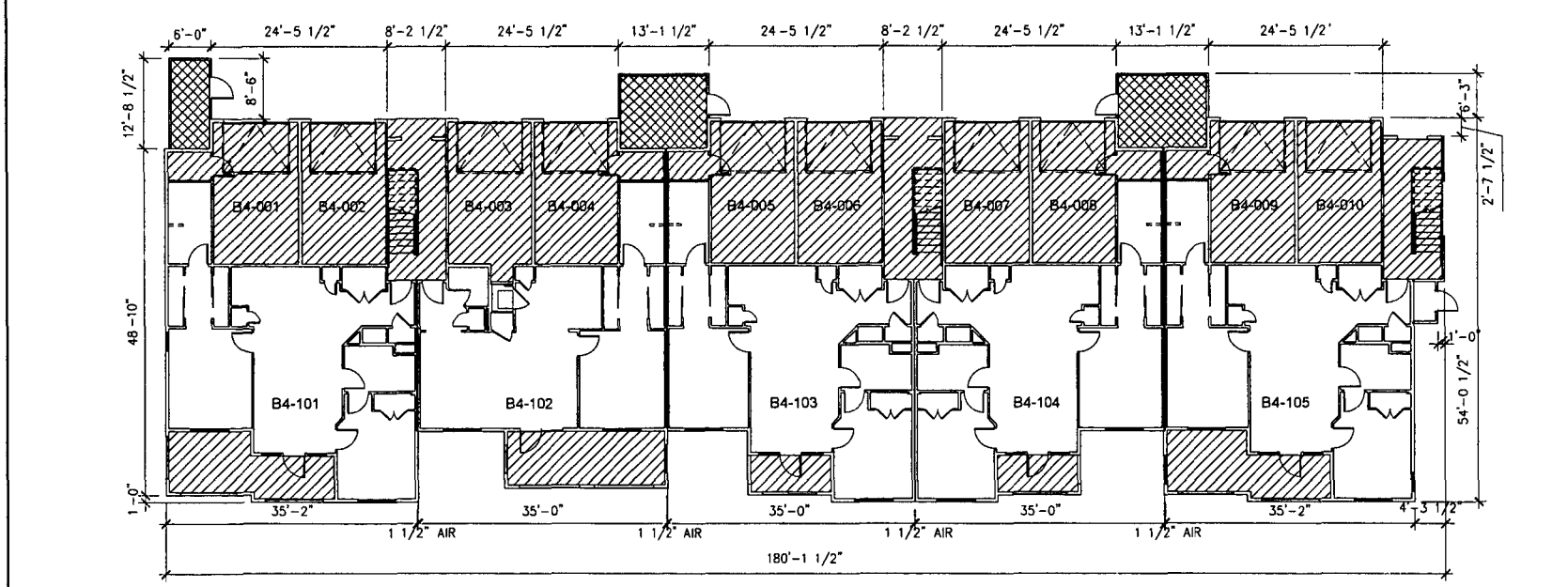
6 of 14

PK K 608PG278



02 BUILDING IV - SECOND & THIRD FLOOR PLAN/LOWER ROOF PLAN

Scale 5 10 20



01 BUILDING IV - FIRST FLOOR PLAN

Scale 5 10 20

LEGEND
 COMMON ELEMENT (CE)
 LIMITED COMMON ELEMENT (LCE)

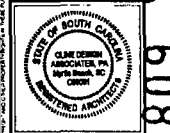
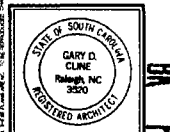
THIS FLOOR PLAN AND THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD DO HIS/HER OWN INVESTIGATION AS TO THE DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT

UNIT TABULATIONS	
UNIT B4-101, 105	
GROSS SF	1061 SF
UNIT LCE SF	168 SF
UNIT B4-102	
GROSS SF	891 SF
UNIT LCE SF	169 SF
UNIT B4-103, 104	
GROSS SF	1056 SF
UNIT LCE SF	57 SF
UNIT B4-201,301,205,305	
GROSS SF	1521 SF
UNIT LCE SF	98 SF
UNIT B4-202, 302	
GROSS SF	1283 SF
UNIT LCE SF	167 SF
UNIT B4-203,303,204,304	
GROSS SF	1439 SF
UNIT LCE SF	57 SF
BUILDING TABULATIONS	
BUILDING #4	
TOTAL CE	323 SF
TOTAL LCE	4957 SF
FLOOR 1 TOTAL GROSS SF (INC. CE & LCE)	9320 SF
FLOOR 2&3 TOTAL GROSS SF (INC. CE & LCE)	8100 SF
TOT GROSS SF (INC. CE & LCE)	25520 SF



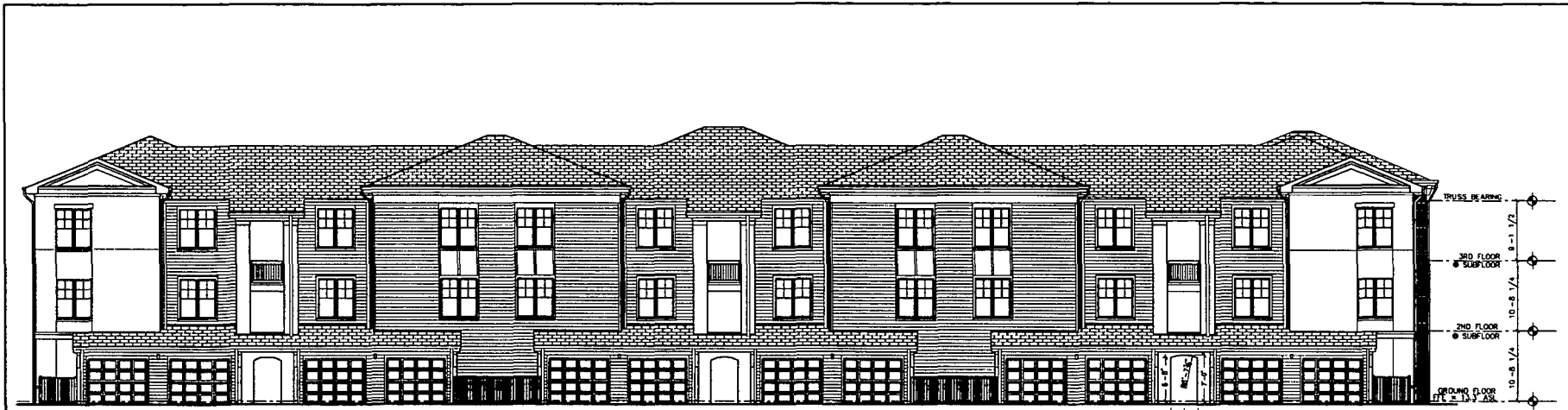
125 N. Hargett St.
 Raleigh, NC 27603
 919/833 6413
 919/830 1280 FAX
 ClineDesign@comcast.net

**One Belle Hall Horizontal
 Property Regime**
 Mount Pleasant, South Carolina



PROJECT: 04179
 DATE: 10.20.2006
 EXHIBIT D
 REVISIONS: _____ DATE: _____
 DRAWN BY: EML 132
 CHECKED BY: _____
 BUILDING IV PLANS

BK R 608pg 279



02 BUILDING I - REAR ELEVATION

Scale 5 10 20



01 BUILDING I - FRONT ELEVATION

Scale 5 10 20

**CLINE
DESIGN**

125 N. Harrington St.
Raleigh, NC 27603
919/833 6413
919/836 1280 FAX
ClineDesign@nc.rr.com

**One Belle Hall Horizontal
Property Regime**
Mount Pleasant, South Carolina



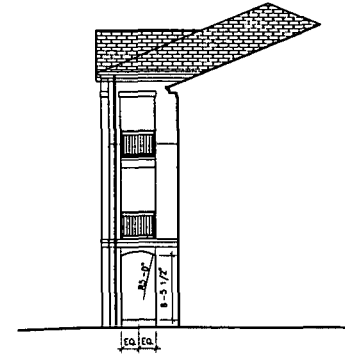
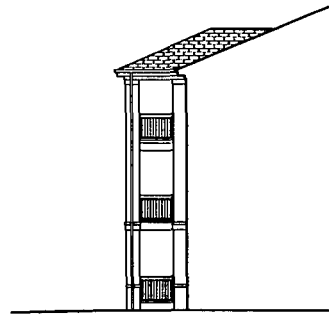
PROJECT: 04178
DATE: 10.20.2006
EXHIBIT: D
DRAWN BY: EML
CHECKED BY:
BUILDING: I
ELEVATIONS

PK K 508 PG 280

**CLINE
DESIGN**

125 N. Hargett St.
Raleigh, NC 27603
919/853 6413
919/856 1280 FAX
ClineDesignAssoc.com

**One Belle Hall Horizontal
Property Regime**
Mount Pleasant, South Carolina



04 SIDE ELEVATION

Scale 5 10 20

03 SIDE ELEVATION

Scale 5 10 20



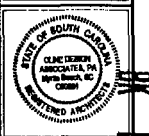
02 BUILDING I - SIDE ELEVATION

Scale 5 10 20



01 BUILDING I - SIDE ELEVATION

Scale 5 10 20



PROJECT 04178
DATE: 10.25.2009

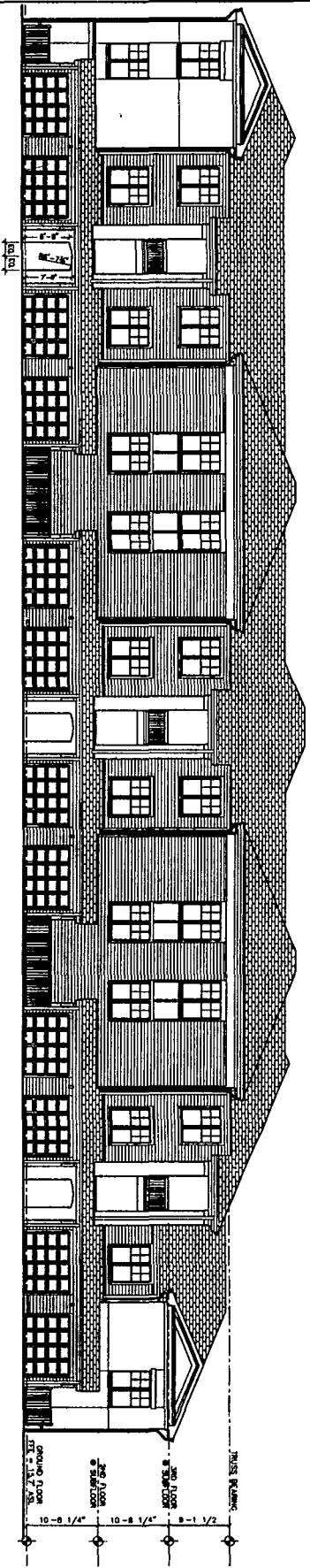
EXHIBIT D

REVISIONS

DRAWN BY: EAM

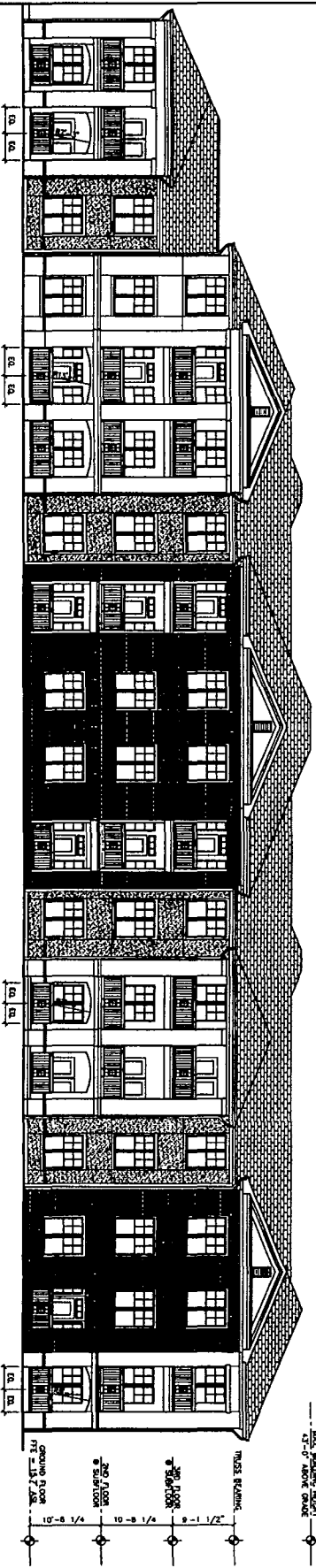
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ELEVATIONS



02 BUILDING II - REAR ELEVATION

Scale 5 10 20



01 BUILDING II - FRONT ELEVATION

Scale 5 10 20

K 608 PG 282

CLINE
DESIGN

121 N. Kingwood St.
Raleigh, NC 27601
919.833.4413
919.833.1200 FAX
ClineDesign.com

One Belle Hall Horizontal
Property Regime
Mount Pleasant, South Carolina

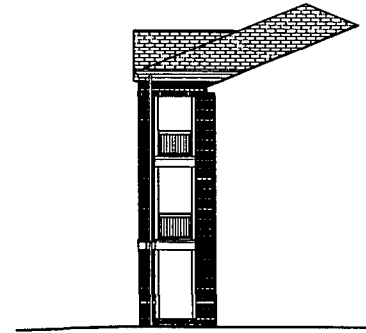


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DATE: 10.20.2008
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**CLINE
DESIGN**

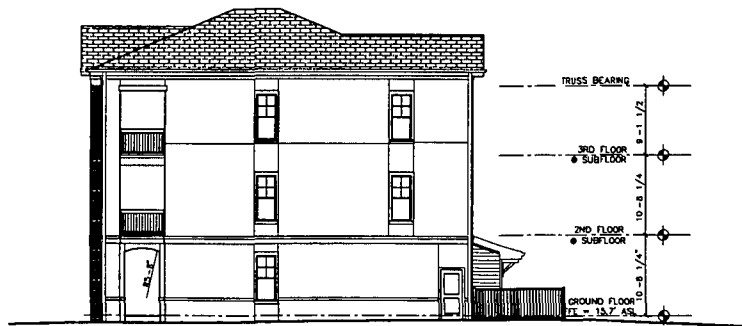
125 N. Hargett St.
Raleigh, NC 27603
919/833 6415
919/836 1280 FAX
ClineDesign@att.net

**One Belle Hall Horizontal
Property Regime**
Mount Pleasant, South Carolina



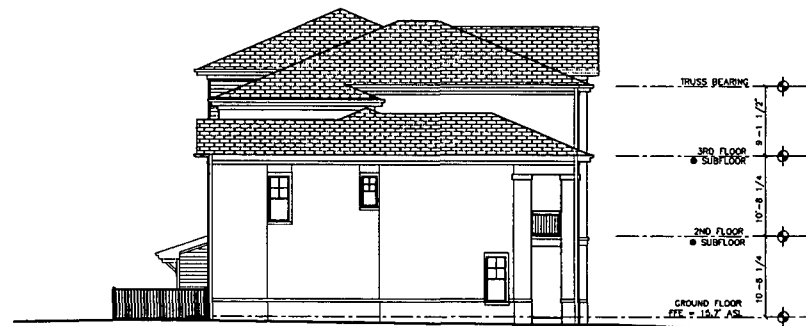
03 SIDE ELEVATION

Scale 5 10 20



02 BUILDING II - SIDE ELEVATION

Scale 5 10 20



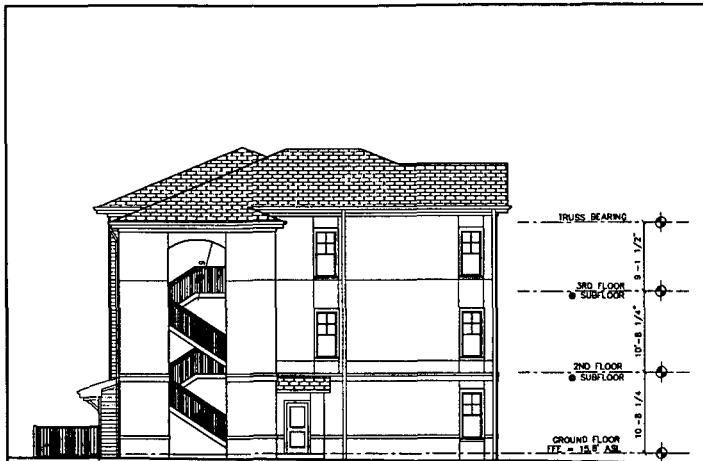
01 BUILDING II - SIDE ELEVATION

Scale 5 10 20

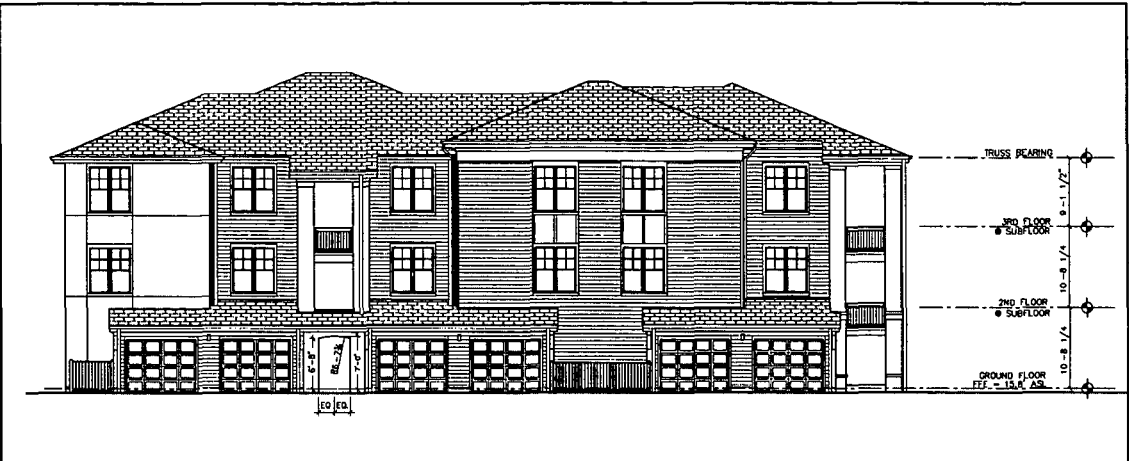


PROJECT 64178
DATE 10.20.2008
EXHIBIT D
REVISIONS: _____ DATE: _____
DRAWN BY: EML/JSO
CHECKED BY: JFC
BUILDING II
ELEVATIONS

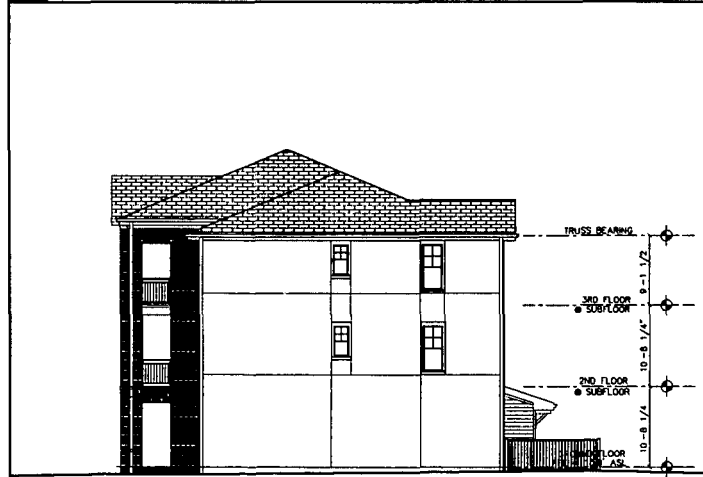
BK K 608PG283



04 BUILDING III - SIDE ELEVATION Scale 5 10 20



03 BUILDING III - REAR ELEVATION Scale 5 10 20



02 BUILDING III - SIDE ELEVATION Scale 5 10 20



01 BUILDING III - FRONT ELEVATION Scale 5 10 20

**CLINE
DESIGN**

125 N. Harrington St.
Raleigh, NC 27603
919/836 6413
919/836 1280 FAX
ClineDesign@cc.com

One Belle Hall Horizontal
Property Regime
Mount Pleasant, South Carolina

STATE OF SOUTH CAROLINA
GARY D. CLINE
Raleigh, NC 27603
REGISTERED ARCHITECT

STATE OF SOUTH CAROLINA
CLINE DESIGN ARCHITECTURE, PA
1000 BANKERS BUILDING
MOUNT PLEASANT, SC 29501
REGISTERED ARCHITECT

PROJECT 04178
DATE 10 20 2008
EXHIBIT D
REVISIONS
DATE
DRAWN BY EML TCO
CHECKED BY JG
BUILDINGS III
ELEVATIONS

BR K 608 PC 284

**CLINE
DESIGN**

125 N. Hargett St.
Raleigh, NC 27603
919/833 6413
919/834 1280 FAX
ClineDesign@att.net

One Belle Hall Horizontal
Property Regime
Mount Pleasant, South Carolina

PK 608 PG 285



PROJECT: 04179
DATE: 10.20.2000
EXHIBIT D
REVISIONS: _____ DATE: _____
DRAWN BY: EML, TSD
CHECKED BY: JC
ELEVATIONS



02 BUILDING IV - REAR ELEVATION

Scale 5 10 20



01 BUILDING IV - FRONT ELEVATION

Scale 5 10 20



125 N. Harrington St
Raleigh, NC 27603
919/833 6413
919/833 1280 F-AX
ClineDr.uga@nc.rr.com

One Belle Hall Horizontal
Property Regime
Mount Pleasant, South Carolina
BK K 608PG286
98279d809



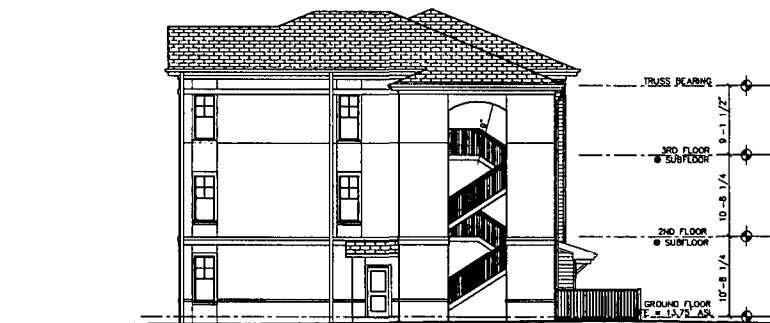
PROJECT 04179
DATE 10.20.2009
EXHIBIT D
REVISIONS DATE

DRAWN BY: CML, TSD
CHECKED BY: JC
BUILDING IV
ELEVATIONS



Scale 5 10 20

02 BUILDING IV - SIDE ELEVATION



Scale 5 10 20

01 BUILDING IV - SIDE ELEVATION

AK K 608PG287



One Belle Hall Horizontal Property Regime

TIBS ELEVATION FOR GRAPHIC PURPOSES ONLY

Mount Pleasant, South Carolina

Architect's Certification

The undersigned Architect, Gary D. Cline, South Carolina Registration No 3520, authorized and licensed to practice in the State of South Carolina, hereby certifies that an authorized representative from Cline Design Associates, PA has visited the site known as One Belle Hall Horizontal Property Regime, and viewed the property and to the best of his knowledge, information, and belief, hereby certifies that these plans comply with the provisions of Section 27-31-110 of the South Carolina Horizontal Property Act and that these plans accurately reflect the dimensions, areas, and locations of the Units and the Common Elements affording access to the Units as depicted on the Construction Documents provided for construction of the above referenced property

Floor Plans and Elevations for One Belle Hall Horizontal Property Regime attached to the Master Deed as Exhibit "D" Page 1 through 14

Witness my Hand and Seal this 6 day of DECEMBER, 2006

WITNESSES

[Handwritten signatures of witnesses]

Registration No 3520

STATE OF NORTH CAROLINA)
COUNTY OF WAKE) ACKNOWLEDGMENT

I, Heather Lynn Reeves (Notary Public), do hereby certify that

Gary D. Cline personally appeared before me this day and acknowledged the due execution of the foregoing instrument

Witness my hand and seal this 6 day of December, 2006

[Handwritten signature of Heather Lynn Reeves]

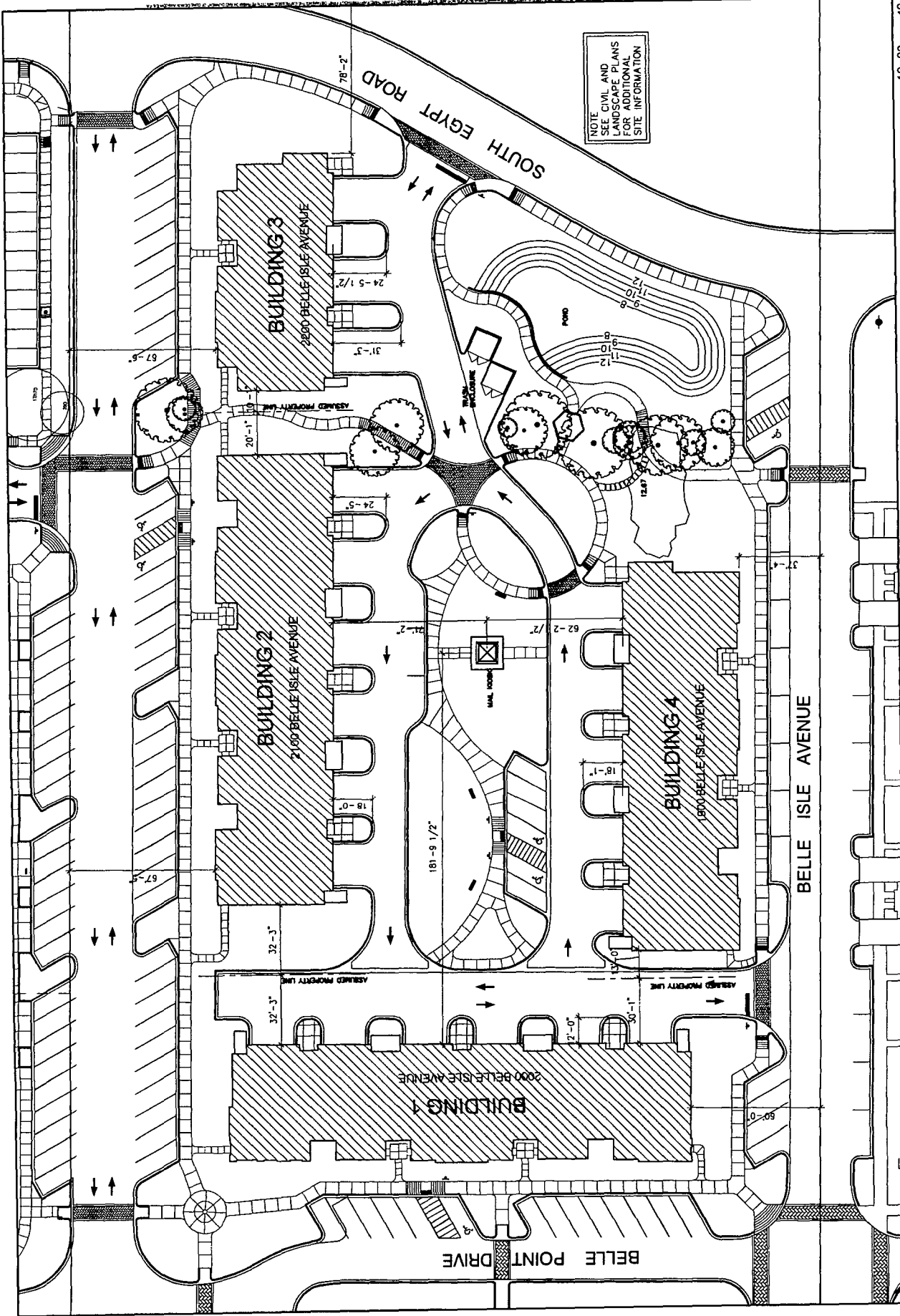
Notary Public for North Carolina
My Commission Expires 6-10-08

HEATHER LYNN REEVES
Notary Public
Wake County, NC
My Commission Expires 6-10-08

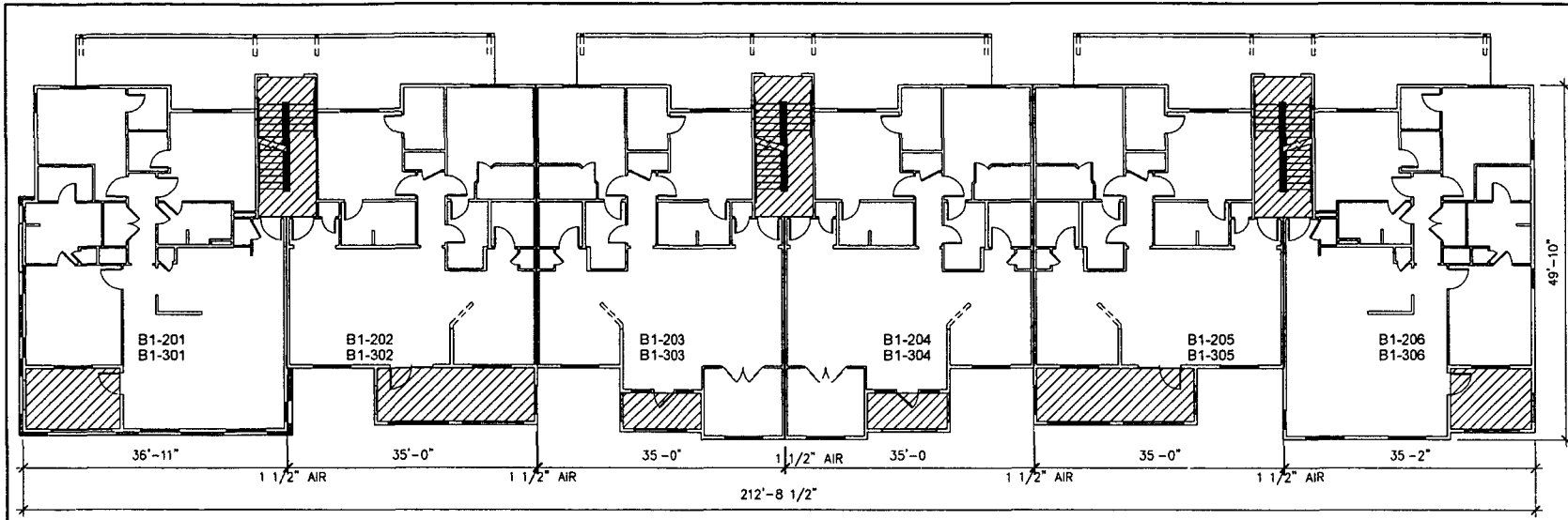


Belle Hall Direct 101 Limited Partnership, a Texas limited partnership.

- ARCHITECT CLINE DESIGN ASSOCIATES, PA
Raleigh North Carolina
- CIVIL ENGINEER SEAMON, WHITESIDE & ASSOCIATES, INC
Mt Pleasant, SC
- LANDSCAPE ARCHITECT SEAMON, WHITESIDE & ASSOCIATES, INC
Mt Pleasant, SC
- STRUCTURAL ENGINEER STEWART ENGINEERING, INC
Morrisville North Carolina
- PLUMBING ENGINEER LIGHTHOUSE ENGINEERING
Raleigh North Carolina
- MECHANICAL ENGINEER LIGHTHOUSE ENGINEERING
Raleigh North Carolina
- ELECTRICAL ENGINEER LIGHTHOUSE ENGINEERING
Raleigh, North Carolina



01 ARCHITECTURAL SITE PLAN



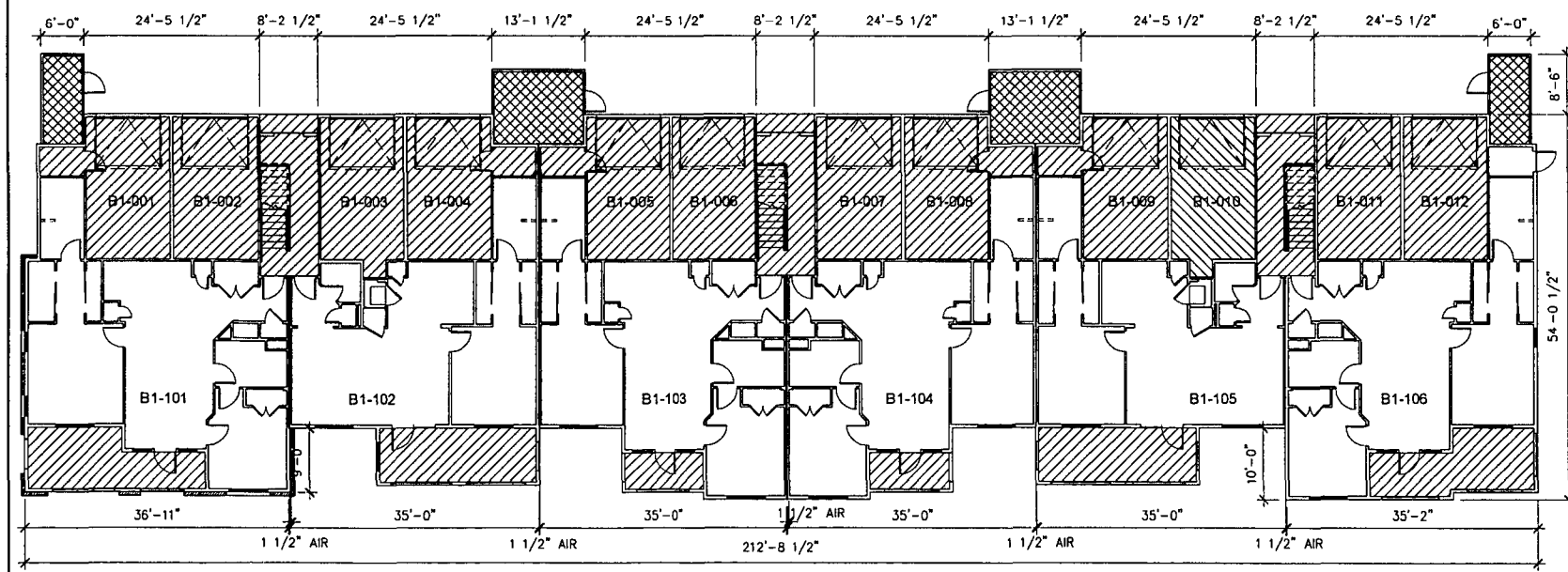
LEGEND
 COMMON ELEMENT (CE)
 LIMITED COMMON ELEMENTS (LCE)

THIS FLOOR PLAN AND THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD DO HIS/HER OWN INVESTIGATION AS TO THE DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT

UNIT TABULATIONS	
UNIT B1-101	GROSS SF 1091 SF UNIT LCE SF 172 SF
UNIT B1-102, 105	GROSS SF 891 SF UNIT LCE SF 167 SF
UNIT B1-103, 104	GROSS SF 1056 SF UNIT LCE SF 57 SF
UNIT B1-106	GROSS SF 1063 SF UNIT LCE SF 168 SF
UNIT B1-201, 301	GROSS SF 1540 SF UNIT LCE SF 112 SF
UNIT B1-202, 205, 302, 305	GROSS SF 1283 SF UNIT LCE SF 167 SF
UNIT B1-203, 204, 303, 304	GROSS SF 1440 SF UNIT LCE SF 57 SF
UNIT B1-206, 306	GROSS SF 1521 SF UNIT LCE SF 98 SF

02 BUILDING I - SECOND & THIRD FLOOR PLAN/LOWER ROOF PLAN

Scale 5 10 20



BUILDING TABULATIONS	
BUILDING #1	TOTAL CE 390 SF TOTAL LCE 5427 SF
FLOOR 1 TOTAL	GROSS SF 11016 SF (INC CE & LCE)
FLR 2&3	TOTAL GROSS SF 9767 SF (INC CE & LCE)
TOT GROSS SF	30550 SF (INC CE & LCE)

01 BUILDING I - FIRST FLOOR PLAN

Scale 5 10 20



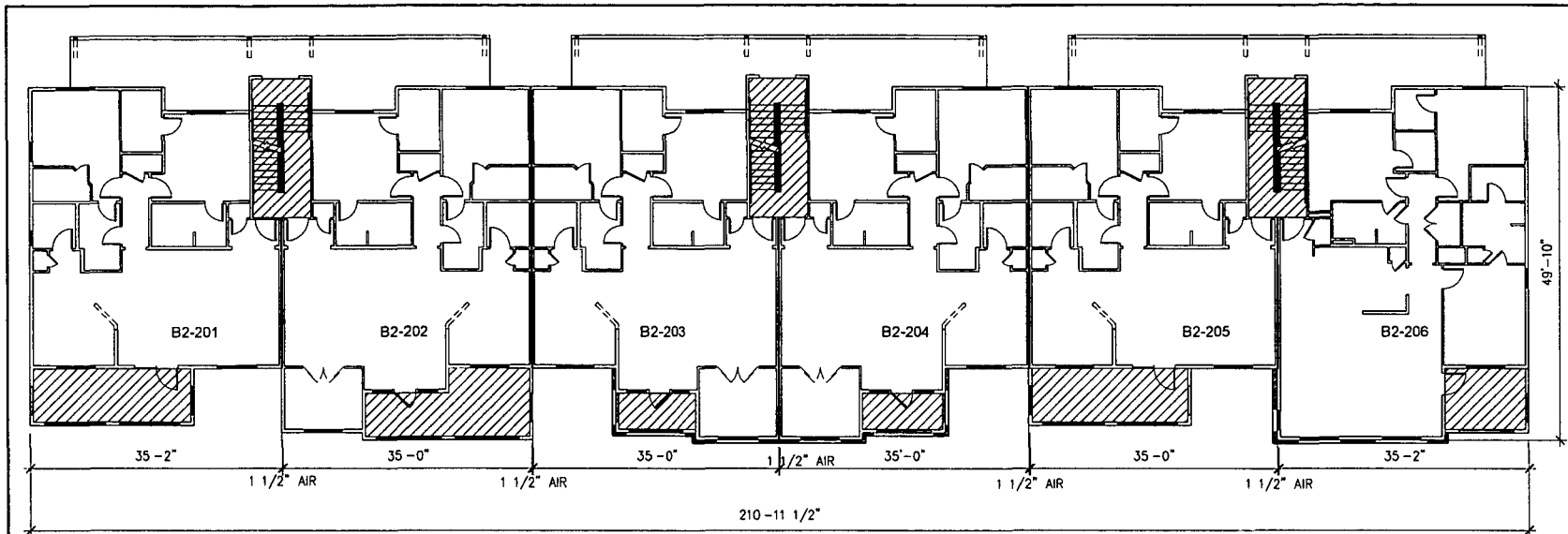
125 N. Harrington St.
 Raleigh, NC 27603
 919/833-0413
 919/836-1280 FAX
 ClineDesign@comcast.net

One Belle Hall Horizontal
 Property Regime
 Mount Pleasant, South Carolina



PROJECT: 04179
 DATE: 10.20.2000
 EXHIBIT D
 REVISIONS: _____ DATE: _____
 DRAWN BY: _____ EML: TSC
 CHECKED BY: _____
 BUILDING I PLANS

BK K 608PG289



LEGEND

COMMON ELEMENT (CE)

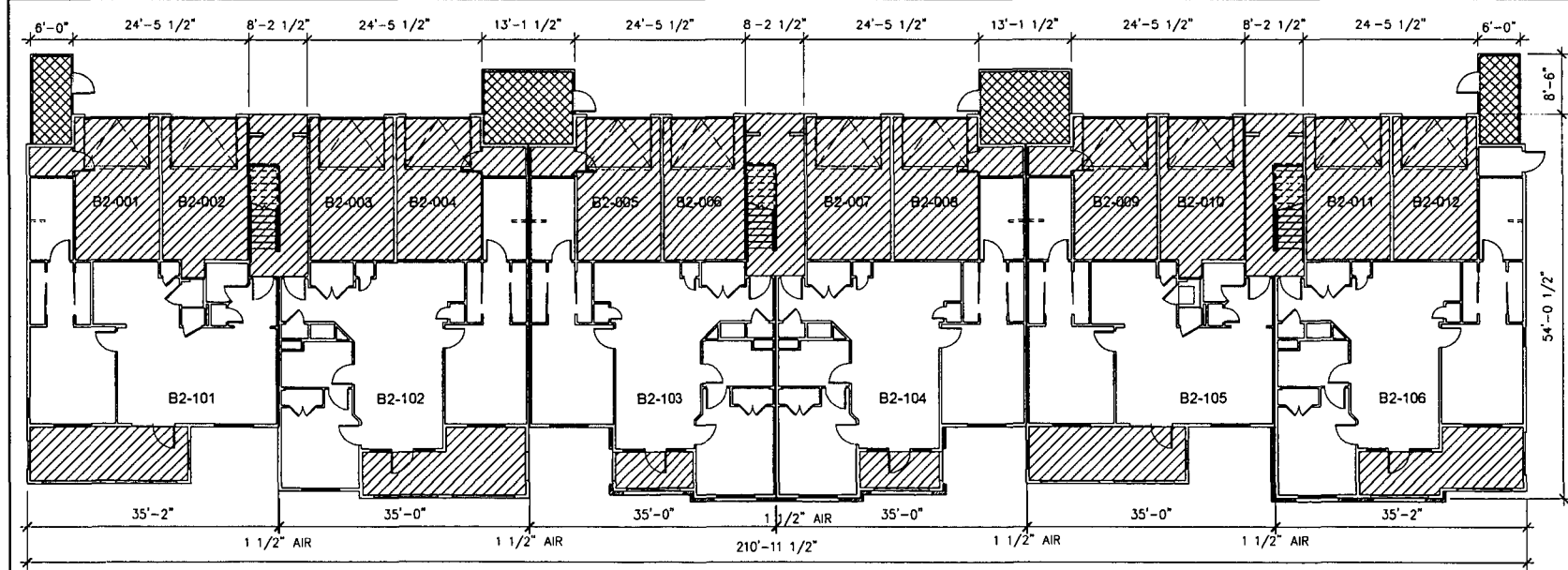
LIMITED COMMON ELEMENT (LCE)

THIS FLOOR PLAN AND THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD DO HIS/HER OWN INVESTIGATION AS TO THE DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT

UNIT TABULATIONS	
UNIT B2-101 105	
GROSS SF	894 SF
UNIT LCE SF	167 SF
UNIT B2-102	
GROSS SF	1045 SF
UNIT LCE SF	178 SF
UNIT B2-103 104	
GROSS SF	1056 SF
UNIT LCE SF	57 SF
UNIT B2-106	
GROSS SF	1045 SF
UNIT LCE SF	168 SF
UNIT B2-201 205, 304	
GROSS SF	1287 SF
UNIT LCE SF	167 SF
UNIT B2-202 301	
GROSS SF	1429 SF
UNIT LCE SF	180 SF
UNIT B2-203 302 204 303	
GROSS SF	1440 SF
UNIT LCE SF	57 SF
UNIT B2-206 305	
GROSS SF	1521 SF
UNIT LCE SF	98 SF

02 BUILDING II - SECOND FLOOR PLAN/LOWER ROOF PLAN

Scale 5 10 20



BUILDING TABULATIONS	
BUILDING #2	
TOTAL CE	390 SF
TOTAL LCE	6284 SF
FLOOR 1 TOTAL GROSS SF (INC CE & LCE)	10950 SF
FLOOR 2 TOTAL GROSS SF (INC CE & LCE)	9583 SF
FLOOR 3 TOTAL GROSS SF (INC CE & LCE)	8098 SF
TOT GROSS SF (INC CE & LCE)	28811 SF

01 BUILDING II - FIRST FLOOR PLAN

Scale 5 10 20

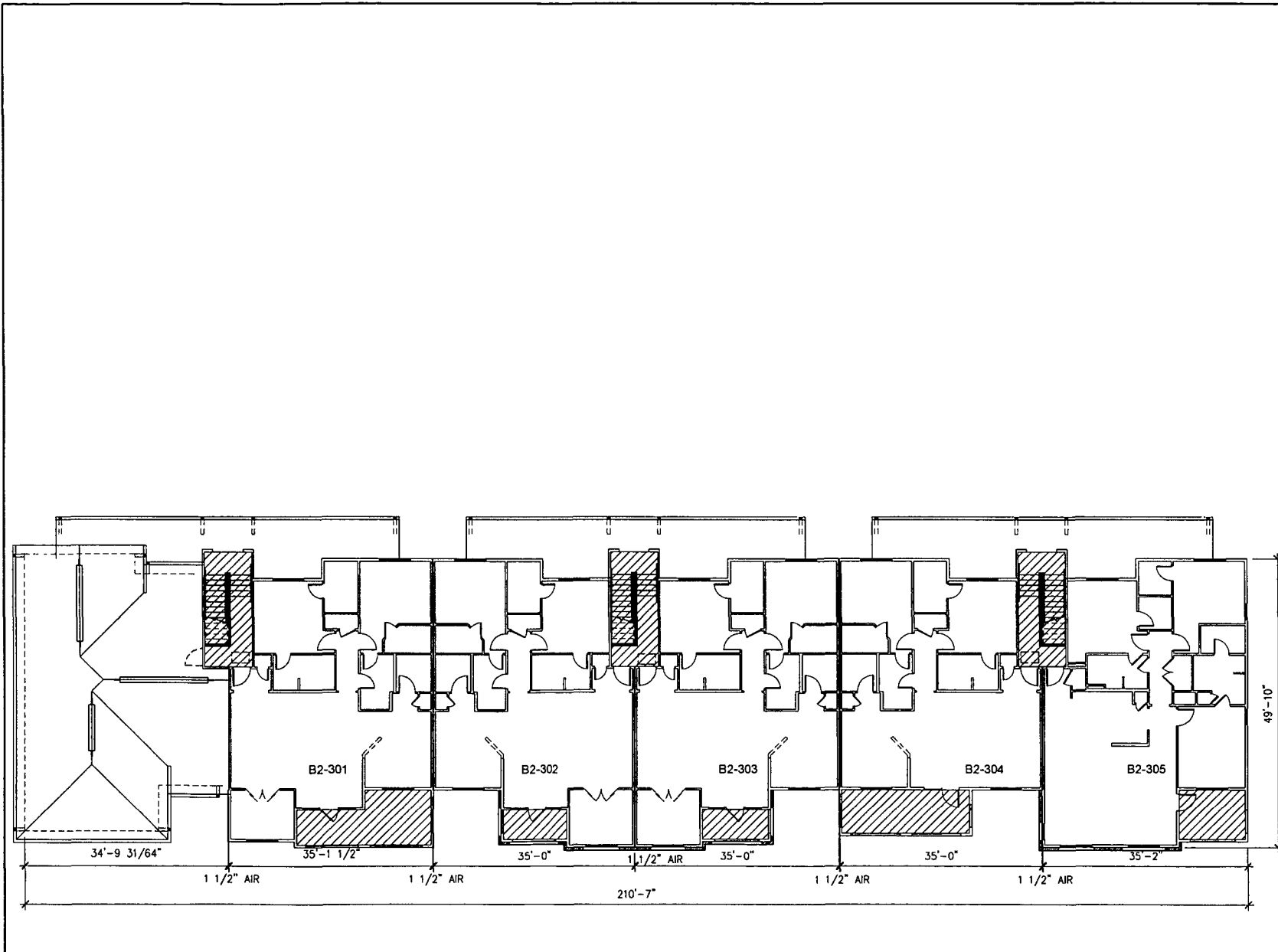


12511 Henington St.
Raleigh, NC 27603
919/833-6413
919/836-1280 FAX
ClineDesign@comcast.net

One Belle Hall Horizontal
Property Regime
Mount Pleasant, South Carolina



PROJECT: 04178
DATE: 10.20.2009
EXHIBIT D
REVISIONS: _____ DATE: _____
DRAWN BY: _____ EML: TRO
CHECKED BY: _____
BUILDING 1 PLANS



LEGEND

COMMON ELEMENT (CE)

LIMITED COMMON ELEMENT (LCE)

THIS FLOOR PLAN AND THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD DO HIS/HER OWN INVESTIGATION AS TO THE DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT

UNIT TABULATIONS	
UNIT B2-101 105	
GROSS SF	894 SF
UNIT LCE SF	167 SF
UNIT B2-102	
GROSS SF	1045 SF
UNIT LCE SF	178 SF
UNIT B2-103, 104	
GROSS SF	1056 SF
UNIT LCE SF	57 SF
UNIT B2-106	
GROSS SF	1045 SF
UNIT LCE SF	168 SF
UNIT B2-201, 205 304	
GROSS SF	1287 SF
UNIT LCE SF	167 SF
UNIT B2-202 301	
GROSS SF	1429 SF
UNIT LCE SF	180 SF
UNIT B2-203, 302 204 303	
GROSS SF	1440 SF
UNIT LCE SF	57 SF
UNIT B2-206 305	
GROSS SF	1521 SF
UNIT LCE SF	98 SF
BUILDING TABULATIONS	
BUILDING #2	
TOTAL CE	390 SF
TOTAL LCE	6284 SF
FLOOR 1 TOTAL GROSS SF (INC. CE & LCE)	10950 SF
FLOOR 2 TOTAL GROSS SF (INC. CE & LCE)	9583 SF
FLOOR 3 TOTAL GROSS SF (INC. CE & LCE)	8098 SF
TOT GROSS SF (INC. CE & LCE)	28611 SF

CLINE DESIGN

125 N. Hargett St
Raleigh, NC 27603
919/813 6413
919/836 1280 FAX
ClineDesign@aol.com

One Belle Hall Horizontal Property Regime
Mount Pleasant, South Carolina

STATE OF SOUTH CAROLINA
CARY D. CLINE
Raleigh, NC 27603
REGISTERED ARCHITECT

STATE OF SOUTH CAROLINA
CLINE DESIGN ASSOCIATES, P.A.
Raleigh, NC 27603
REGISTERED ARCHITECT

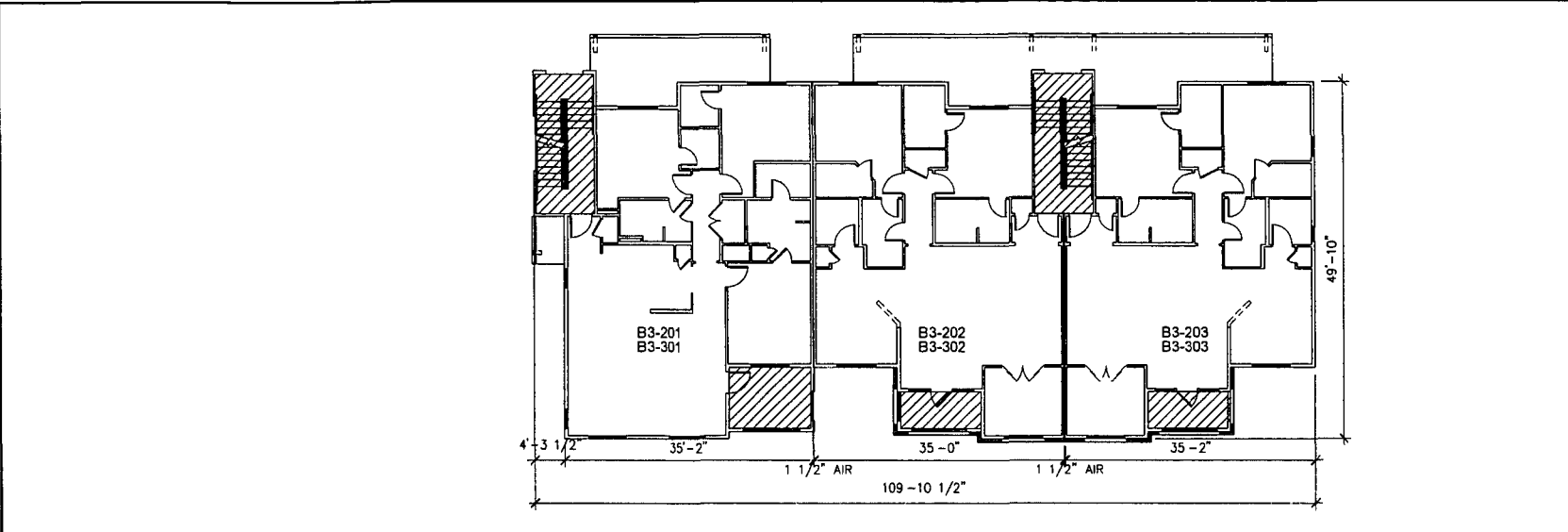
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DATE: 10.20.2000
EXHIBIT D
REVISIONS: _____

DRAWN BY: _____
CHECKED BY: _____
BUILDING II PLANS

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5 of 14

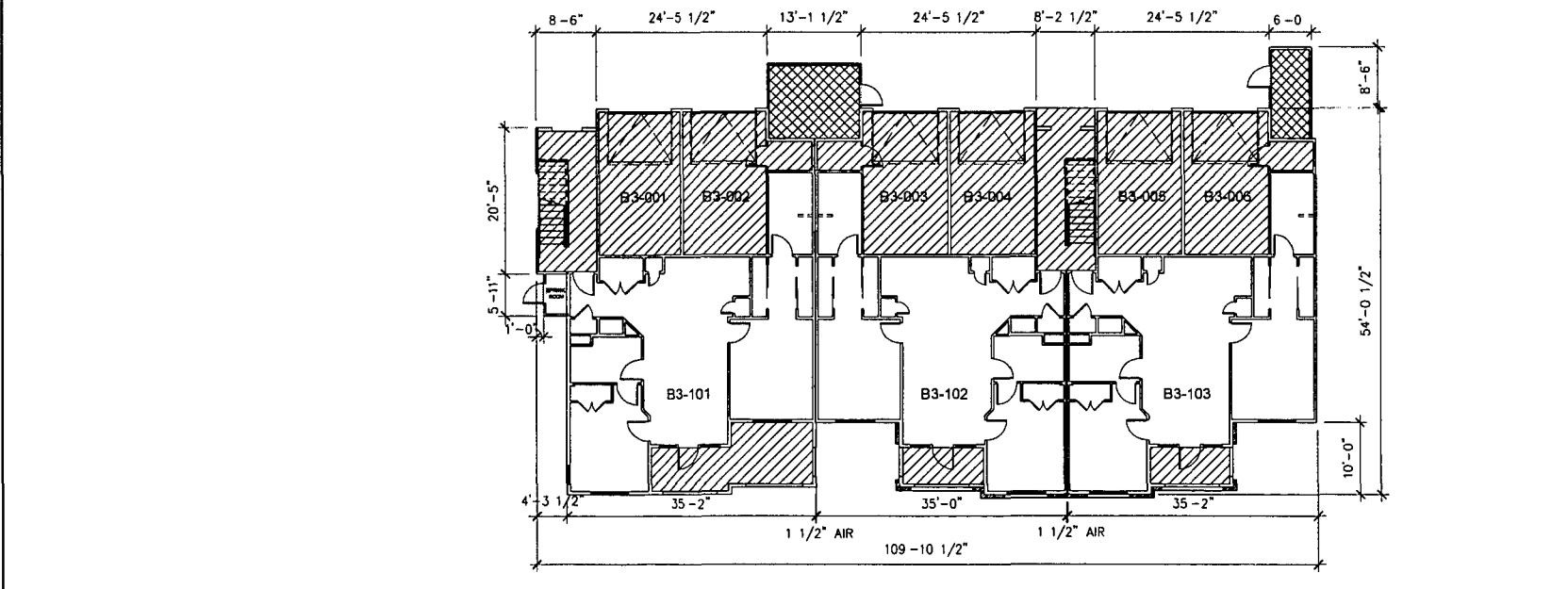
01 BUILDING II - THIRD FLOOR PLAN/LOWER ROOF PLAN

Scale 5 10 20



02 | BUILDING III - SECOND & THIRD FLOOR PLAN

Scale 5 10 20



01 | BUILDING III - FIRST FLOOR PLAN

Scale 5 10 20

LEGEND
 [Cross-hatched] COMMON ELEMENT (CE)
 [Diagonal lines] LIMITED COMMON ELEMENT (LCE)
 THIS FLOOR PLAN AND THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD DO HIS/HER OWN INVESTIGATION AS TO THE DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT

UNIT TABULATIONS

UNIT B3-102, 103	GROSS SF	1056 SF
UNIT LCE SF		57 SF
UNIT B3-101	GROSS SF	1059 SF
UNIT LCE SF		168 SF
UNIT B3-202, 302, 203, 303	GROSS SF	1440 SF
UNIT LCE SF		57 SF
UNIT B3-201, 301	GROSS SF	1520 SF
UNIT LCE SF		98 SF
BUILDING TABULATIONS		
BUILDING #1		
TOTAL CE		195 SF
TOTAL LCE		2972 SF
FLOOR 1 TOTAL GROSS SF (INC CE & LCE)		5633 SF
FLOOR 2&3 TOTAL GROSS SF (INC CE & LCE)		4887 SF
TOT GROSS SF (INC CE & LCE)		15407 SF

CLINE DESIGN
 125 N. Harrington St.
 Raleigh, NC 27603
 919/833-0413
 919/836-1280 FAX
 ClineDesign@comcast.net

One Belle Hall Horizontal Property Regime
 Mount Pleasant, South Carolina

BR K 608PG292

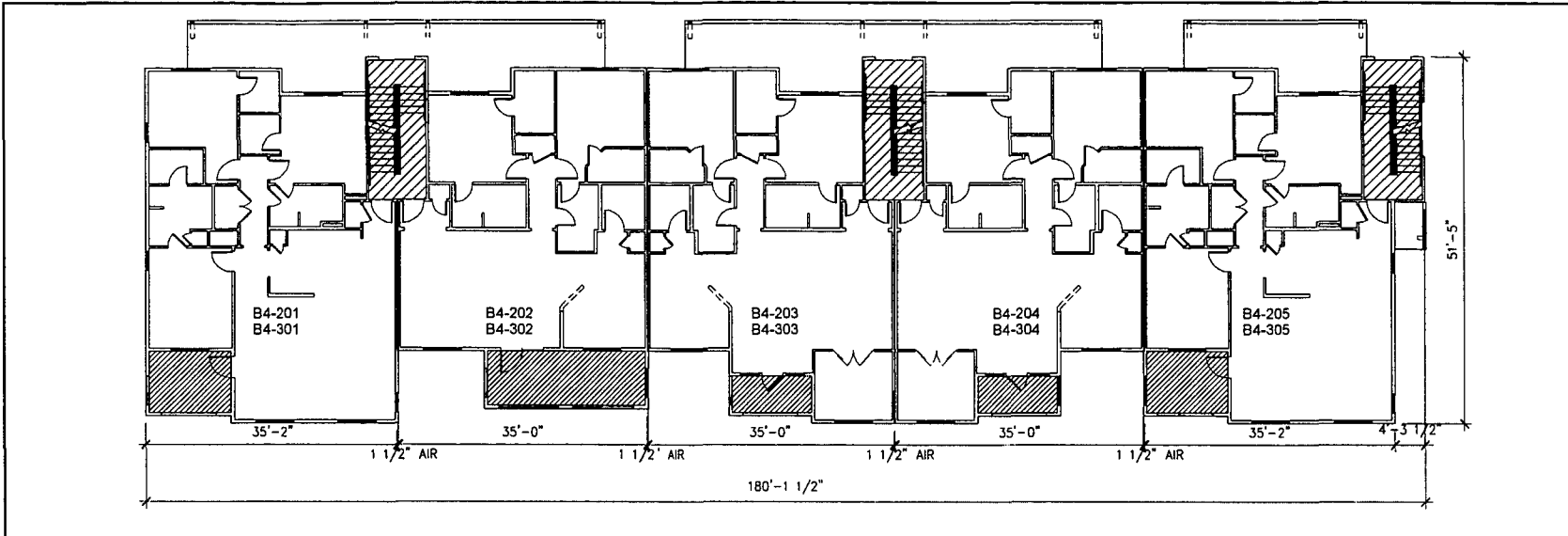
STATE OF SOUTH CAROLINA
 GARY D. CLINE
 Raleigh, NC 27601
 REGISTERED ARCHITECT

STATE OF SOUTH CAROLINA
 CLINE DESIGN ASSOCIATION, P.A.
 1000 BANK OF AMERICA CENTER
 REGISTERED ARCHITECT

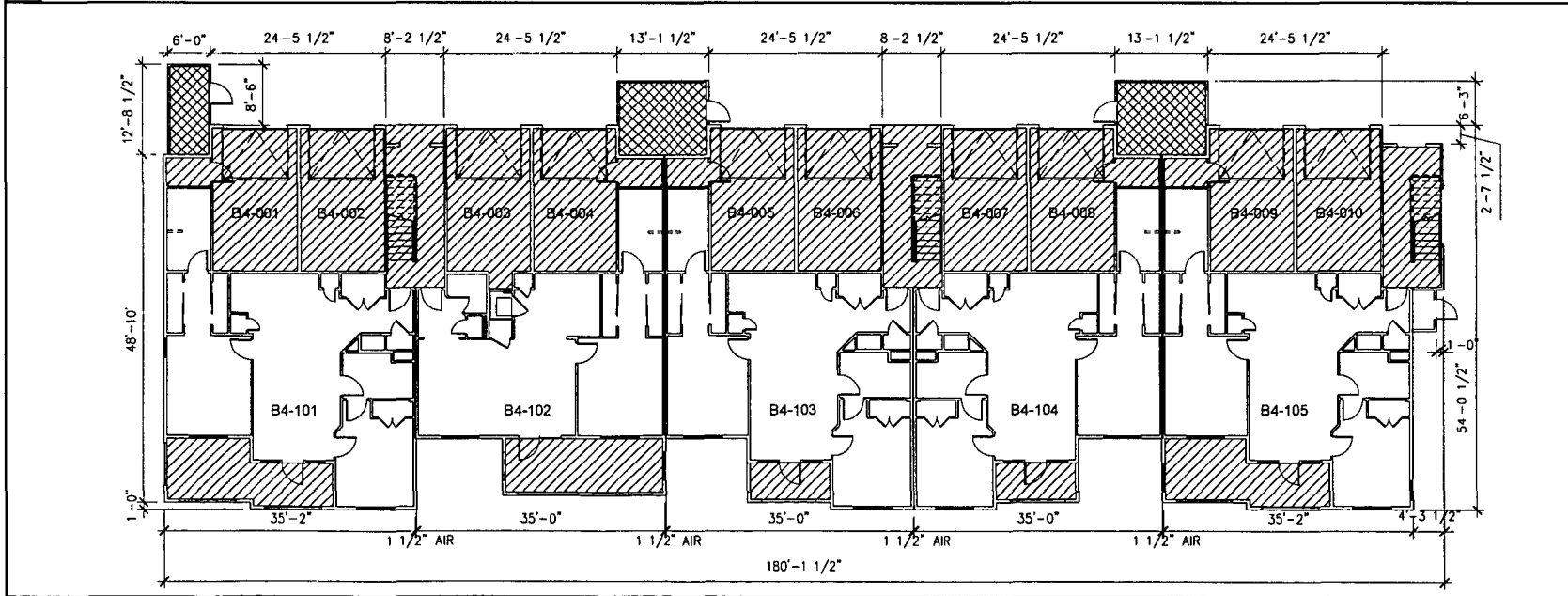
PROJECT: 04178
 DATE: 10.20.2006
 EXHIBIT D
 REVISIONS: _____ DATE: _____

DRAWN BY: F.M.L. 130
 CHECKED BY: J.C. 130
 BUILDING III PLANS

6 of 14



02 BUILDING IV - SECOND & THIRD FLOOR PLAN/LOWER ROOF PLAN Scale 5 10 20



01 BUILDING IV - FIRST FLOOR PLAN Scale 5 10 20

LEGEND

COMMON ELEMENT (CE)

LIMITED COMMON ELEMENT (LCE)

THIS FLOOR PLAN AND THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD DO HIS/HER OWN INVESTIGATION AS TO THE DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT

UNIT TABULATIONS	
UNIT B4-101 105	
GROSS SF	1061 SF
UNIT LCE SF	168 SF
UNIT B4-102	
GROSS SF	891 SF
UNIT LCE SF	169 SF
UNIT B4-103, 104	
GROSS SF	1056 SF
UNIT LCE SF	57 SF
UNIT B4-201, 301, 205, 305	
GROSS SF	1521 SF
UNIT LCE SF	98 SF
UNIT B4-202 302	
GROSS SF	1283 SF
UNIT LCE SF	167 SF
UNIT B4-203 303 204 304	
GROSS SF	1439 SF
UNIT LCE SF	57 SF
BUILDING TABULATIONS	
BUILDING #4	
TOTAL CE	323 SF
TOTAL LCE	4957 SF
FLOOR 1 TOTAL GROSS SF (INC. CE & LCE)	9320 SF
FLOOR 2&3 TOTAL GROSS SF (INC. CE & LCE)	8100 SF
TOT GROSS SF (INC. CE & LCE)	25520 SF

PROJECT: 04178
DATE: 10.20.2006
EXHIBIT D
REVISIONS: _____ DATE: _____
DRAWN BY: EML 1780
CHECKED BY: _____
BUILDING IV PLANS

CLINE DESIGN

125 N. Harrison St.
Raleigh, NC 27603
919/833-6413
919/836-1280 FAX
Cline@clinedesign.com

One Belle Hall Horizontal Property Regime
Mount Pleasant, South Carolina

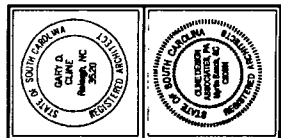
66299809 K BK

STATE OF SOUTH CAROLINA
GARY D. CLINE
Raleigh, NC 27620
REGISTERED ARCHITECT

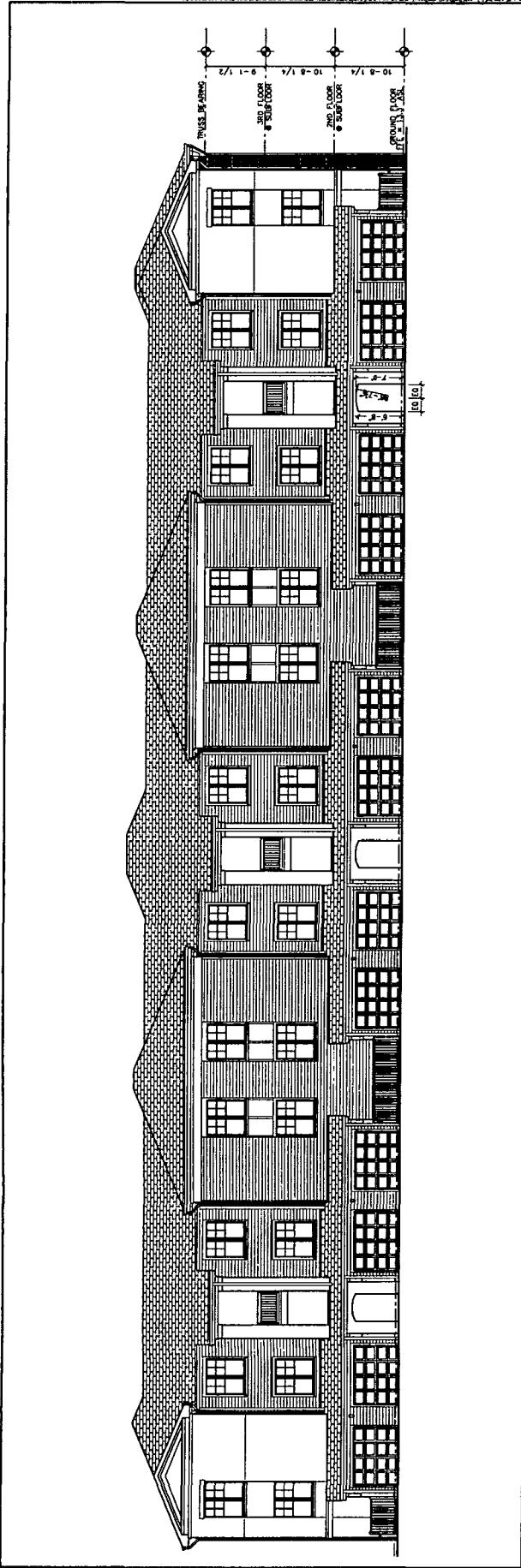
STATE OF SOUTH CAROLINA
CLINE DESIGN ASSOCIATES, P.A.
North Beach, NC
REGISTERED ARCHITECT

PROJECT: 04178
DATE: 10.20.2006
EXHIBIT D
REVISIONS: _____ DATE: _____
DRAWN BY: EML 1780
CHECKED BY: _____
BUILDING IV PLANS

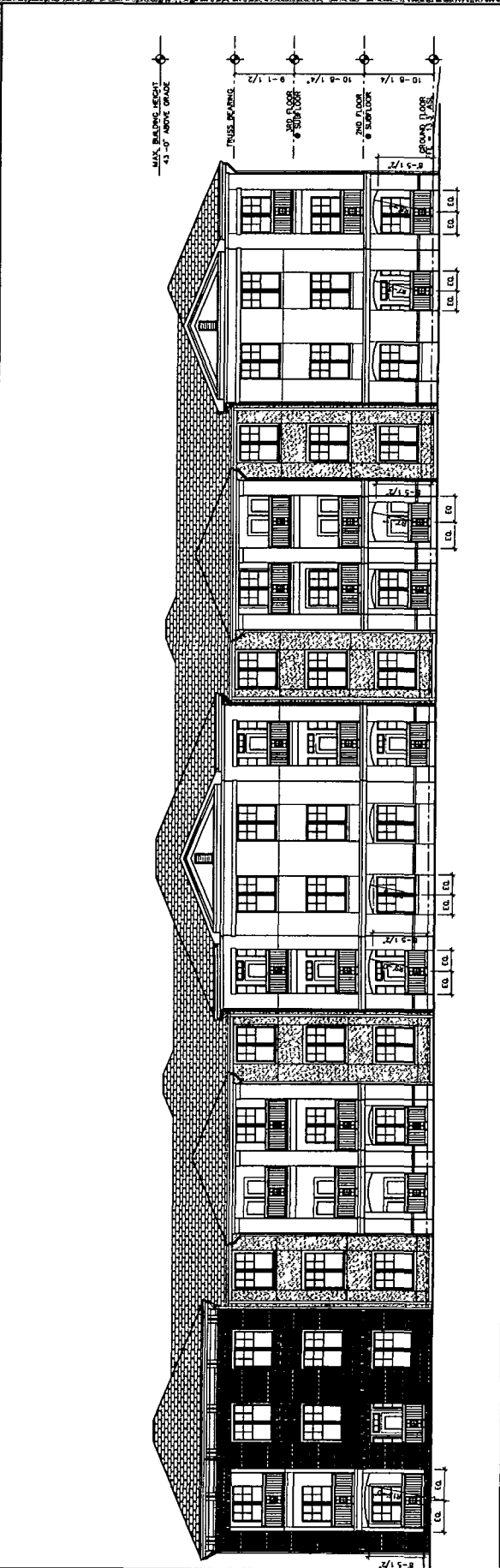
7 of 14



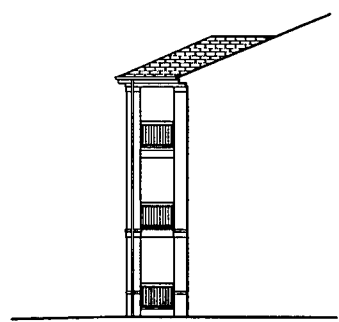
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 EXHIBIT: D
 REVISIONS:
 DATE:
 DRAWN BY: CAL, JSC
 CHECKED BY: BUILDING I
 ELEVATIONS



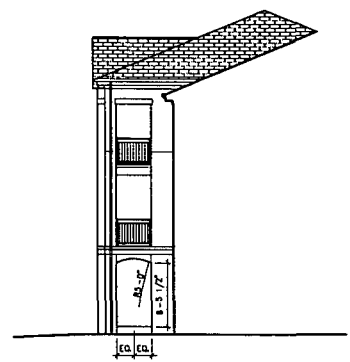
02 BUILDING I - REAR ELEVATION
 Scale 5 10 20



01 BUILDING I - FRONT ELEVATION
 Scale 5 10 20



04 SIDE ELEVATION Scale 5 10 20



03 SIDE ELEVATION Scale 5 10 20



TRUSS BEARING
9'-1 1/2"
3RD FLOOR
SUBFLOOR
10'-8 1/4"
2ND FLOOR
SUBFLOOR
10'-8 1/4"
GROUND FLOOR
FTE = 13' ASL

02 BUILDING I - SIDE ELEVATION Scale 5 10 20



MAX. BUILDING HEIGHT
43'-0" ABOVE GRADE
TRUSS BEARING
9'-1 1/2"
3RD FLOOR
SUBFLOOR
10'-8 1/4"
2ND FLOOR
SUBFLOOR
10'-8 1/4"
GROUND FLOOR
FTE = 13' ASL

01 BUILDING I - SIDE ELEVATION Scale 5 10 20



PROJECT 04179
DATE 10.25.2008
EXHIBIT D
REVISIONS DATE
DRAWN BY E.M. TSD
CHECKED BY J.C.
BUILDING I
ELEVATIONS



02 BUILDING II - REAR ELEVATION

Scale 5 10 20



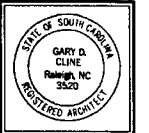
01 BUILDING II - FRONT ELEVATION

Scale 5 10 20



325 N. Harrington St.
Raleigh, NC 27603
919/836 2413
919/836 1280 FAX
ClineDesign@comcast.com

One Belle Hall Horizontal
Property Regime
Mount Pleasant, South Carolina

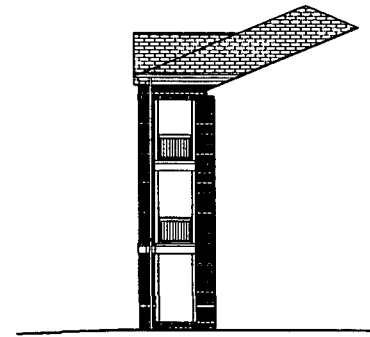


PROJECT: 04173
DATE: 10.20.2006
EXHIBIT D
REVISIONS: _____ DATE: _____
DRAWN BY: F.M., TSD
CHECKED BY: _____
BUILDING #
ELEVATIONS

**CLINE
DESIGN**

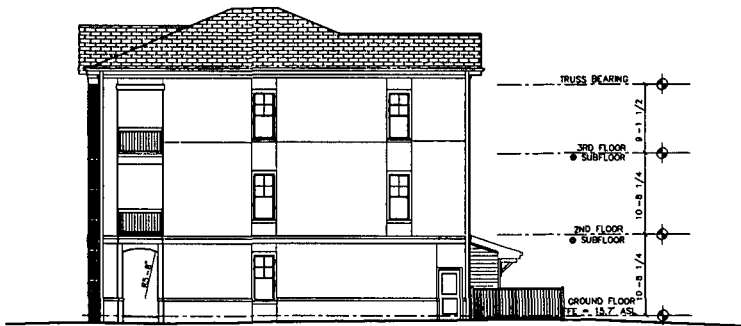
125 N. Hargett St.
Raleigh, NC 27603
919/836 6413
919/836 1280 FAX
ClineDesign@comcast.net

**One Belle Hall Horizontal
Property Regime**
Mount Pleasant, South Carolina



03 SIDE ELEVATION

Scale 5 10 20



02 BUILDING II - SIDE ELEVATION

Scale 5 10 20



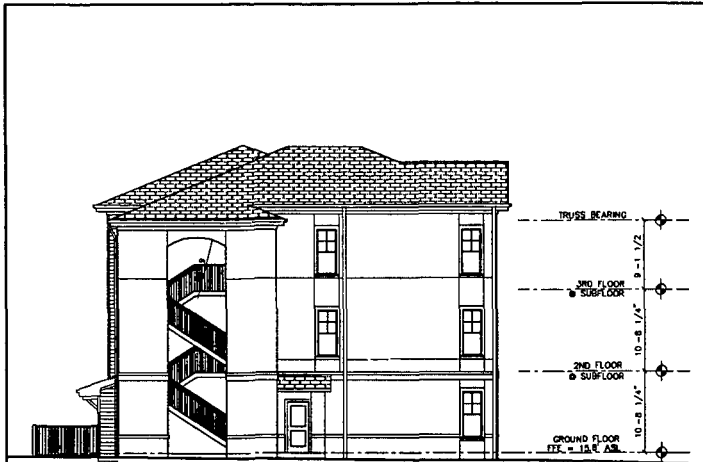
01 BUILDING II - SIDE ELEVATION

Scale 5 10 20



PROJECT 04178
DATE 10/20/2008
EXHIBIT D
REVISIONS DATE
DRAWN BY EML/TPD
CHECKED BY JC
BUILDING II
ELEVATIONS

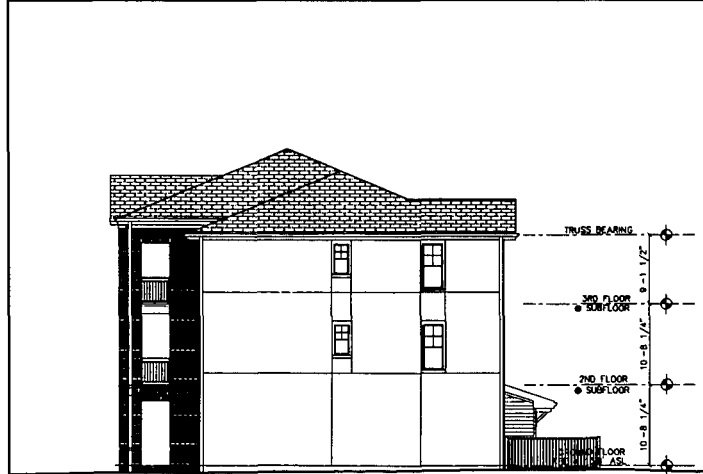
BR K 608PG297



04 BUILDING III - SIDE ELEVATION Scale 5 10 20



03 BUILDING III - REAR ELEVATION Scale 5 10 20



02 BUILDING III - SIDE ELEVATION Scale 5 10 20



01 BUILDING III - FRONT ELEVATION Scale 5 10 20

**CLINE
DESIGN**

125 N. Harrington St.
Raleigh, NC 27603
919/833 6413
919/854 1280 FAX
ClineDesign@verizon.net

One Belle Hall Horizontal
Property Regime
Mount Pleasant, South Carolina



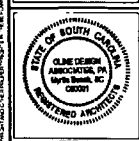
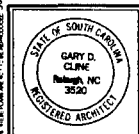
PROJECT: 04178
DATE: 10.20.2009
EXHIBIT D
REVISIONS: _____ DATE: _____
DRAWN BY: EJA, LTD.
CHECKED BY: _____ J.C.
BUILDINGS III
ELEVATIONS

867.9809 X VR

**CLINE
DESIGN**

125 N. Hargett St.
Raleigh, NC 27603
919/853 6413
919/856 1280 FAX
CLINE@CLINEDESIGN.COM

**One Belle Hall Horizontal
Property Regime**
Mount Pleasant, South Carolina



PROJECT: 04179
DATE: 10/20/2006
EXHIBIT D
REVISIONS: _____ DATE: _____
DRAWN BY: EML, TRD
CHECKED BY: JC
BUILDING IV
ELEVATIONS

BK K 608PG299



02 BUILDING IV - REAR ELEVATION

Scale 5 10 20



01 BUILDING IV - FRONT ELEVATION

Scale 5 10 20

**CLINE
DESIGN**

125 N. Hargett Street
Raleigh, NC 27603
919/833-6413
919/836-1280 FAX
ClineDesign@earthlink.net

**One Belle Hall Horizontal
Property Regime**
Mount Pleasant, South Carolina



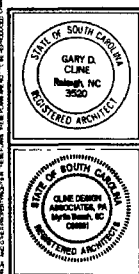
02 BUILDING IV - SIDE ELEVATION

Scale 5 10 20



01 BUILDING IV - SIDE ELEVATION

Scale 5 10 20



PROJECT: 04173

DATE: 10.20.2006

EXHIBIT D

REVISION: DATE:

DRAWN BY: EML TND

CHECKED BY: JC

BUILDING IV

ELEVATIONS

K 608P6300

BK K 608PG301



One Belle Hall Horizontal Property Regime

THIS IS INTEND FOR GRAPHIC PURPOSES ONLY

Mount Pleasant, South Carolina

Architect's Certification

The undersigned Architect, Gary D. Cline, South Carolina Registration No 3520, authorized and licensed to practice in the State of South Carolina, hereby certifies that an authorized representative from Cline Design Associates, PA has visited the site known as One Belle Hall Horizontal Property Regime, and viewed the property and to the best of his knowledge, information, and belief, hereby certifies that these plans comply with the provisions of Section 27-31-110 of the South Carolina Horizontal Property Act and that these plans accurately reflect the dimensions, areas, and locations of the Units and the Common Elements affording access to the Units as depicted on the Construction Documents provided for construction of the above referenced property

Floor Plans and Elevations for One Belle Hall Horizontal Property Regime attached to the Master Deed as Exhibit "D" Page 1 through 14

Witness my Hand and Seal this 6 day of DECEMBER, 2006

WITNESSES

[Signature]
[Signature]
Registration No 3520

STATE OF NORTH CAROLINA)
COUNTY OF WAKE) ACKNOWLEDGMENT

I, Heather Lynn Reaves (Notary Public), do hereby certify that

Gary D. Cline personally appeared before me this day and acknowledged the due execution of the foregoing instrument

Witness my hand and seal this 6 day of December, 2006

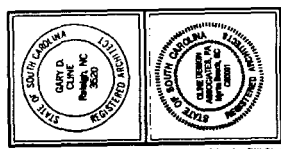
[Signature]
Notary Public for North Carolina
My Commission Expires 6-10-08

1 of 14
HEATHER LYNN REAVES
Notary Public
Wake County, NC
My Commission Expires 6-10-08

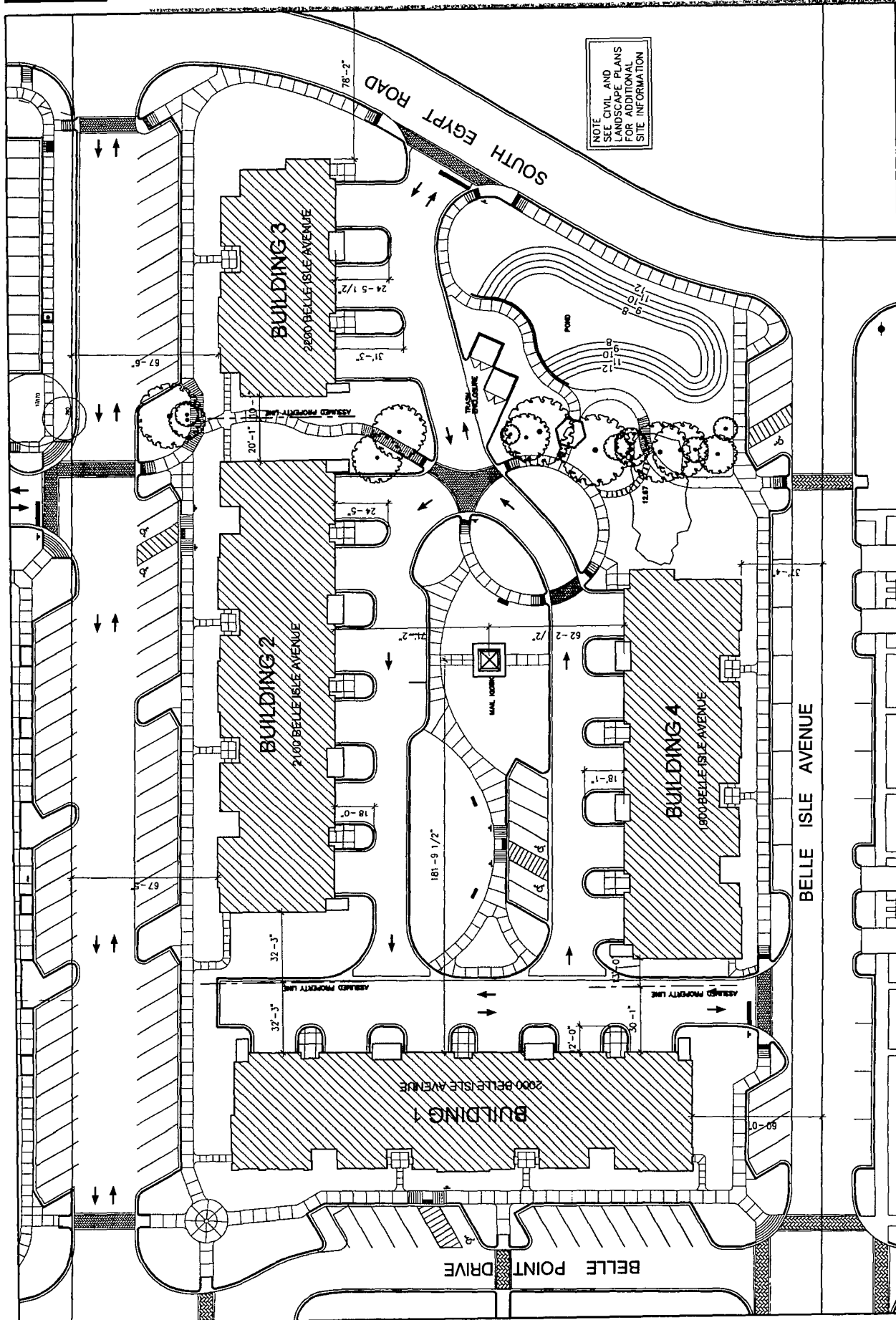


**Belle Hall
Direct 101
Limited
Partnership, a
Texas limited
partnership.**

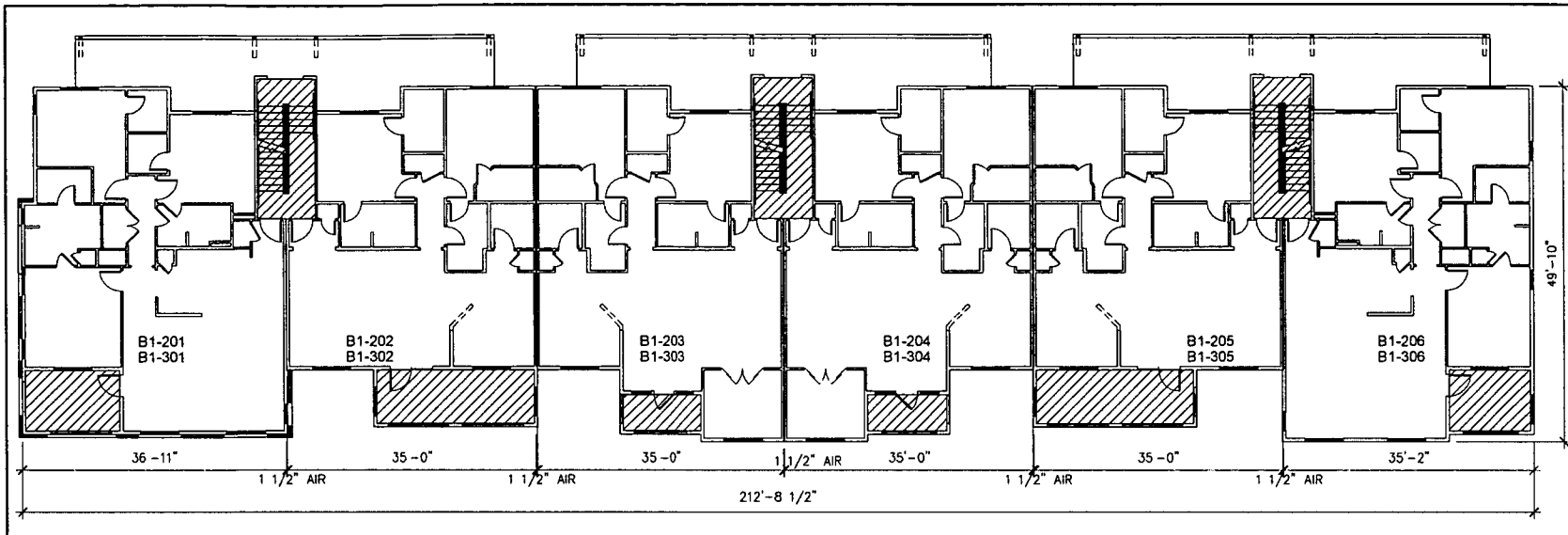
ARCHITECT	<u>CLINE DESIGN ASSOCIATES, PA</u> Raleigh North Carolina
CIVIL ENGINEER	<u>SEAMON, WHITESIDE & ASSOCIATES, INC</u> Mt Pleasant, SC
LANDSCAPE ARCHITECT	<u>SEAMON, WHITESIDE & ASSOCIATES, INC</u> Mt. Pleasant, SC
STRUCTURAL ENGINEER	<u>STEWART ENGINEERING, INC</u> Morrisville North Carolina
PLUMBING ENGINEER	<u>LIGHTHOUSE ENGINEERING</u> Raleigh North Carolina
MECHANICAL ENGINEER	<u>LIGHTHOUSE ENGINEERING</u> Raleigh North Carolina
ELECTRICAL ENGINEER	<u>LIGHTHOUSE ENGINEERING</u> Raleigh North Carolina



PROJECT NO.	DATE
DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE



Scale 1" = 20' 40'



LEGEND

COMMON ELEMENT (CE)

LIMITED COMMON ELEMENTS (LCE)

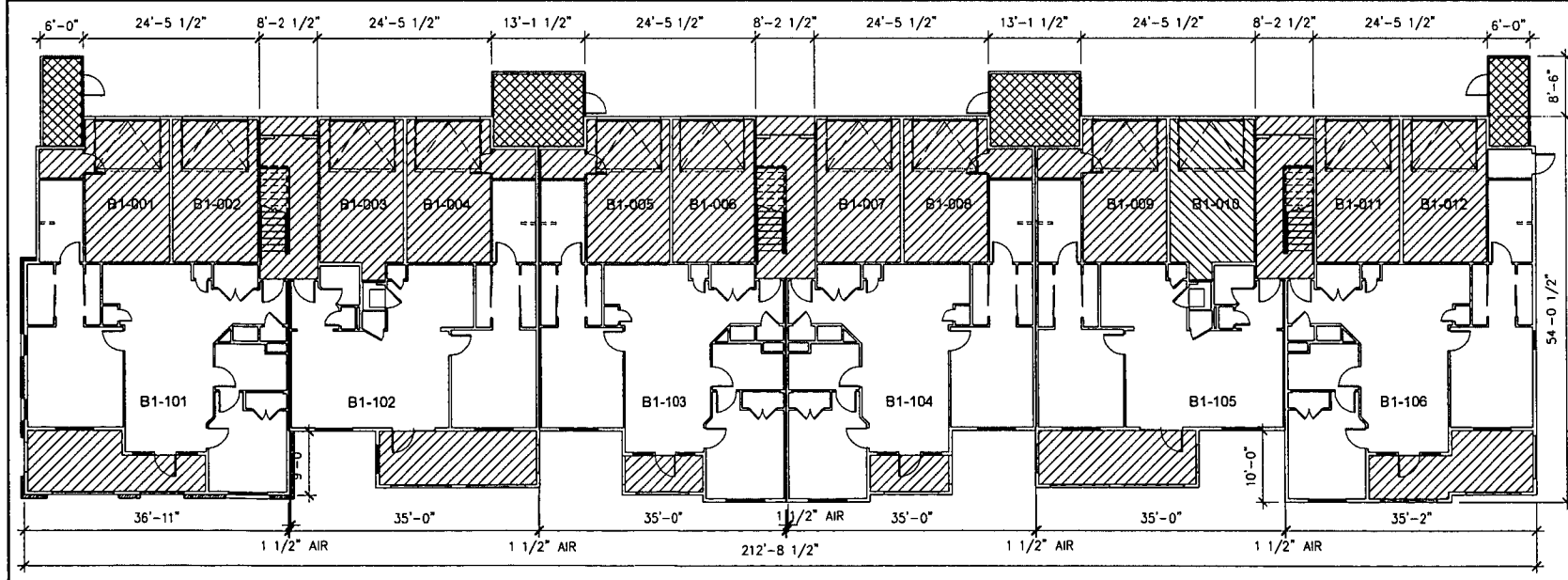
THIS FLOOR PLAN AND THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD DO HIS/HER OWN INVESTIGATION AS TO THE DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT.

UNIT TABULATIONS

UNIT B1-201	GROSS SF	1091 SF
	UNIT LCE SF	172 SF
UNIT B1-202 105	GROSS SF	891 SF
	UNIT LCE SF	167 SF
UNIT B1-203, 104	GROSS SF	1056 SF
	UNIT LCE SF	57 SF
UNIT B1-206	GROSS SF	1063 SF
	UNIT LCE SF	168 SF
UNIT B1-201, 301	GROSS SF	1540 SF
	UNIT LCE SF	112 SF
UNIT B1-202, 205, 302, 305	GROSS SF	1283 SF
	UNIT LCE SF	167 SF
UNIT B1-203, 204, 303, 304	GROSS SF	1440 SF
	UNIT LCE SF	57 SF
UNIT B1-206, 306	GROSS SF	1521 SF
	UNIT LCE SF	98 SF

02 BUILDING I - SECOND & THIRD FLOOR PLAN/LOWER ROOF PLAN

Scale 5 10 20



BUILDING TABULATIONS

BUILDING #1	TOTAL CE	390 SF
	TOTAL LCE	5427 SF
FLOOR 1 TOTAL	GROSS SF (INC CE & LCE)	11016 SF
FLR 2&3	TOTAL GROSS SF (INC CE & LCE)	9767 SF
TOT GROSS SF	(INC CE & LCE)	30550 SF

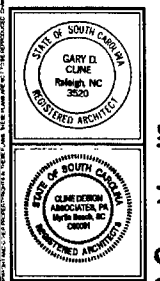
01 BUILDING I - FIRST FLOOR PLAN

Scale 5 10 20



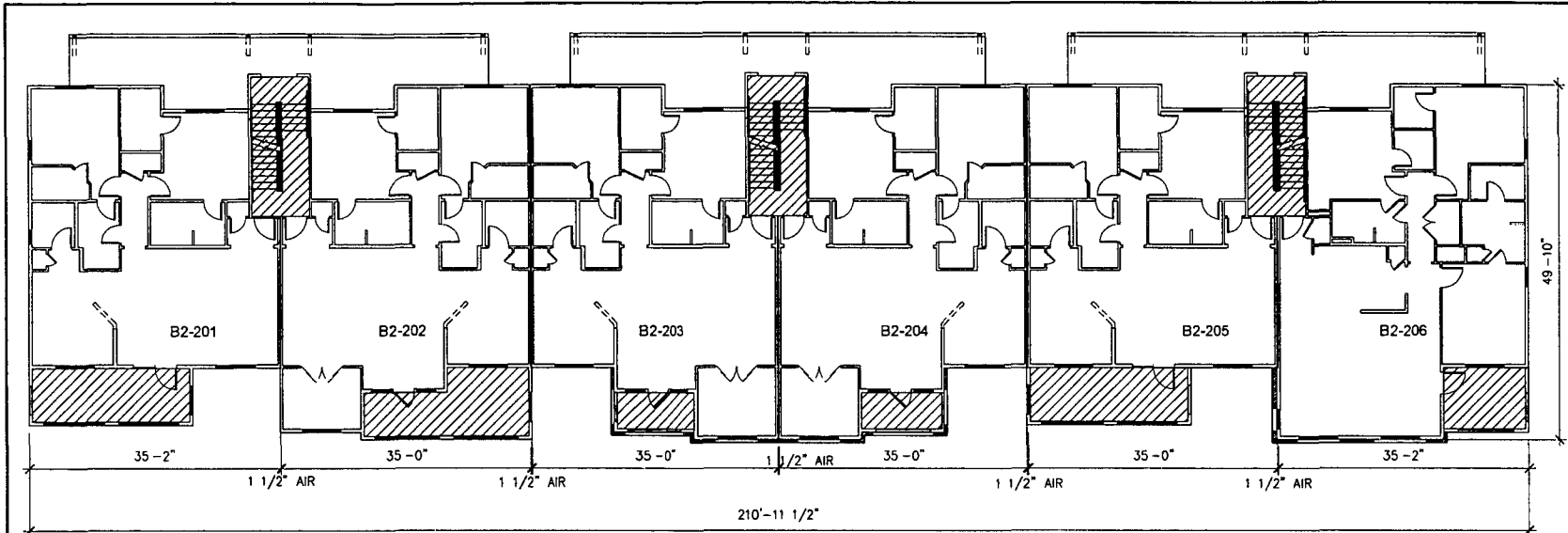
125 N. Harrington St
Raleigh, NC 27603
919/833-6413
919/836-1290 FAX
ClineDesign@verizon.com

One Belle Hall Horizontal
Property Regime
Mount Pleasant, South Carolina



PROJECT: 04179
DATE: 10.20.2006
EXHIBIT D
REVISIONS: _____ DATE: _____
DRAWN BY: EML, TSC
CHECKED BY: _____
BUILDING I PLANS

BK K 608PG303



LEGEND

COMMON ELEMENT (CE)

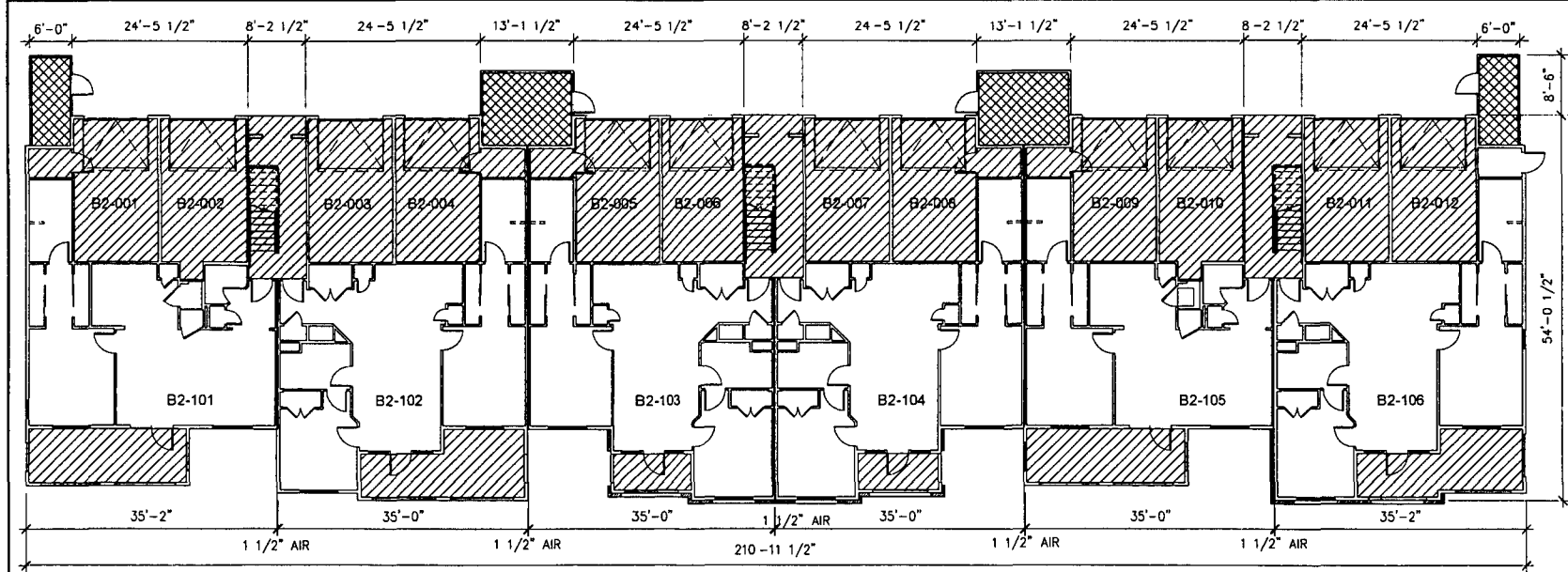
LIMITED COMMON ELEMENT (LCE)

THIS FLOOR PLAN AND THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD DO HIS/HER OWN INVESTIGATION AS TO THE DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT

UNIT TABULATIONS	
UNIT B2-101 105	
GROSS SF	894 SF
UNIT LCE SF	167 SF
UNIT B2-102	
GROSS SF	1045 SF
UNIT LCE SF	178 SF
UNIT B2-103 104	
GROSS SF	1056 SF
UNIT LCE SF	57 SF
UNIT B2-106	
GROSS SF	1045 SF
UNIT LCE SF	168 SF
UNIT B2-201, 205, 304	
GROSS SF	1287 SF
UNIT LCE SF	167 SF
UNIT B2-202 301	
GROSS SF	1429 SF
UNIT LCE SF	180 SF
UNIT B2-203, 302 204, 303	
GROSS SF	1440 SF
UNIT LCE SF	57 SF
UNIT B2-206 305	
GROSS SF	1521 SF
UNIT LCE SF	98 SF

02 BUILDING II - SECOND FLOOR PLAN/LOWER ROOF PLAN

Scale 5 10 20



BUILDING TABULATIONS	
BUILDING #2	
TOTAL CE	390 SF
TOTAL LCE	6284 SF
FLOOR 1 TOTAL GROSS SF (INC CE & LCE)	10950 SF
FLOOR 2 TOTAL GROSS SF (INC CE & LCE)	9583 SF
FLOOR 3 TOTAL GROSS SF (INC CE & LCE)	8098 SF
TOT GROSS SF (INC CE & LCE)	28811 SF

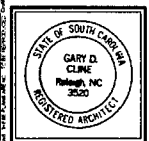
01 BUILDING II - FIRST FLOOR PLAN

Scale 5 10 20



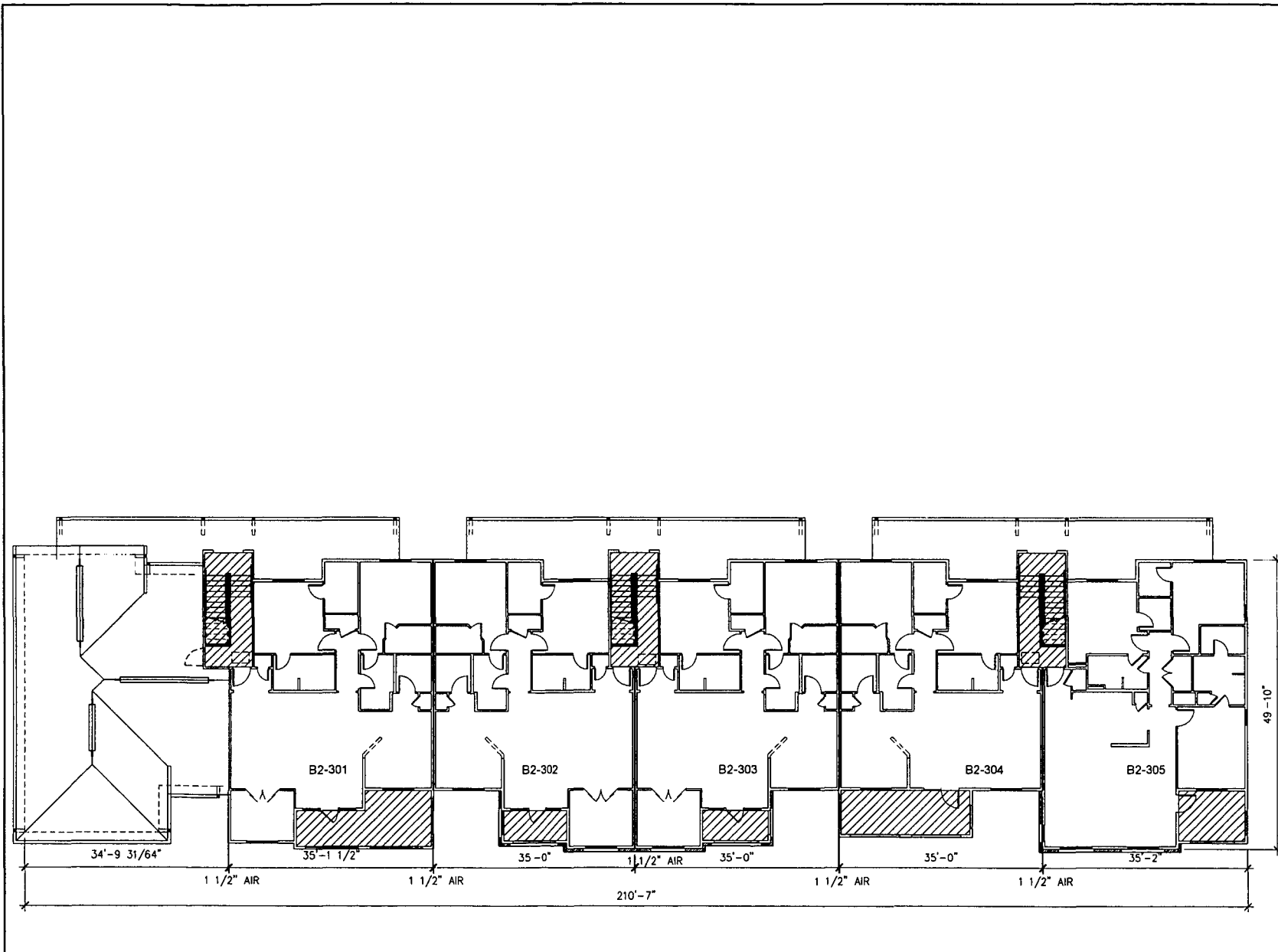
125 N. Hargett Street
Raleigh, NC 27603
919/833 5413
919/836 1280 FAX
ClineDesign.com

One Belle Hall Horizontal
Property Regime
Mount Pleasant, South Carolina



PROJECT: 04178
DATE: 10.20.2006
EXHIBIT D
DRAWN BY: EML: TSD
CHECKED BY: JLD
BUILDING 1 PLANS

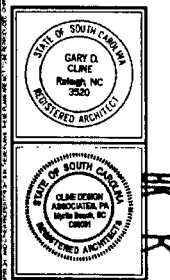
BK K 608pg304



LEGEND	
	COMMON ELEMENT (CE)
	LIMITED COMMON ELEMENT (LCE)
THIS FLOOR PLAN AND THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD DO HIS/HER OWN INVESTIGATION AS TO THE DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT.	
UNIT TABULATIONS	
UNIT B2-101 105	GROSS SF 894 SF UNIT LCE SF 167 SF
UNIT B2-102	GROSS SF 1045 SF UNIT LCE SF 178 SF
UNIT B2-103 104	GROSS SF 1056 SF UNIT LCE SF 57 SF
UNIT B2-106	GROSS SF 1045 SF UNIT LCE SF 168 SF
UNIT B2-201, 205, 304	GROSS SF 1287 SF UNIT LCE SF 167 SF
UNIT B2-202 301	GROSS SF 1429 SF UNIT LCE SF 180 SF
UNIT B2-203, 302 204 303	GROSS SF 1440 SF UNIT LCE SF 57 SF
UNIT B2-206 305	GROSS SF 1521 SF UNIT LCE SF 98 SF
BUILDING TABULATIONS	
BUILDING #2-	TOTAL CE 390 SF TOTAL LCE 6284 SF
FLOOR 1 TOTAL	GROSS SF 10950 SF (INC CE & LCE)
FLOOR 2 TOTAL	GROSS SF 9583 SF (INC CE & LCE)
FLOOR 3 TOTAL	GROSS SF 8098 SF (INC CE & LCE)
TOT GROSS SF	28611 SF (INC CE & LCE)



**One Belle Hall Horizontal
Property Regime**
Mount Pleasant, South Carolina

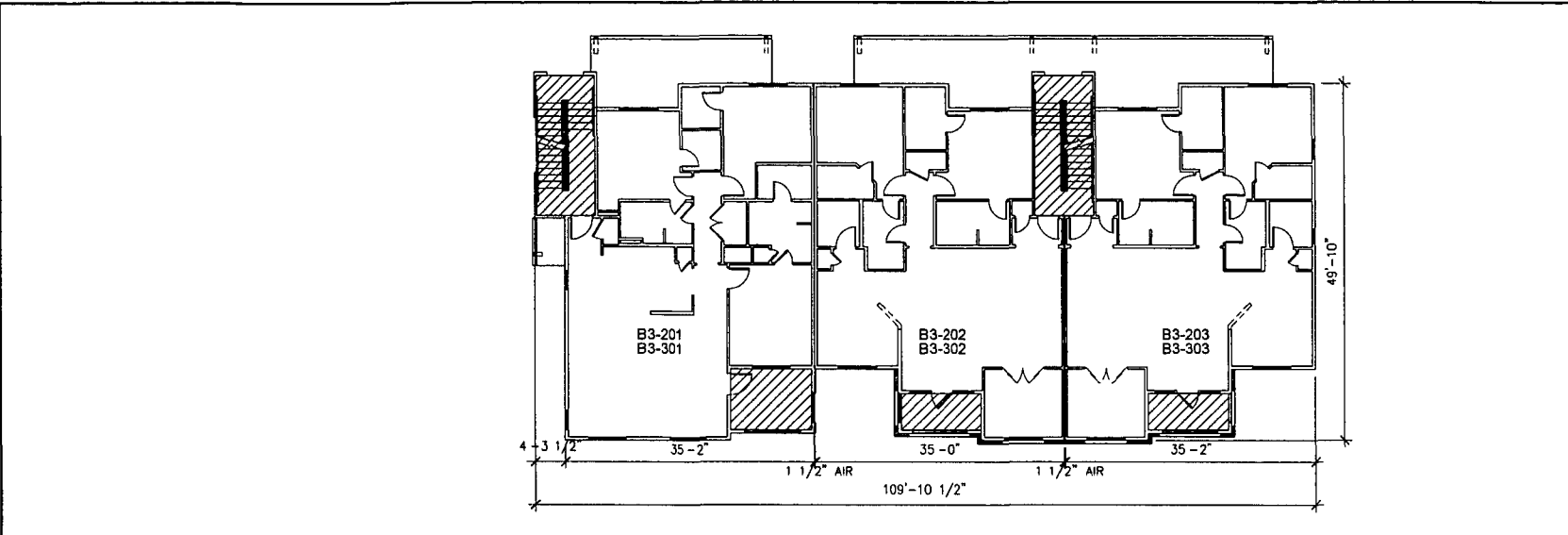


PROJECT: 04179
DATE: 10.20.2006
EXHIBIT D
REVISIONS: _____ DATE: _____
DRAWN BY: _____ EML:TDJ
CHECKED BY: _____ JG
BUILDING # PLANS

01 BUILDING II - THIRD FLOOR PLAN/LOWER ROOF PLAN

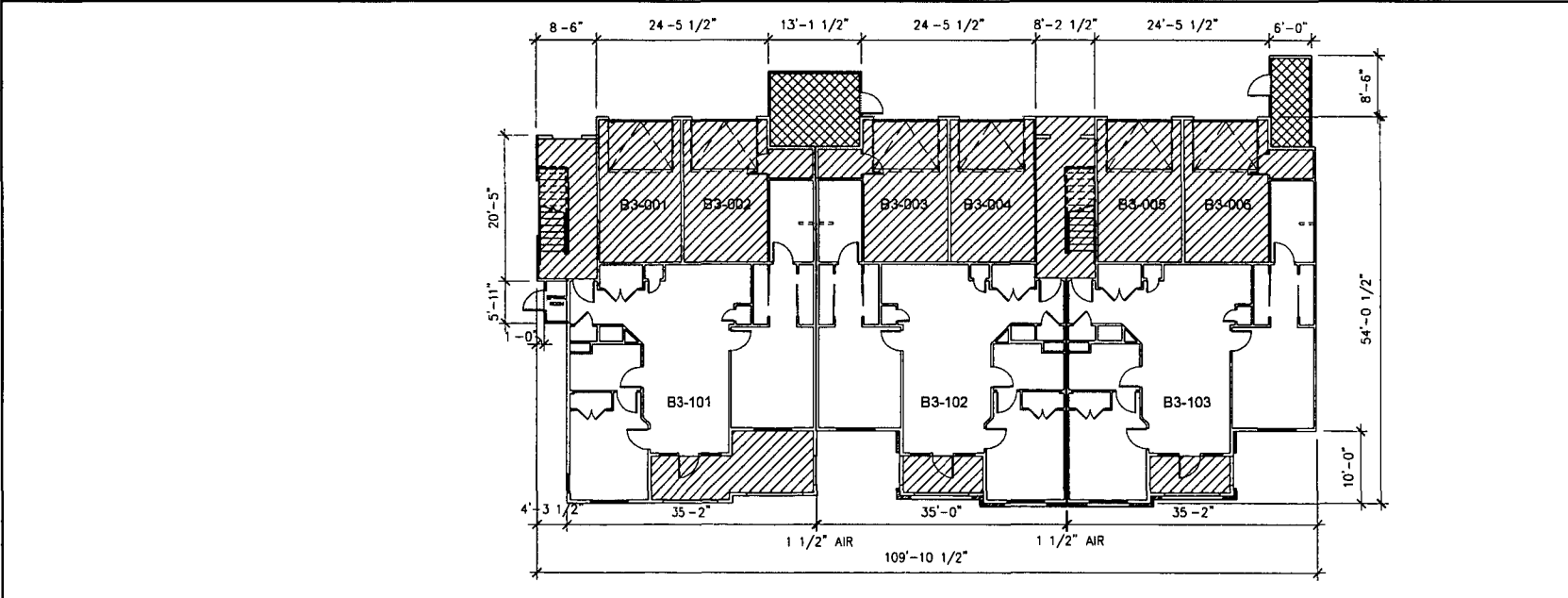
Scale

BR K 60806305



02 BUILDING III - SECOND & THIRD FLOOR PLAN

Scale 5 10 20



01 BUILDING III - FIRST FLOOR PLAN

Scale 5 10 20

LEGEND

COMMON ELEMENT (CE)

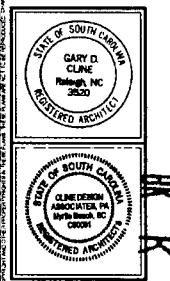
LIMITED COMMON ELEMENT (LCE)

THIS FLOOR PLAN AND THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD DO HIS/HER OWN INVESTIGATION AS TO THE DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT

UNIT TABULATIONS	
UNIT B3-102, 103	
GROSS SF	1056 SF
UNIT LCE SF	57 SF
UNIT B3-101	
GROSS SF	1059 SF
UNIT LCE SF	168 SF
UNIT B3-202, 302, 203, 303	
GROSS SF	1440 SF
UNIT LCE SF	57 SF
UNIT B3-201, 301	
GROSS SF	1520 SF
UNIT LCE SF	98 SF
BUILDING TABULATIONS	
BUILDING #3	
TOTAL CE	195 SF
TOTAL LCE	2972 SF
FLOOR 1 TOTAL	
GROSS SF	5633 SF
(INC CE & LCE)	
FLOOR 2&3 TOTAL	
GROSS SF	4887 SF
(INC CE & LCE)	
TOT GROSS SF	15407 SF
(INC CE & LCE)	

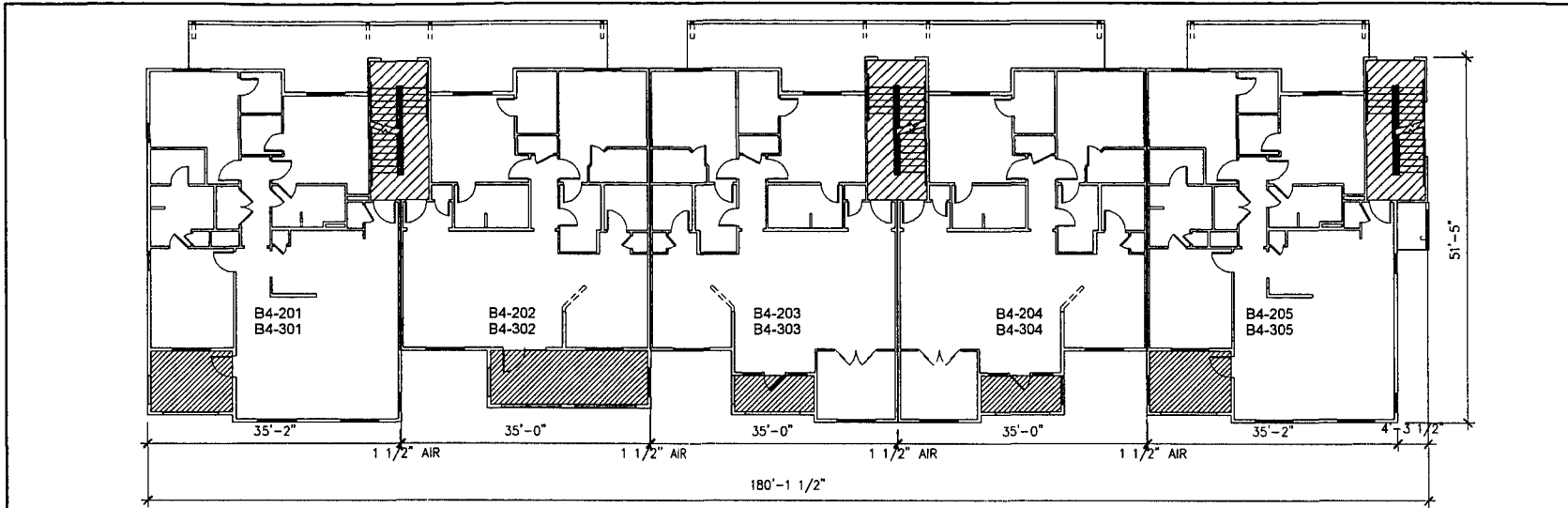


One Belle Hall Horizontal Property Regime
Mount Pleasant, South Carolina



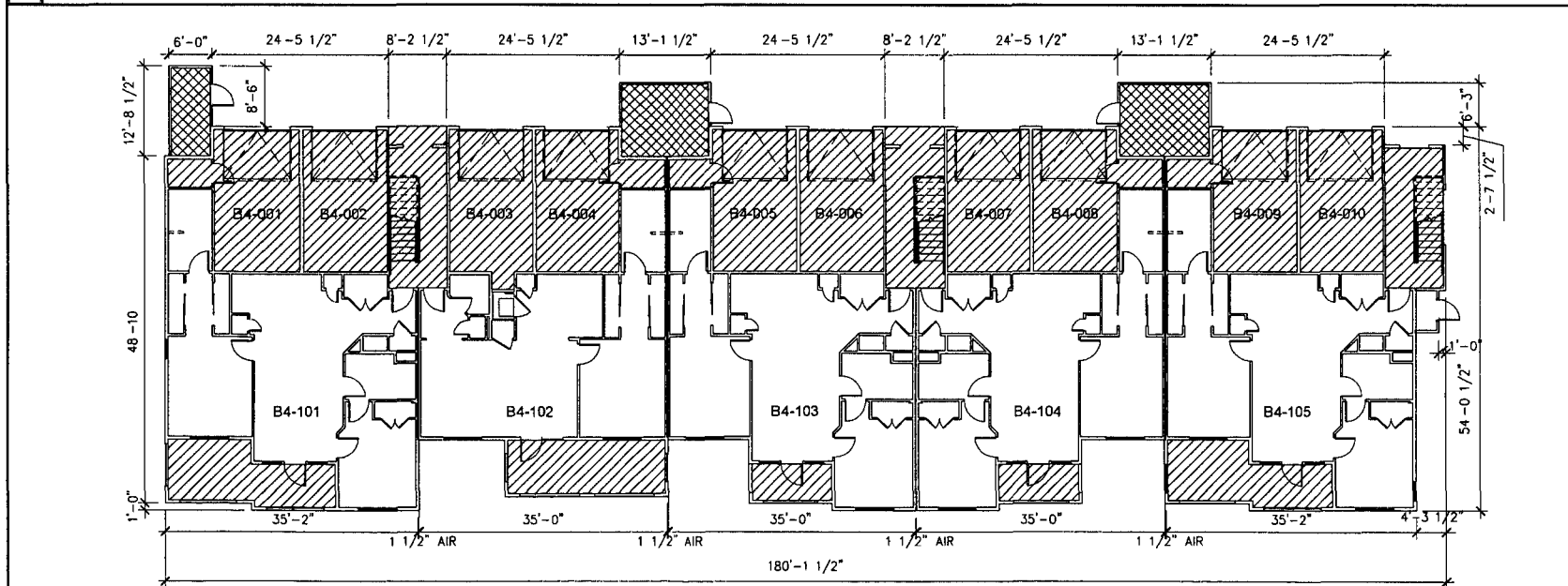
PROJECT: 04178
DATE: 10.20.2009
EXHIBIT D
REVISIONS: _____ DATE: _____
DRAWN BY: EML/BJE
CHECKED BY: _____
BUILDING III PLANS

60896306



02 BUILDING IV - SECOND & THIRD FLOOR PLAN/LOWER ROOF PLAN

Scale 5 10 20



01 BUILDING IV - FIRST FLOOR PLAN

Scale 5 10 20

LEGEND
 [Cross-hatched] COMMON ELEMENT (CE)
 [Diagonal lines] LIMITED COMMON ELEMENT (LCE)

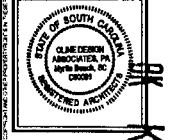
THIS FLOOR PLAN AND THE DIMENSIONS AND/OR THE SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATION REGARDING THIS FLOOR PLAN SHOULD DO HIS/HER OWN INVESTIGATION AS TO THE DIMENSIONS, MEASUREMENTS AND SQUARE FOOTAGE OF THE UNIT.

UNIT TABULATIONS	
UNIT B4-101, 105	
GROSS SF	1061 SF
UNIT LCE SF	168 SF
UNIT B4-102	
GROSS SF	891 SF
UNIT LCE SF	169 SF
UNIT B4-103, 104	
GROSS SF	1056 SF
UNIT LCE SF	57 SF
UNIT B4-201, 205, 305	
GROSS SF	1521 SF
UNIT LCE SF	98 SF
UNIT B4-202, 302	
GROSS SF	1283 SF
UNIT LCE SF	167 SF
UNIT B4-203, 303, 204, 304	
GROSS SF	1439 SF
UNIT LCE SF	57 SF
BUILDING TABULATIONS	
BUILDING #4	
TOTAL CE	323 SF
TOTAL LCE	4957 SF
FLOOR 1 TOTAL GROSS SF (INC CE & LCE)	9320 SF
FLOOR 2&3 TOTAL GROSS SF (INC CE & LCE)	8100 SF
TOT GROSS SF (INC CE & LCE)	25520 SF



2537 Hargett St
 Raleigh, NC 27603
 919/833 6415
 919/836 1280 FAX
 FloorDesign@comcast.net

**One Belle Hall Horizontal
 Property Regime**
 Mount Pleasant, South Carolina



PROJECT #4178
 DATE 10.20.2009
 EXHIBIT D
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 BUILDING IV PLANS



02 BUILDING I - REAR ELEVATION

Scale 5 10 20



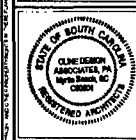
01 BUILDING I - FRONT ELEVATION

Scale 5 10 20

**CLINE
DESIGN**

125 N. Huntington St.
Raleigh, NC 27603
919/833 6413
919/836 1289 FAX
ClineDesign@vcc.com

One Belle Hall Horizontal
Property Regime
Mount Pleasant, South Carolina



PROJECT: 04178
DATE: 10.20.2008
EXHIBIT D
REVISIONS: _____ DATE: _____
DRAWN BY: _____ EML 170
CHECKED BY: _____ JPC
BUILDING I
ELEVATIONS

BK K 608PG308

**CLINE
DESIGN**

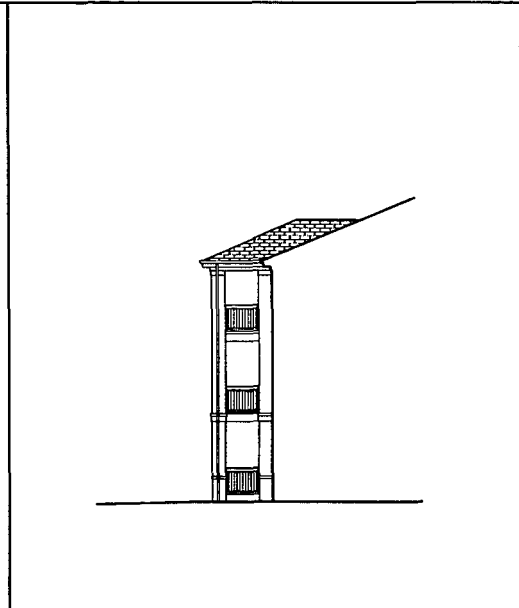
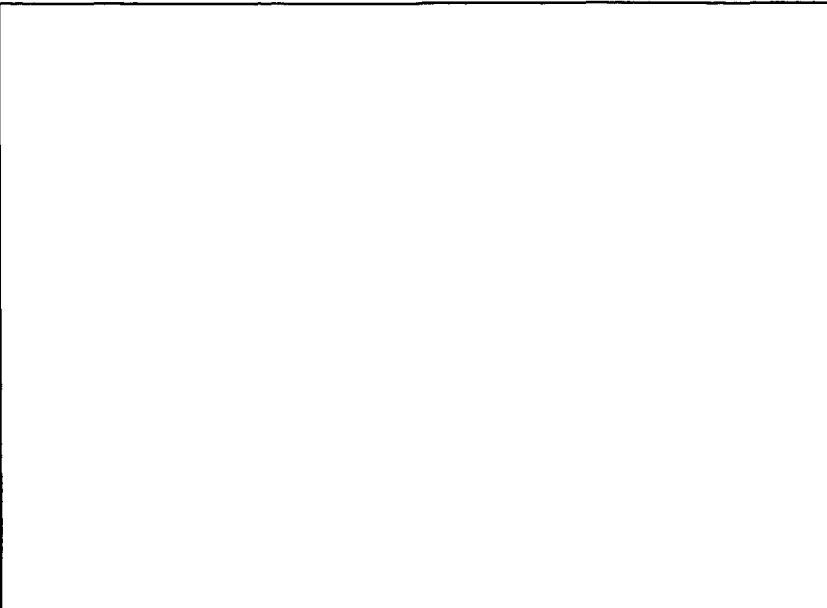
125 N. Hargett St.
Raleigh, NC 27603
919/835 6413
919/836 1280 FAX
ClineDesign@nc.rr.com

**One Belle Hall Horizontal
Property Regime**
Mount Pleasant, South Carolina

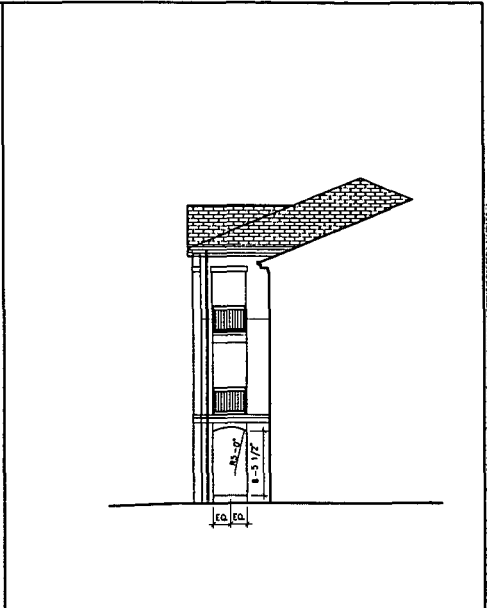


PROJECT: 04178
DATE: 10.20.2006
EX-HIBIT D
REVISIONS _____ DATE _____
DRAWN BY _____ E.M., TSD
CHECKED BY _____ J.C.
BUILDING I
ELEVATIONS

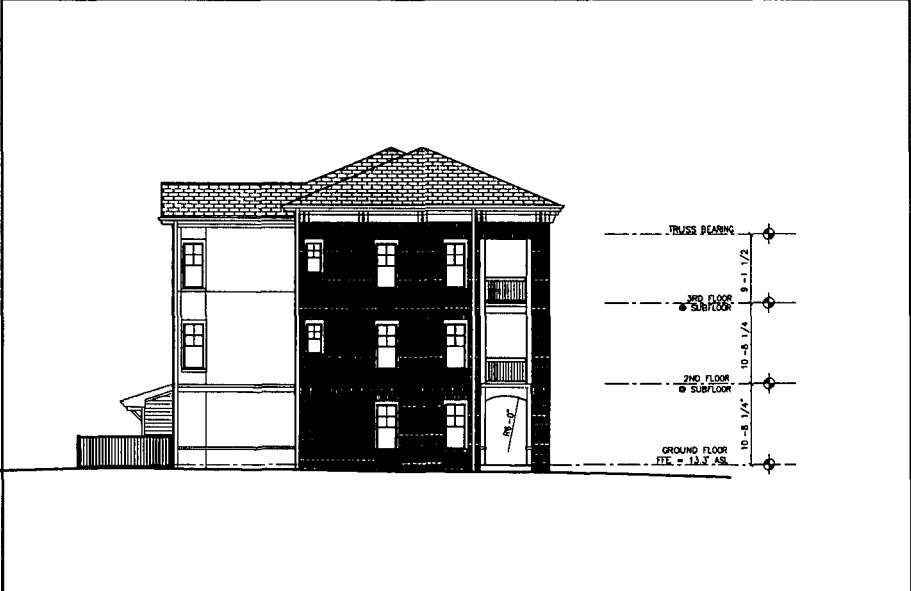
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04 SIDE ELEVATION Scale 5 10 20



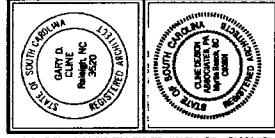
03 SIDE ELEVATION Scale 5 10 20



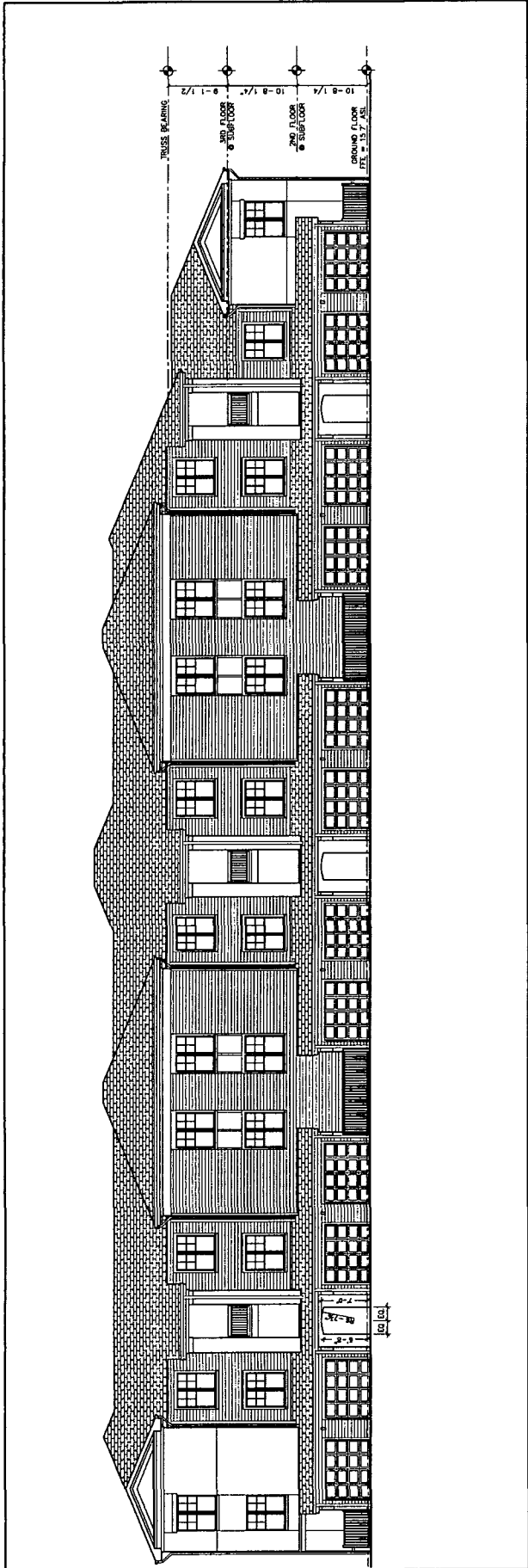
02 BUILDING I - SIDE ELEVATION Scale 5 10 20



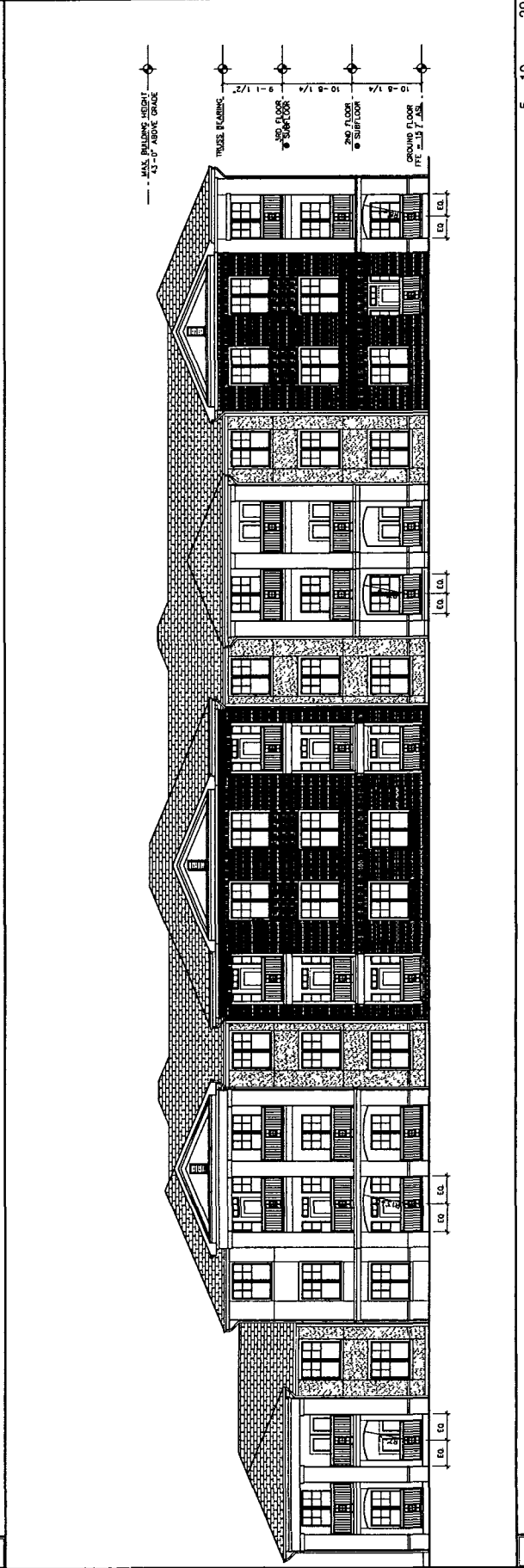
01 BUILDING I - SIDE ELEVATION Scale 5 10 20



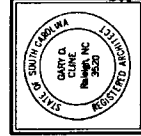
PROJECT: 24179
 DATE: 02/20/08
 EXHIBIT: D
 REVISIONS: _____ DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 BUILDING I ELEVATIONS



02 BUILDING II - REAR ELEVATION

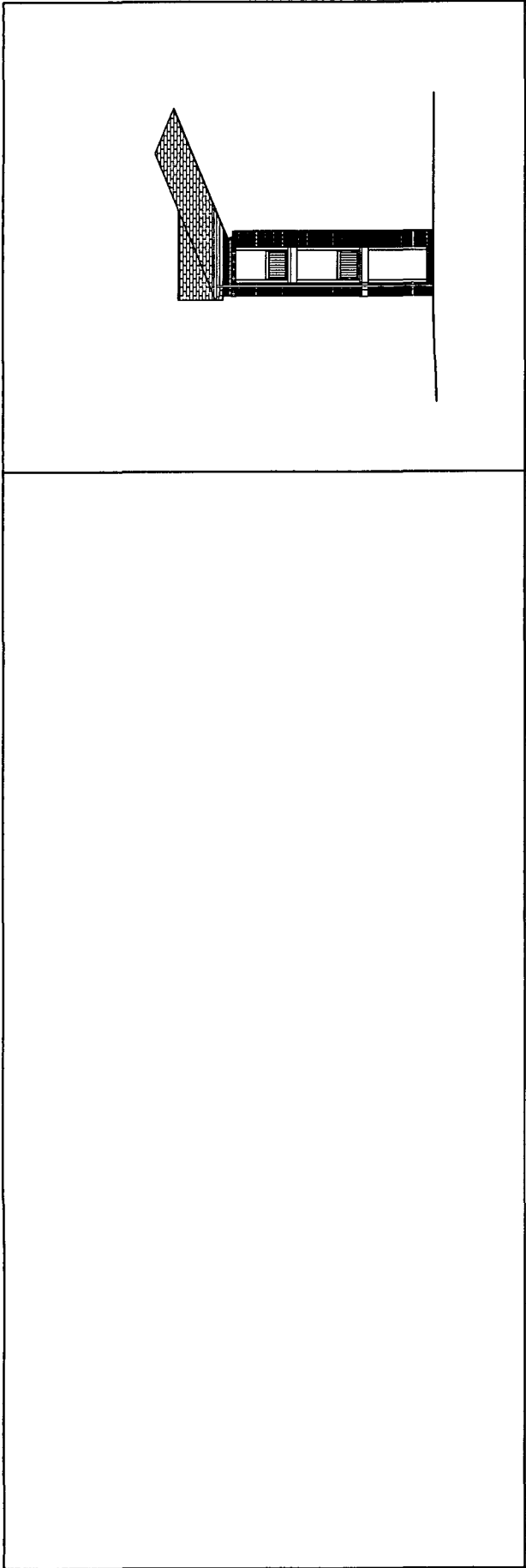


01 BUILDING II - FRONT ELEVATION

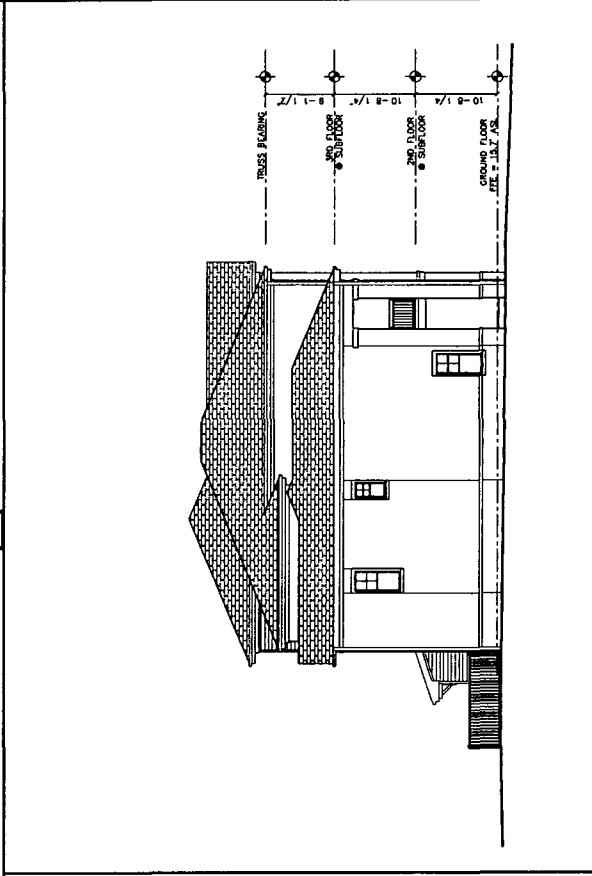


PROJECT: 04179
 DATE: 03/2008
 EXHIBIT: D
 SYSTEMS
 DRAWN BY: J.M. T...
 CHECKED BY: BUILDING I
 ELEVATIONS

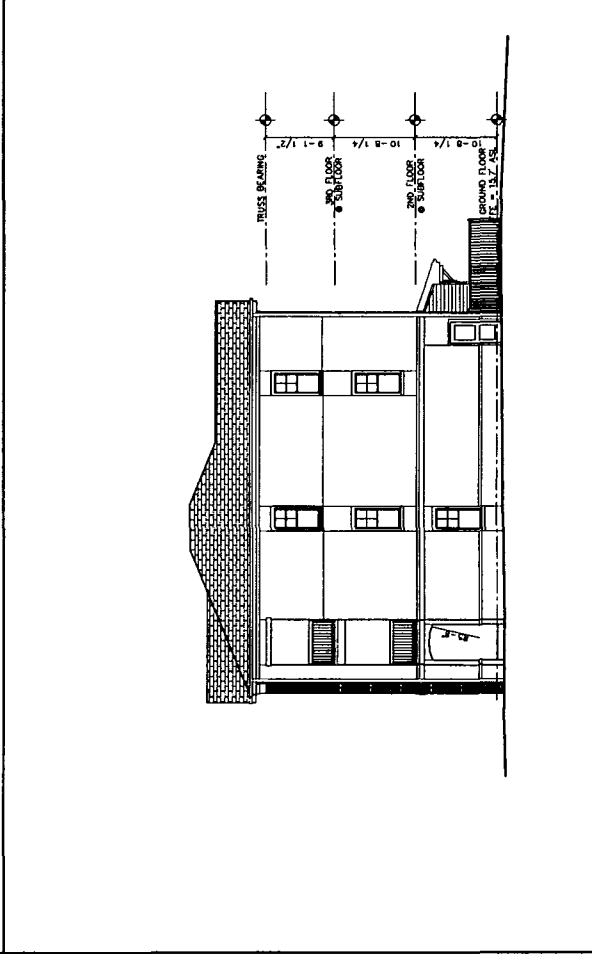
BK K 608 PG 311



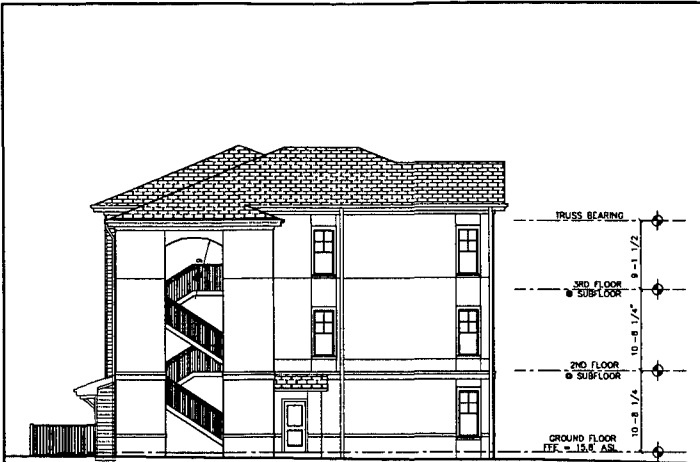
03 SIDE ELEVATION Scale 0 5 10 20



01 BUILDING II - SIDE ELEVATION Scale 0 5 10 20



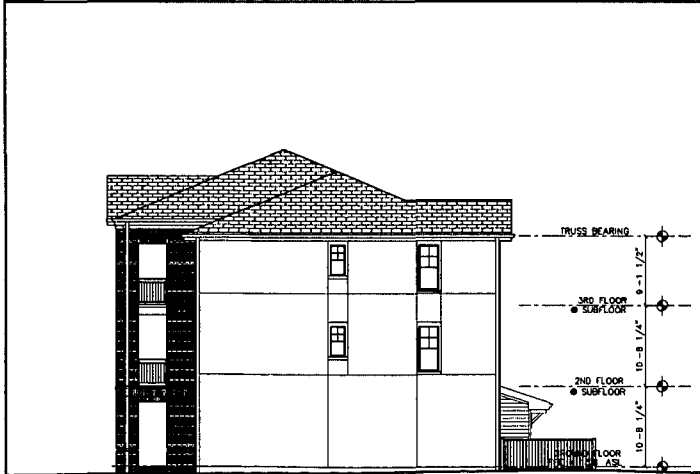
02 BUILDING II - SIDE ELEVATION Scale 0 5 10 20



04 BUILDING III - SIDE ELEVATION Scale 5 10 20



03 BUILDING III - REAR ELEVATION Scale 5 10 20



02 BUILDING III - SIDE ELEVATION Scale 5 10 20

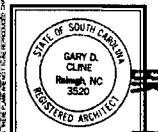


01 BUILDING III - FRONT ELEVATION Scale 5 10 20

CLINE DESIGN

125 N. Harrington St.
Raleigh, NC 27603
919/833 6413
919/856 1280 FAX
ClineDesign@comcast.net

One Belle Hall Horizontal
Property Regime
Mount Pleasant, South Carolina



PROJECT: 04179
DATE: 10.20.2009
EXHIBIT D
REVISIONS
DRAWN BY: CHL/TSB
CHECKED BY:
BUILDING III
ELEVATIONS

**CLINE
DESIGN**

125 N. Harrington St.
Raleigh, NC 27601
919/853 6413
919/856 1280 FAX
ClineDesign@net.net

**One Belle Hall Horizontal
Property Regime**
Mount Pleasant, South Carolina

BK K 608P6313



PROJECT: 04179
DATE: 10.20.2000
EXHIBIT D
REVISIONS: _____ DATE: _____
DRAWN BY: EML, TSD
CHECKED BY: JAC
BUILDING IV ELEVATIONS



02 BUILDING IV - REAR ELEVATION

Scale 5 10 20



01 BUILDING IV - FRONT ELEVATION

Scale 5 10 20

**CLINE
DESIGN**

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One Belle Hall Horizontal
Property Regime
Mount Pleasant, South Carolina
PK K 608PG314



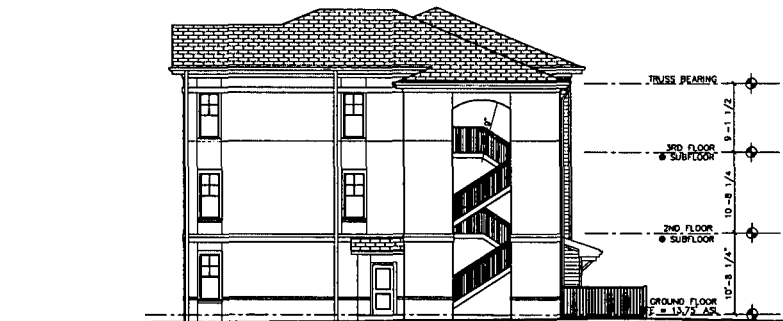
PROJECT: 04179
DATE: 10.20.2006
EXHIBIT D
REVISIONS: _____ DATE: _____

DRAWN BY: EML, TSD
CHECKED BY: _____
BUILDING IV
ELEVATIONS



02 BUILDING IV - SIDE ELEVATION

Scale 20



01 BUILDING IV - SIDE ELEVATION

Scale 20

BK K 608PG315

EXHIBIT "E"

Bylaws

[ATTACHED]

EXHIBIT "E"

BYLAWS

OF

ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.

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BYLAWS
OF
ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.

Article I
General

Section 1 Applicability These Bylaws provide for the self-government of One Belle Hall Property Owners Association, Inc , in accordance with provisions § 27-31-10, *et seq* of the South Carolina Code of Laws, 1976, as may be amended from time to time, the Articles of Incorporation filed with the Secretary of State and the Master Deed for One Belle Hall Horizontal Property Regime, recorded in the RMC Office for Charleston County, South Carolina (“Master Deed”).

Section 2. Name. The name of the corporation is One Belle Hall Property Owners Association, Inc (“Association”)

Section 3 Definitions The terms used herein shall have their generally accepted meanings or such meanings as are specified in Paragraph 2 of the Master Deed.

Section 4 Membership An Owner of a Unit shall automatically become a member of the Association upon taking title to the Unit and shall remain a member for the entire period of ownership. As may be more fully provided below, a member’s spouse or Domestic Partner may exercise the powers and privileges of the member If title to a Unit is held by more than one (1) Person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per Unit Membership does not include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner’s membership Membership shall be appurtenant to the Unit and shall be transferred automatically by conveyance of that Unit and may be transferred only in connection with the transfer of title

Section 5 Entity Members In the event an Owner is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust, manager of a limited liability company or representative of such other legal entity shall be eligible to represent such entity or entities in the affairs of the Association, including, without limitation, serving on the Board of Directors of the Association Such person’s relationship with the Association shall terminate automatically upon the termination of such person’s relationship with the entity or entities which are the Owner, and termination of the person’s relationship with the Association will create a vacancy in any elected or appointed position within the Association in which such person may have been serving and such vacancy will be filled in accordance with these Bylaws.

Section 6. Voting. Each Unit shall be entitled to one (1) weighted vote, which vote shall be weighted according to the percentage interests set forth in Exhibit “B” to the Master Deed, which vote may be cast by the Owner, the Owner’s spouse or Domestic Partner, or by a lawful proxy as provided below When more than one (1) Person owns a Unit, the vote for such Unit shall be exercised as they determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any Unit If only one (1) co-owner attempts to cast the vote for a Unit, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for such Unit In the event of disagreement between or among co-owners and an attempt by two (2) or more of them to cast such vote or

votes, such Persons shall not be recognized and such vote or votes shall not be counted. No Owner shall be eligible to vote, either in person or by proxy, or to act as a proxy for any other member if that Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if the Owner has had its voting rights suspended for the infraction of any provision of the Master Deed, these Bylaws, or any rule of the Association. If the voting rights of an Owner have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a majority or a quorum.

Section 7 Majority. As used in these Bylaws, the term "majority" shall mean fifty-one percent (51%) or more of the basic value of the Regime, in accordance with the percentages set forth on Exhibit "B" of the Master Deed. Unless otherwise specifically stated, the words "majority vote" mean fifty-one percent (51%) or more of those voting in person or by proxy. Except as otherwise specifically provided in the Master Deed or these Bylaws, all decisions shall be by majority vote.

Section 8 Purpose. The Association shall have the responsibility of administering the Regime, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Regime and performing all of the other acts that may be required to be performed by the Association pursuant to the Act, the South Carolina Nonprofit Corporation Act of 1994 and the Master Deed. Except as to those matters which the Act, the Master Deed or the South Carolina Nonprofit Corporation Act of 1994 specifically require to be performed by the vote of the Association membership, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth below.

Section 9. Electronic Documents and Electronic Signatures.

(a) Electronic Documents. Whenever these Bylaws require that a document, record or instrument be "written" or "in writing," the requirement is deemed satisfied by an Electronic Document.

(b) Electronic Signatures. Whenever these Bylaws require a signature, an Electronic Signature satisfies that requirement only if: (1) the signature is easily recognizable as a Secure Electronic Signature which is capable of verification, under the sole control of the signatory, and attached to the electronic document in such a way that the document cannot be modified without invalidating the signature, or (2) the Board reasonably believes that the signatory affixed the signature with the intent to sign the Electronic Document, and that the Electronic Document has not been modified since the signature was affixed.

(c) Verification and Liability for Falsification. The Board may require reasonable verification of any Electronic Signature or Electronic Document. Pending verification, the Board may refuse to accept any Electronic Signature or Electronic Document that, in the Board's sole discretion, is not clearly authentic. Neither the Board nor the Association shall be liable to any Member or any other Person for accepting or acting in reliance upon an Electronic Signature or Electronic Document that the Board reasonably believes to be authentic. Any Member or Person who negligently, recklessly or intentionally submits any falsified Electronic Document or an unauthorized Electronic Signature shall fully indemnify the Association for actual damages, reasonable attorneys' fees and expenses incurred as a result of such acts.

Article II
Meetings of Members

BK K 608PG321

Section 1 Annual Meetings The regular annual meeting of the members shall be held during the fourth quarter of each year with the date, hour, and place to be set by the Board of Directors. No annual meeting of the Association shall be set on a legal holiday.

Section 2 Special Meetings Special meetings of the members may be called for any purpose at any time by the President or Secretary, by request of any two (2) members of the Board of Directors, or upon written petition of Owners holding at least five percent (5%) of the Total Association Vote. Any such written petition by the members must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of members have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition setting the date, time and location of the meeting (which is not required to be the date, time or location requested in any petition submitted to the Association), and the Secretary shall send notice of the meeting in accordance with these Bylaws. Any special meeting called pursuant to written petition shall be set within thirty (30) days of the date of the petition. If a special meeting is not called within such thirty (30) day period, the Person signing the written petition may set the time and the place of such special meeting and give notice pursuant to Section 3 below.

Section 3 Notice of Meetings It shall be the duty of the Secretary to mail or deliver to the record Owner of each Unit or to the Units a notice of each annual or special meeting of the Association at least twenty-one (21) days prior to each annual meeting and at least ten (10) days (or if notice is sent by other than first class mail or registered mail, thirty (30) days) prior to each special meeting. The notice shall state the purpose of any special meeting, as well as the time and place where it is to be held. The notice of an annual meeting shall state the time and place of the meeting and if any of the following items will be considered at such annual meeting, the notice shall also state such purpose: director conflict of interest; indemnification of officers, employees or agents, amendment of the Articles by directors and members, amendment of the Bylaws by directors and members, articles of merger; sale of assets other than in the regular course of activities, dissolution by incorporators, dissolution by directors and members, removal of directors, amendment to the Articles or Bylaws terminating members or redeeming or canceling membership (and if such amendment is to be considered, the notice to members proposing the amendment shall include one statement of up to five hundred (500) words opposing the proposed amendment if the statement is submitted by any five (5) members or members having three percent (3%) or more of the voting power, whichever is less, not later than twenty (20) days after the Board has voted to submit the amendment to the members for their approval. The production and mailing costs must be paid by the Association. If any Owner wishes notice to be given at an address other than his or her Unit, the Owner shall have designated by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered proper service of notice.

Section 4 Waiver of Notice Waiver of notice of meeting of the Owners shall be deemed the equivalent of proper notice. Any Owner may, in a signed writing, waive notice of any meeting of the Owners, either before or after such meeting. Attendance at a meeting by an Owner, whether in person or represented by proxy, shall be deemed waiver by such Owner of notice of the time, date, and place thereof, or particular matter not described in the notice unless such Owner specifically objects to lack of proper notice at the time the meeting is called to order or objects to considering the matter when it is presented. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

Section 5 Quorum Except as may be provided elsewhere in the Act, the presence of Owners, in person or by proxy, entitled to cast twenty-five percent (25%) of the Total Association Vote shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Owners whose voting rights have been suspended pursuant to the Master Deed or these Bylaws shall not be counted as eligible votes toward the quorum requirement

Section 6 Adjournment Any meeting of the Owners may be adjourned from time to time for periods not exceeding ten (10) days by vote of the Owners holding the majority of the votes represented at such meeting, regardless of whether a quorum is present Any business that could be transacted properly at the original session of the meeting may be transacted at a reconvened session, and no additional notice of such reconvened session shall be required if the new date, time or place is announced at the meeting prior to adjournment

Section 7 Proxy Any member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies may be delivered to the Board by personal delivery, U.S. mail or facsimile transmission to any Board member or the property manager and are effective when received by the Secretary. Proxies may be revoked only by written notice signed by the member and delivered to the Secretary, except that. (a) the presence in person by the giver of a proxy at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting, and (b) a later dated proxy shall automatically be deemed to invalidate any previously give proxy A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy Proxies shall be valid for a period of eleven (11) months, unless the proxy expressly provides for another time period; provided that, no proxy is valid for more than three (3) years from the date of its execution The death or incapacity of the member appointing a proxy does not affect the right of the Association to accept the proxy's authority unless the Secretary receives notice of such death or incapacity prior to the exercise of the authority by the proxy

Section 8 Members' List For Voting.

(a) After fixing a "Record Date" (as hereinafter defined) for a notice of a meeting, the Association shall prepare an alphabetical list of the names of all its members who are entitled to notice of the meeting The list must show the address and number of votes each member is entitled to vote at the meeting The Board shall prepare on a current basis through the time of the membership meeting a list of members, if any, who are entitled to vote at the meeting but not entitled to notice of the meeting This list must be prepared on the same basis and be part of the list of members As used herein, "Record Date" shall mean the close of business on the business day preceding the day on which the meeting is held, unless a date is fixed by the Board

(b) The list of members must be available for inspection by any member for the purpose of communication with other members concerning the meeting, beginning the day after notice is given of the meeting for which the list was prepared and continuing through the meeting, at the Association's principal office or at a reasonable place identified in the meeting notice in the city where the meeting will be held. A member, a member's agent, or member's attorney is entitled on written demand to inspect and, subject to the limitations of Sections 33-31-1602(c) and 33-31-1605 of the South Carolina Nonprofit Corporation Act of 1994, to copy the list, at a reasonable time and at the member's expense, during the period it is available for inspection.

(c) The Association shall make the list of members available at the meeting, and any member, a member's agent, or member's attorney is entitled to inspect the list at any time during the meeting or any adjournment

(d) If the Association refuses to allow a member, a member's agent, or member's attorney to inspect the list of members before or at the meeting, or copy the list as permitted by subsection 8(b), the court of common pleas of the county in which the Association's principal office is located in South Carolina or, if none in South Carolina, its registered office is located on application of the member, may summarily order the inspection or copying at the Association's expense and may postpone the meeting for which the list was prepared until the inspection or copying is complete and may order the Association to pay the member's costs, including reasonable counsel fees, incurred to obtain the order

(e) Unless a written demand to inspect and copy a membership list has been made under subsection 8(b) before the membership meeting and the Association improperly refuses to comply with the demand, refusal or failure to comply with this Section does not affect the validity of action taken at the meeting

(f) A member may inspect and copy the membership list only if: (i) his demand is made in good faith and for a proper purpose; (ii) he describes with reasonable particularity his purpose; and (iii) the list is directly connected with his purpose

Section 9. Action Taken Without a Meeting. In the Board's discretion, any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every member entitled to vote on the matter

(a) Ballot A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

The Board may deliver ballots and consent forms by personal delivery, U.S. Mail, facsimile transmission, e-mail, or other electronic means. Owners shall deliver their vote by ballot or consent form by whatever means is specified by the Board.

All solicitations for votes by written ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of directors; and (iii) specify the time by which a ballot must be received by the Board in order to be counted. A written ballot may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

(b) Written Consent Approval by written consent shall be valid only when the number of written consents setting forth the actions taken is received and equals or exceeds the requisite voting power required to pass such action at a meeting held on the date that the last consent is executed, provided however, in no event less than eighty percent (80%) of the Total Association Vote, and if such action is consented to by the Declarant, if required. Executed written consents shall be included in the minutes or filed with the Association's records. If an action of the members is approved by written consent hereunder, the Board shall issue written notice of such approval to all members who did not sign written consents. Membership approval shall be effective ten (10) days after written notice is issued; provided, however, if

the consent is to an amendment to the Master Deed or Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment

Section 10. Order of Business At all meetings of the Association, Roberts Rules of Order (latest edition) shall govern when not in conflict with the Master Deed, these Bylaws or the Articles of Incorporation, unless the Owners present at a particular meeting vote to suspend Robert's Rules at that meeting.

Article III Board of Directors

A Composition and Selection

Section 1. Composition and Eligibility. The affairs of the Association shall be governed by a Board of Directors Except for directors appointed by the Declarant hereunder, the directors shall be Owners or spouses or Domestic Partners of such Owners; provided, however, no Owner and his or her spouse or Domestic Partner may serve on the Board at the same time, and no co-owners may serve on the Board at the same time No persons shall be eligible to be elected to or continue to serve on the Board of Directors if they are shown on the books and records of the Association to be more than thirty (30) days delinquent in the payment of any assessment or charge by the Association Directors shall not be eligible to serve more than three (3) consecutive two (2) year terms without first resigning from the Board for a time period which shall be the lesser of. (a) one (1) year, or (b) the period of time from the end of one (1) annual meeting of the Association to the beginning of the next annual meeting of the Association

Section 2 Directors Appointed by the Declarant. Notwithstanding anything to the contrary herein, Declarant shall have exclusive authority to appoint and remove directors and officers until the earlier of (1) three (3) years after the recording of the Master Deed, (2) four (4) months after seventy-five percent (75%) of the Units have been conveyed to Owners, or (3) the surrender in writing by Declarant of the authority to appoint and remove officers and directors of the Association

Section 3 Number of Directors and Term of Office. During the Declarant Control Period, the Board shall consist of three (3) directors. After expiration of the Declarant Control Period, the Association shall call a meeting to be held at which Owners shall elect three (3) or five (5) directors, the exact number of directors to be determined by resolution of the Board If such meeting is not the annual meeting, the directors elected shall serve until the next annual meeting. At the first annual meeting after Declarant has surrendered control of the Association, if three (3) directors are elected, the two (2) directors receiving the highest number of votes shall be elected for terms of two (2) years each and the remaining director shall be elected for a term of one (1) year, or if five (5) directors are elected, the three (3) directors receiving the highest number of votes shall be elected for terms of two (2) years each and remaining directors shall be elected for terms of one (1) year each At each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

Section 4. Removal of Members of the Board of Directors During the Declarant Control Period, the Declarant may remove a director without cause by delivering written notice to such director and the presiding officer of the Board or the president or secretary. Such removal is effective when the notice is effective, unless the notice specifies a future date. After expiration of the Declarant Control Period, at any annual or special meeting called for the purpose of removing of a director of the Association duly called, any one (1) or more Board members, except for directors appointed by Declarant hereunder, may be removed with or without cause by the minimum number of votes required for removal under Section 3331-

808 of the South Carolina Nonprofit Corporation Act of 1994, to elect said director and a successor may then and there be elected to fill the vacancy thus created. A director elected by the Board may be removed without cause by the vote of two-thirds (2/3) of the directors then in office; however, a director elected by the Board to fill a vacancy of a director elected by the members may be removed without cause by the members, but not the Board. Further, any director who is more than thirty (30) days past due in the payment of any assessment or charge shall be automatically removed from the Board of Directors, even if the director subsequently pays the amount owed, and the vacancy shall be filled as provided in Section 5 below. Any director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings may be removed by the vote of a majority of the other directors. Any director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting to consider his or her removal and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 5 Vacancies Except for a vacancy of a director appointed by the Declarant, which may only be filled by the Declarant, vacancies in the Board caused by any reason, except the removal of a director by a majority of the Total Association Vote or by Declarant, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. The successor so selected shall hold office until the next annual meeting. Notwithstanding anything to the contrary herein, any director who is an officer, director or other designated agent of an entity member and whose position becomes vacant for any reason, may be replaced by the entity who is the Owner unless there has been a transfer of ownership of the Unit, in which case, the vacancy shall be filled by the remaining directors, even if less than a quorum at any meeting of the directors.

Section 6 Compensation Directors shall not be compensated for services as such unless and only to the extent that compensation is authorized by a majority of the Total Association Vote. Directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon approval of such expenses by the Board of Directors. Directors also may be given nominal gifts or tokens of appreciation by the Association for recognition of services performed, not to exceed a value of One Hundred Dollars (\$100) per calendar year. For purposes hereof, reasonable food and beverages purchased for Board meeting shall not be considered compensation.

Section 7 Director Conflicts of Interest

(a) A conflict of interest transaction is a transaction with the Association in which a director of the Association has a direct or indirect conflict. For purposes of this Section, a director has an indirect interest in a transaction if: (i) another entity in which the director has a material interest or in which the director is a general partner is a party to the transaction; or (ii) another entity of which the director is a director, officer, or trustee is a party to the transaction.

(b) A conflict of interest transaction is not voidable or the basis for imposing liability on the director if the transaction (i) was fair to the Association at the time it was entered into, (ii) the material facts of the transaction and the director's interest were disclosed or known to the Board or a committee of the Board and the Board or committee authorized, approved, or ratified the transaction; or (iii) the material facts of the transaction and the director's interest were disclosed or known to the members and they authorized, approved, or ratified the transaction. Notwithstanding anything herein, the directors, during the Declarant Control Period, shall be authorized on behalf of the Association to enter into contracts with the Declarant and its affiliates as set forth in Paragraph 19(g) of the Master Deed.

(c) For purposes of subsection 7(b)(ii), a conflict of interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of the directors on the Board or on the committee who have no direct or indirect interest in the transaction, but a transaction may be authorized, approved, or

ratified under this Section by a single director. If a majority of the directors on the Board who have no direct or indirect interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum is present for the purpose of taking action under this Section. The presence of, or a vote cast by, a director with a direct or indirect interest in the transaction does not affect the validity of any action taken under subsection 7(b)(ii) if the transaction is otherwise approved as provided in subsection 7(b)

(d) For purposes of subsection 7(b)(iii), a conflict of interest transaction is authorized, approved, or ratified by the members if it receives a majority of the votes entitled to be counted under this subsection 7(d). Votes cast by or voted under the control of a director who has a direct or indirect interest in the transaction, and votes cast by or voted under the control of an entity described in subsection 7(a)(i), may not be counted in a vote of members to determine whether to authorize, approve, or ratify a conflict of interest transaction under subsection 7(b)(iii). The vote of these members, however, is counted in determining whether the transaction is approved under other provisions of the South Carolina Nonprofit Corporation Act of 1994. A majority of the voting power, whether or not present, that are entitled to be counted in a vote on the transaction under this subsection 7(d) constitutes a quorum for the purpose of taking action under this Section.

Section 8. Nomination Nomination for election to the Board shall be made from the floor at the meeting. The Board also may appoint a nominating committee to make nominations prior to the meeting.

Section 9 Elections All members of the Association eligible to vote shall be entitled to cast their entire vote for each directorship to be filled. There shall be no cumulative voting. The directorships for which elections are held shall be filled by that number of candidates receiving the most votes. Voting for election of Board members shall be by written ballot (unless dispensed by unanimous consent at such meeting at which such voting is conducted).

B. Meetings.

Section 1. Regular Meetings. Regular meetings of the Board may be held on such date and at such time and place as shall be determined from time to time by the Board, but such meetings shall be held at least once every six (6) months. The newly elected Board shall meet within ten (10) days after each annual meeting of the membership. Notwithstanding the foregoing, during the Declarant Control Period, the Board shall not be required to hold regular meetings.

Section 2 Special Meetings Special meetings of the Board may be called by the President on two (2) days notice to each director given by regular first class or electronic mail, in person, by telephone, or by facsimile transmission, which notice shall state the date, time, and place of the meeting. Special meetings of the Board shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

Section 3 Waiver of Notice Any director may, at any time, in writing, waive notice of any meeting of the Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall also constitute a waiver of notice by him or her of the date, time and place of such meeting, unless such director, upon arriving at the meeting or prior to the vote on a matter not noticed in conforming with the South Carolina Nonprofit Corporation Act of 1994, objects to lack of notice and does not thereafter vote for or assent to the objected action. If all directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

Section 4 Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board.

of Directors and a record of all transactions and proceedings occurring at such meetings. A majority of directors shall constitute a quorum for the transaction of business. If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present is the act of the Board, unless otherwise provided by these Bylaws or the South Carolina Nonprofit Corporation Act of 1994. One (1) or more directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other.

Section 5 Open Meetings Board meetings need not be open to all members. However, if the Board permits members to attend Board meetings, then members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session. The Board may order the removal of any meeting guest who, in the Board's opinion, either disrupts the conduct of business at the meeting or fails to leave the meeting upon request after an announcement of reconvening in executive session.

Section 6 Action Without a Meeting Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if a majority of the directors consent to such action in writing, sent via hand delivery, regular first class or electronic mail or facsimile. Such consents must describe the action taken and be signed by no fewer than a majority of the directors and such consents shall be filed with the minutes of the Board of Directors. An action taken pursuant to this Section shall be effective when the last director signs the consent, unless, the consent specifies a different effective date.

C Powers and Duties

Section 1 Powers and Duties The Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Regime and may do all such acts and things as are not by the Act, the Master Deed, the Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, in the way of explanation, but not limitation.

- (a) preparation and adoption of an annual budget, in which there shall be established the contribution of each Owner to the Common Expenses,
- (b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment,
- (c) providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility as set forth in Paragraph 17 of the Master Deed;
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, repair, and replacement of the Common Elements, Association property, and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in South Carolina law, and using the proceeds to administer the Association,

(f) making and amending rules and regulations and imposing sanctions for violation thereof, including, without limitation, monetary fines;

(g) opening of bank or other financial accounts on behalf of the Association and designating the signatories required,

(h) making or contracting for the making of repairs, additions, and improvements to, or alterations of the Common Elements in accordance with the other provisions of the Master Deed and these Bylaws, after damage or destruction by fire or other casualty,

(i) enforcing by legal means the provisions of the Master Deed, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Act and the Master Deed, and paying the premium cost thereof,

(k) paying the costs of all services rendered to the Association or its members and not directly chargeable to specific Owners,

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred; and

(m) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, owners associations, or other associations or corporations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity

Section 2. Management Agent The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize. The Board shall use reasonable efforts in any management contract to provide for termination of such contract by the Association with or without cause and without penalty, upon no more than thirty (30) days written notice. No management contract shall have a term in excess of one (1) year.

Section 3 Borrowing Except as may be set forth in Paragraph 18 of the Master Deed, the Board of Directors shall have the power to borrow money for the purpose of maintenance, repair, restoration, or improvement of the Common Elements and facilities, and for other purposes, with the approval of a majority of the Total Association Vote.

Section 4 Liability and Indemnification of Officers, Directors and Committee Members The Association shall indemnify every officer, director, and committee member (including directors, officers, and committee members appointed by Declarant during the Declarant Control Period) that conducted himself or herself in good faith, and in the case of a criminal proceeding had no reasonable cause to believe his or her conduct was unlawful, and reasonably believed (a) in the case of conduct in his or her official

capacity with the Association, that his conduct was in its best interest, and (b) in all other cases, that his or her conduct was at least not opposed to its best interests. The foregoing indemnification shall be valid against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been an officer, director or committee member, whether or not such person is an officer, director or committee member at the time such expenses are incurred subject to the limitations herein. The Board must make a determination of whether the director has met the standard of conduct in the preceding sentence prior to indemnifying such officer, director or committee member. Such determination shall be made by: (i) the Board by majority vote of a quorum consisting of directors not at the time parties to the proceeding; (ii) if a quorum cannot be obtained as outlined above, by majority vote of a committee duly designated by the Board, in which designation directors who are parties may participate, consisting solely of two (2) or more directors not at the time parties to the proceeding; (iii) by special legal counsel pursuant to Section 33-31-855(b)(3) of the South Carolina Nonprofit Corporation Act of 1994, or (iv) by members of the Association. Authorization of indemnification and evaluation as to reasonableness of expenses must be made in the same manner as the preceding sentence, except that if the determination is made by special legal counsel, such authorization and evaluation must be made by those entitled under Section 33-31-855(b)(3) of the South Carolina Nonprofit Corporation Act of 1994 to select counsel. Directors who are partners to the proceedings may not vote on the determination.

If the Association indemnifies or advances expenses to a director pursuant hereto in connection with a proceeding by or in the right of the Association, the Association shall report the indemnification or advance in writing to the members with or before the notice of the next meeting of members. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such officer, director or committee member in the performance of his or her duties, except for his or her own individual willful misfeasance or malfeasance. The Association, in determining whether to indemnify a director, officer or committee member, shall not impute knowledge to said director, officer or committee member from any source whatsoever; rather, any such determination shall be based on the actual knowledge of the director, officer or committee member. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors and committee members may also be members of the Association), and the Association shall indemnify and forever hold each such officer, director or committee member free and harmless against any and all liability to others on account of any such contract or commitment. Notwithstanding anything contained herein to the contrary, the Association may not indemnify a director (i) in connection with a proceeding by or in the right of the Association in which the director was adjudged liable to the Association; or (ii) in connection with any other proceeding charging improper personal benefit to the director, whether or not involving action in his or her official capacity, in which the director was adjudged liable on the basis that personal benefit was improperly received by the director. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member or former officer or director may be entitled. The Association shall maintain, as a Common Expense, adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in the Master Deed.

D. Committees

Section 1 Architectural Control Committee. After expiration of the Declarant Control Period, the Board shall establish an Architectural Control Committee for the purpose of establishing and maintaining

architectural standards in the Regime as provided in the Master Deed, provided that such committees shall have two (2) or more members

Section 2 Other Committees There shall be such other committees as the Board shall determine with the powers and duties that the Board shall authorize, provided that such committees shall have two (2) or more members.

Section 3 Service on Committees. Unless otherwise provided in these Bylaws or in the resolution authorizing a particular committee, the members of any committee shall be appointed by the President and shall serve at the pleasure of the Board of Directors. Any committee member may be removed with or without cause at any time and with or without a successor being named. A Committee may not (a) authorize distributions; (b) approve or recommend to members dissolution, merger, or the sale, pledges, or transfer of all or substantially all of the Association's assets; (c) select, appoint, or remove directors or fill vacancies on the Board or any of its committees; or (d) adopt, amend, or repeal the Articles of Incorporation or Bylaws

Article IV Officers

Section 1. Designation The principal officers of the Association shall be the President, the Secretary and the Treasurer, all or any of which may be the same person. A Vice President may be elected at the discretion of the Board

Section 2 Election of Officers The Association officers shall be elected annually by the Board at the first Board meeting following each annual meeting of the members and shall hold office at the pleasure of the Board and until a successor is elected.

Section 3 Removal of Officers Upon the affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and a successor may be elected.

Section 4. Vacancies A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

Section 5 President The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and of the Board. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the South Carolina Nonprofit Corporation Act of 1994, including, but not limited to, the power to appoint committees from among the members from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 6 Vice President The Vice President, if any, shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting

Section 7 Secretary The Secretary shall keep the minutes of all meetings of the members and of the Board of Directors and authenticate records of the Association and shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all duties incident to the office of the secretary of a corporation organized under South Carolina law.

Section 8. Treasurer The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account

showing all receipts and disbursements (such account shall be in chronological order and shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred), for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall be responsible for the preparation of the budget as provided in the Master Deed. The Treasurer may delegate all or a part of the preparation and notification duties associated with the above responsibilities to a management agent

Section 9 Other Officers Other offices may be created by the Board, and the Board members that hold such offices shall have such titles and duties as are defined by the Board

Section 10. Agreements, Contracts, Deeds, Leases, Etc. Except during the Declarant Control Period, all agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors

Article V Rule Making and Enforcement

Section 1 Authority and Enforcement. The Regime shall be used only for those uses and purposes set out in the Master Deed. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Units and the Common Elements; provided, copies of all such rules and regulations shall be furnished to all Owners and Occupants. Any rule or regulation may be repealed by the affirmative vote or written consent of a majority of the Total Association Vote and the consent of the Declarant during the Declarant Control Period, at an annual or special meeting of the membership. Every Owner and Occupant shall comply with the Master Deed, Bylaws and rules and regulations of the Association, and any lack of compliance therewith shall entitle the Association and, in an appropriate case, one (1) or more aggrieved Owners, to take action to enforce the terms of the Master Deed, Bylaws or rules and regulations

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Unit, and to suspend an Owner's right to vote or to use the Common Elements for violation of any duty imposed under the Master Deed, these Bylaws, or any rules and regulations duly adopted hereunder, provided, however, nothing herein shall authorize the Association or the Board to limit ingress and egress to or from a Unit. In the event that any Occupant of a Unit violates the Master Deed, Bylaws, or a rule or regulation and a fine is imposed, notice of such violation shall be sent to the Owner and Occupant, and the fine shall first be assessed against such Occupant; provided, however, if the fine is not paid by the Occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association, and the fine shall be an assessment and a lien against the Unit until paid. The failure of the Board to enforce any provision of the Master Deed, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter

Section 2 Fining and Suspension Procedure. The Board shall not impose a fine, suspend the right to vote or suspend the right to use the Common Elements (provided, however, if an Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association, suspension of the right to vote and the right to use the Common Elements shall be automatic, provided further, however, suspension of common utility services shall require compliance with the provisions of Paragraph 10(c)(v) of the Master Deed, where applicable), unless and until the Association has sent or delivered written notice to the violator as provided in subsection (a) below. Any such fine or fines may be effective or commence upon the sending of such notice or such later date as

may be set forth in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge such fine under subsection (b) below.

(a) Notice If any provision of the Master Deed or Bylaws or any rule or regulation of the Association is violated, the Board shall send the violator written notice identifying the violation and fine(s) and/or suspension being imposed and advising the violator of the right to request a hearing before the Board to contest the violation, fine(s), or suspension or to request reconsideration of the fine(s) or suspension. Fine(s) may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator. Suspensions shall be effective pursuant to Section 33-31-621 of the South Carolina Nonprofit Corporation Act of 1994.

(b) Hearing. If a written request for hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time.

Section 3 Additional Enforcement Rights Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Master Deed, the Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, towing of vehicles that are in violation of the parking rules and regulations or performing maintenance on any Unit upon a failure by the Owner to so do) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in Section 2 of this Article. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

The Association or its duly authorized agent shall have the power to enter a Unit or upon any portion of the Common Elements to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Master Deed, the Bylaws, or the rules and regulations, provided, however, written notice shall be given to the Owner of the Unit at least two (2) days prior to the time that any items of construction are altered or demolished. All costs of self-help, including reasonable attorneys' fees, shall be assessed against the violating Owner and shall be collected as provided herein for the collection of assessments.

Article VI
Miscellaneous

Section 1 Notices

(a) Method of Giving Notice Unless otherwise prohibited in these Bylaws, all notices, demands, bills, statements, or other communications shall be in writing and shall be given via

- (i) Personal delivery to the addressee; or
- (ii) United States mail, first class, postage prepaid; or
- (iii) Electronic mail, or

(iv) Facsimile; or

(v) A secure web site, provided that notice shall be deemed given via web site only upon proof that the addressee has retrieved the message.

(b) Addressee. Notice sent by one of the methods described in subparagraph (a) above shall be deemed to have been duly given:

(i) If to an Owner, at the address, electronic mail address or facsimile number which the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Unit of such Owner;

(ii) If to an Occupant, at the address, electronic mail address or facsimile number which the Occupant has designated in writing with the Secretary or, if no such address has been designated, at the address of the Unit occupied, or

(iii) If to the Association, the Board or the managing agent, at the postal address, facsimile or electronic mail address of the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary. The Secretary shall promptly provide notice to all Owners of any such change in address

Section 2 Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws or the Master Deed.

Section 3 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 these Bylaws or the intent of any provision thereof.

Section 4 Gender and Grammar. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires

Section 5 Fiscal Year. The fiscal year of the Association may be set by Board resolution, and, in the absence thereof, shall be the calendar year

Section 6 Financial Audit. The accounts of the Association shall be audited as a Common Expense by an independent accountant after the close of each fiscal year. Such audited statement shall include a balance sheet as of the end of the fiscal year and a statement of operations for that year, and shall be made available to the member, the Attorney General, or the holder, insurer, or guarantor of any first mortgage on a Unit upon submission of a written request and must be available within one hundred twenty (120) days of the Association's fiscal year end

If annual financial statements are reported upon by a public accountant, the accountant's report must accompany them. If not, the statements must be accompanied by the statement of the president or Person responsible for the Association's financial accounting records (a) stating that Person's belief as to whether the statements were prepared on the basis of generally accepted accounting principles, and if not, describing the basis of preparation, and (b) describing any respects in which the statements were not prepared on a basis of accounting consistent with the statements prepared for the preceding year

Section 7 Repair and Reconstruction If, for any reason, the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair, as determined by the Board, the additional costs shall be assessed against the Owners in accordance with Paragraph 12 of the Master Deed

Section 8. Conflicts The duties and powers of the Association shall be those set forth in the Act, the South Carolina Nonprofit Corporation Act of 1994, the Master Deed, these Bylaws, and the Articles of Incorporation, together with those reasonably implied to affect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Act, the South Carolina Nonprofit Corporation Act of 1994, the Master Deed, these Bylaws, or the Articles of Incorporation, then the provisions of the Act, the South Carolina Nonprofit Corporation Act of 1994, as may be applicable, the Master Deed, the Articles of Incorporation and these Bylaws, in that order, shall prevail, and each Owner of a Unit, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

Section 9 Amendment. Except where a higher vote is required for action under a particular provision of the Master Deed or Bylaws, in which case such higher vote shall be necessary to amend, these Bylaws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members holding two-thirds (2/3) of the Total Association Vote. Any amendment to add, change, or delete a greater quorum for members must be adopted under the quorum then in effect or proposed to be adopted, whichever is greater. Any amendment to add, change, or delete a voting requirement must be adopted by the same vote and classes of members required to take action under the voting requirements then in effect or proposed to be adopted, whichever is greater. Any amendment that fixes a greater quorum or voting requirements for the Board may be amended or repealed only by the members, if the members originally adopted such quorum or voting requirements. Notwithstanding the foregoing, any amendment to the Bylaws shall require the written consent of Declarant until the later of the following (a) the date upon which the Declarant no longer owns any Unit at One Belle Hall Horizontal Property Regime; or (b) ten (10) years after the date on which the Master Deed is recorded in the RMC Office for Charleston County, South Carolina, whichever period of time is longer. Moreover, no amendment shall become effective until it is certified by the President and Secretary of the Association and recorded in the RMC Office for Charleston County, South Carolina. Any amendment duly certified and recorded shall be conclusively presumed to have been duly adopted in accordance with the Master Deed and Bylaws. Owners whose voting rights have been suspended pursuant to the Master Deed or these Bylaws shall not be counted as eligible votes toward the amendment requirement.

Any action to challenge the validity of an amendment adopted under this Section must be brought within one (1) year of the amendment's effective date. No action to challenge any such amendment may be brought after such time.

Notwithstanding the foregoing, Declarant or the Board of Directors, without the necessity of a vote from the Owners, may amend these Bylaws to correct any scrivener's errors, comply with any applicable state, city or federal law, and/or to bring the Regime into compliance with applicable rules and regulations of the Federal National Mortgage Association ("Fannie Mae"), the U S Department of Housing and Urban Development ("HUD") and the U.S Department of Veterans Affairs ("VA") pursuant to federal law.

Section 10 Books and Records.

(a) The Association shall:

(i) keep as permanent records minutes of all meetings of its members and Board, a record of all actions taken by the members or directors without a meeting, and a record of all

actions taken by committees of the Board as authorized by Section 33-31-825(d) of the South Carolina Nonprofit Corporation Act of 1994,

(ii) maintain appropriate accounting records;

(iii) maintain a record of its members in a form that permits preparation of a list of the name and address of all members, in alphabetical order, showing the number of votes each member is entitled to cast,

(iv) maintain its records in written form or in another form capable of conversion into written form within a reasonable time, and

(v) keep a copy of the following records at its principal office

(A) its Articles or restated Articles of Incorporation and all amendments to them currently in effect,

(B) its Bylaws or restated Bylaws and all amendments to them currently in effect,

(C) resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of members,

(D) the minutes of all meetings of members and records of all actions approved by the members for the past three (3) years;

(E) all written communications to members generally within the past three years, including the financial statements furnished for the past three years under Section 33-31-1620 of the South Carolina Nonprofit Corporation Act of 1994;

(F) a list of the names and business or homes address of its current directors and officers, and

(G) its most recent report of each type required to be filed by it with the Secretary of State of South Carolina under the South Carolina Nonprofit Corporation Act of 1994

(b) All members of the Association and any holder of a first mortgage shall be entitled to inspect the following records at a reasonable time and location specified by the Association, upon written request at least five (5) business days before the date on which the member or mortgagee wishes to inspect and copy

(i) its Articles or restated Articles of Incorporation and all amendments to them currently in effect;

(ii) its Bylaws or restated Bylaws and all amendments to them currently in effect;

(iii) resolutions adopted by either its members or Board of Directors increasing or decreasing the number of directors or the classification of directors, or relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members,

(iv) resolutions adopted by either its members or Board of Directors relating to the characteristics, qualification, rights, limitations, and obligations of members or any class or category of members,

(v) the minutes of all meetings of members and records of all actions approved by the members for the past three (3) years,

(vi) all written communications to members generally within the past three (3) years, including the financial statements furnished for the past three (3) years,

(vii) a list of the names and business or home addresses of its current directors and officers, and

(viii) its most recent annual report delivered to the Secretary of State

(c) A member may inspect and copy the following records upon written notice at least five (5) business days before the date on which the member wishes to inspect and copy only if the member's demand is made in good faith and for a proper purpose that is reasonably relevant to the member's legitimate interest as a member, the member describes with reasonable particularity the purpose and the records the member desires to inspect; the records are directly connected with this purpose:

(i) excerpts from minutes of any Board meeting, records of any action of a committee of the Board while acting in place of the Board on behalf of the Association, minutes of any meeting of the members, and records of action taken by the members or the Board without a meeting, to the extent not subject to inspection under subsection 9(a),

(ii) accounting records of the Association; and

(iii) the membership list only if for a purpose related to the member's interest as a member. Without the consent of the Board, a membership list or any part thereof may not be: used to solicit money or property unless such money or property will be used solely to solicit the votes of the members in an election to be held by the Association; used for any commercial purpose; or sold to or purchased by any person

The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the Member.

Notwithstanding anything to the contrary, the Board may limit or preclude member inspection of confidential or privileged documents, including attorney/client privileged communications, executive session meeting minutes, and financial records or accounts of other members. Minutes for any Board or Association meetings do not become effective and an official Association record until approved by the Board or Association membership, as applicable, at a subsequent meeting.

General Description of Units

- 1 Building 1, Unit 101 is located on the first floor of Building 1 (2000 Belle Isle Avenue, Building 1) and has two bedrooms and two baths.
- 2 Building 1, Unit 102 is located on the first floor of Building 1 (2000 Belle Isle Avenue, Building 1) and has one bedroom and one and one-half baths.
- 3 Building 1, Unit 103 is located on the first floor of Building 1 (2000 Belle Isle Avenue, Building 1) and has two bedrooms and two baths
- 4 Building 1, Unit 104 is located on the first floor of Building 1 (2000 Belle Isle Avenue, Building 1) and has two bedrooms and two baths
- 5 Building 1, Unit 105 is located on the first floor of Building 1 (2000 Belle Isle Avenue, Building 1) and has one bedroom and one and one-half baths.
6. Building 1, Unit 106 is located on the first floor of Building 1 (2000 Belle Isle Avenue, Building 1) and has two bedrooms and two baths
- 7 Building 1, Unit 201 is located on the second floor of Building 1 (2000 Belle Isle Avenue, Building 1) and has three bedrooms and three baths
- 8 Building 1, Unit 202 is located on the second floor of Building 1 (2000 Belle Isle Avenue, Building 1) and has two bedrooms and two baths.
- 9 Building 1, Unit 203 is located on the second floor of Building 1 (2000 Belle Isle Avenue, Building 1) and has a sunroom, two bedrooms and two baths
- 10 Building 1, Unit 204 is located on the second floor of Building 1 (2000 Belle Isle Avenue, Building 1) and has a sunroom, two bedrooms and two baths
- 11 Building 1, Unit 205 is located on the second floor of Building 1 (2000 Belle Isle Avenue, Building 1) and has two bedrooms and two baths
- 12 Building 1, Unit 206 is located on the second floor of Building 1 (2000 Belle Isle Avenue, Building 1) and has three bedrooms and three baths.
- 13 Building 1, Unit 301 is located on the third floor of Building 1 (2000 Belle Isle Avenue, Building 1) and has three bedrooms and three baths.
- 14 Building 1, Unit 302 is located on the third floor of Building 1 (2000 Belle Isle Avenue, Building 1) and has two bedrooms and two baths
15. Building 1, Unit 303 is located on the third floor of Building 1 (2000 Belle Isle Avenue, Building 1) and has a sunroom, two bedrooms and two baths.
- 16 Building 1, Unit 304 is located on the third floor of Building 1 (2000 Belle Isle Avenue, Building 1) and has a sunroom, two bedrooms and two baths

- 17 Building 1, Unit 305 is located on the third floor of Building 1 (2000 Belle Isle Avenue, Building 1) and has two bedrooms and two baths
- 18 Building 1, Unit 306 is located on the third floor of Building 1 (2000 Belle Isle Avenue, Building 1) and has three bedrooms and three baths
- 19 Building 2, Unit 101 is located on the first floor of Building 2 (2100 Belle Isle Avenue, Building 2) and has two bedrooms and two baths
- 20 Building 2, Unit 102 is located on the first floor of Building 2 (2100 Belle Isle Avenue, Building 2) and has one bedroom and one and one-half baths
- 21 Building 2, Unit 103 is located on the first floor of Building 2 (2100 Belle Isle Avenue, Building 2) and has two bedrooms and two baths.
- 22 Building 2, Unit 104 is located on the first floor of Building 2 (2100 Belle Isle Avenue, Building 2) and has two bedrooms and two baths
- 23 Building 2, Unit 105 is located on the first floor of Building 2 (2100 Belle Isle Avenue, Building 2) and has two bedrooms and two baths
- 24 Building 2, Unit 106 is located on the first floor of Building 2 (2100 Belle Isle Avenue, Building 2) and has one bedroom and one and one-half baths
- 25 Building 2, Unit 201 is located on the second floor of Building 2 (2100 Belle Isle Avenue, Building 2) and has three bedrooms and three baths
- 26 Building 2, Unit 202 is located on the second floor of Building 2 (2100 Belle Isle Avenue, Building 2) and has two bedrooms and two baths
- 27 Building 2, Unit 203 is located on the second floor of Building 2 (2100 Belle Isle Avenue, Building 2) and has a sunroom, two bedrooms and two baths.
- 28 Building 2, Unit 204 is located on the second floor of Building 2 (2100 Belle Isle Avenue, Building 2) and has a sunroom, two bedrooms and two baths
- 29 Building 2, Unit 205 is located on the second floor of Building 2 (2100 Belle Isle Avenue, Building 2) and has a sunroom, two bedrooms and two baths.
- 30 Building 2, Unit 206 is located on the second floor of Building 2 (2100 Belle Isle Avenue, Building 2) and has two bedrooms and two baths
- 31 Building 2, Unit 301 is located on the third floor of Building 2 (2100 Belle Isle Avenue, Building 2) and has three bedrooms and three baths
- 32 Building 2, Unit 302 is located on the third floor of Building 2 (2100 Belle Isle Avenue, Building 2) and has two bedrooms and two baths
- 33 Building 2, Unit 303 is located on the third floor of Building 2 (2100 Belle Isle Avenue, Building 2) and has a sunroom, two bedrooms and two baths

- 34 Building 2, Unit 304 is located on the third floor of Building 2 (2100 Belle Isle Avenue, Building 2) and has a sunroom, two bedrooms and two baths.
- 35 Building 2, Unit 305 is located on the third floor of Building 2 (2100 Belle Isle Avenue, Building 2) and has a sunroom, two bedrooms and two baths
- 36 Building 3, Unit 101 is located on the first floor of Building 3 (2200 Belle Isle Avenue, Building 3) and has two bedrooms and two baths.
- 37 Building 3, Unit 102 is located on the first floor of Building 3 (2200 Belle Isle Avenue, Building 3) and has two bedrooms and two baths
- 38 Building 3, Unit 103 is located on the first floor of Building 3 (2200 Belle Isle Avenue, Building 3) and has two bedrooms and two baths
- 39 Building 3, Unit 201 is located on the second floor of Building 3 (2200 Belle Isle Avenue, Building 3) and has a sunroom, two bedrooms and two baths
- 40 Building 3, Unit 202 is located on the second floor of Building 3 (2200 Belle Isle Avenue, Building 3) and has a sunroom, two bedrooms and two baths.
- 41 Building 3, Unit 203 is located on the second floor of Building 3 (2200 Belle Isle Avenue, Building 3) and has three bedrooms and three baths
- 42 Building 3, Unit 301 is located on the third floor of Building 3 (2200 Belle Isle Avenue, Building 3) and has a sunroom, two bedrooms and two baths.
- 43 Building 3, Unit 302 is located on the third floor of Building 3 (2200 Belle Isle Avenue, Building 3) and has a sunroom, two bedrooms and two baths
- 44 Building 3, Unit 303 is located on the third floor of Building 3 (2200 Belle Isle Avenue, Building 3) and has three bedrooms and three baths
- 45 Building 4, Unit 101 is located on the first floor of Building 4 (1900 Belle Isle Avenue, Building 4) and has two bedrooms and two baths
- 46 Building 4, Unit 102 is located on the first floor of Building 4 (1900 Belle Isle Avenue, Building 4) and has two bedrooms and two baths.
- 47 Building 4, Unit 103 is located on the first floor of Building 4 (1900 Belle Isle Avenue, Building 4) and has two bedrooms and two baths
- 48 Building 4, Unit 104 is located on the first floor of Building 4 (1900 Belle Isle Avenue, Building 4) and has one bedroom and one and one-half baths
49. Building 4, Unit 105 is located on the first floor of Building 4 (1900 Belle Isle Avenue, Building 4) and has two bedrooms and two baths
- 50 Building 4, Unit 201 is located on the second floor of Building 4 (1900 Belle Isle Avenue, Building 4) and has three bedrooms and three baths.

BK K 608PG340

- 51 Building 4, Unit 202 is located on the second floor of Building 4 (1900 Belle Isle Avenue, Building 4) and has a sunroom, two bedrooms and two baths
- 52 Building 4, Unit 203 is located on the second floor of Building 4 (1900 Belle Isle Avenue, Building 4) and has a sunroom, two bedrooms and two baths
- 53 Building 4, Unit 204 is located on the second floor of Building 4 (1900 Belle Isle Avenue, Building 4) and has two bedrooms and two baths
- 54 Building 4, Unit 205 is located on the second floor of Building 4 (1900 Belle Isle Avenue, Building 4) and has three bedrooms and three baths.
- 55 Building 4, Unit 301 is located on the third floor of Building 4 (1900 Belle Isle Avenue, Building 4) and has three bedrooms and three baths.
- 56 Building 4, Unit 302 is located on the third floor of Building 4 (1900 Belle Isle Avenue, Building 4) and has a sunroom, two bedrooms and two baths
- 57 Building 4, Unit 303 is located on the third floor of Building 4 (1900 Belle Isle Avenue, Building 4) and has a sunroom, two bedrooms and two baths
- 58 Building 4, Unit 304 is located on the third floor of Building 4 (1900 Belle Isle Avenue, Building 4) and has two bedrooms and two baths
- 59 Building 4, Unit 305 is located on the third floor of Building 4 (1900 Belle Isle Avenue, Building 4) and has three bedrooms and three baths

RECORDER'S PAGE

NOTE: This page **MUST** remain with the original document



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December 12, 2006
2:55:38 PM

BK K 608PG211

Charlie Lybrand, Register
Charleston County, SC

Filed By:

Haynsworth Sinkler Boyd, P.A.

P.O. Box 340
Charleston SC 29402

DESCRIPTION	AMOUNT
	<i>Master</i>
Recording Fee	\$ 136.00
State Fee	
County Fee	
Postage	

TOTAL	\$ 136.00
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\$ Amount (in thousands):

DRAWER:

AUDITOR STAMP HERE

RECEIVED FROM RMC

DEC 14 2006

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR

REP *JTR*

DATE *12-13-06*

DO NOT STAMP BELOW THIS LINE