

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 WATERWAY CUT ASSOCIATES) MASTER DEED ESTABLISHING
)
) THE MOORINGS
 TO:) HORIZONTAL PROPERTY REGIME
)
) (AN EXPANDABLE REGIME)
 THE MOORINGS HORIZONTAL)
 PROPERTY REGIME)
)
)
)

This Master Deed is made, published, and declared by WATERWAY CUT ASSOCIATES (hereinafter referred to as "Grantor").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of the property located in Charleston County, South Carolina described in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantor desires to submit the Property to the provisions of the South Carolina Horizontal Property Act, Code of Laws of South Carolina (1976), §§ 27-31-10 et al., as such act may be amended from time to time (the "Act");

WHEREAS, Grantor is the owner in fee simple of the property described in Exhibit B attached hereto and incorporated herein (the "Additional Property") and desires to provide for the subsequent development in one additional stage of the Additional Property and desires to reserve the right to add or not to add such subsequent stage to the condominium regime established hereby; and

NOW, THEREFORE, Grantor hereby submits the Property to the Act and reserves certain rights as follows:

ARTICLE I

DEFINITIONS

Section 1. General. The terms used in this Master Deed, unless otherwise specified herein or unless the con-

text otherwise requires, shall have the meanings specified in Act, such definitions being incorporated herein by reference.

Section 2. Definitions. The following terms used in this Master Deed and in the Exhibits attached hereto shall have the meanings as follows, unless the context otherwise requires:

(a) "Act" means the Horizontal Property Act as currently set forth in Title 27, Chapter 31 of the Code of Laws of South Carolina (1976), as the same may be amended from time to time.

(b) "Apartment" means a condominium apartment as defined in the Act and described in Section 1 of Article III of this Master Deed and may sometimes be referred to as a "unit".

(c) "Assessment" means a Co-owner's pro rata share of the Common Expenses which from time to time is assessed against a Co-owner by the Council.

(d) "Board of Directors" or "Board" means the group of persons selected, authorized and directed to manage and operate the Council as provided by the Act, this Master Deed and the Bylaws.

(e) "Building" means a structure or structures, containing in the aggregate two or more Apartments, comprising a part of the property.

(f) "Bylaws" means the bylaws attached hereto as Exhibit H, as modified or amended pursuant to Article XII of this Master Deed.

(g) "Common Elements" means the General and Limited Common Elements, as defined in Sections 2 and 3 of Article III and in the Act.

(h) "Common Expenses" or "common expenses" means the expenses for which the Unit Co-owners are liable to the Council and include:

(1) Expenses of administration, expenses of maintenance, insurance, operation, repair or replacement of the

General Common Elements, and of the portions, if any, of the Apartments which are the responsibility of the Council.

(2) Special Assessments as provided for in this Master Deed.

(3) Expenses declared Common Expenses by provisions of this Master Deed.

(i) "Common Surplus" or "common surplus" means the excess of all receipts of the Council, including but not limited to Assessments over the amount of Common Expenses.

(j) "Condominium Property" means and includes the Phase I Land, the Building, all other improvements and structures thereon, and all easements, rights and appurtenances belonging thereto known as the Property, and may include the additional Phase II, land added to the Regime at the option of the Grantor known as the Additional Property.

(k) "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns an Apartment within the Condominium Property and shall include all record owners of an Apartment.

(l) "Condominium" means the The Moorings Horizontal Property Regime.

(m) "Council of Co-owners" or "Council" means all of the Co-owners as defined in the Act.

(n) "Grantor" means The Moorings Corporation, its successors and assigns.

(o) "Master Deed" means this deed or declaration establishing and recording the property of the Regime and all exhibits hereto.

(p) "Owner" or "Apartment Owner" shall mean the same as Co-owner.

(q) "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity,

or any combination thereof.

(r) "Regime" means The Moorings Horizontal Property Regime created by this Master Deed.

(s) "Association" means The Moorings Horizontal Property Regime, an association of and limited to Owners of the Apartment Units located in The Moorings HORIZONTAL PROPERTY REGIME in the form of a non-profit, non-stock membership corporation organized under the laws of the State of South Carolina.

(t) "Mortgage" shall include chattel mortgage, bill of sale to secure debt, deed to secure debt, deed of trust, security agreements and financing statements and any and all other similar instruments given to secure the payment of an indebtedness.

ARTICLE II

ESTABLISHMENT OF HORIZONTAL PROPERTY REGIME

Section 1. Establishment of Regime. The purpose of this Master Deed is to establish, pursuant to the Act, a horizontal property regime to be known as The Moorings Horizontal Property Regime. Grantor, by filing of record this Master Deed, hereby submits the Property as described in Exhibit A and all improvements thereon and all easements, rights, and appurtenances belonging thereto to the Act and the Condominium Property shall be owned, occupied, used, conveyed, encumbered, leased, and improved in accordance with the provisions of the Act, and in accordance with the covenants, restrictions, encumbrances, and obligations set forth or incorporated by reference in this Master Deed, all of which shall be deemed to be covenants and obligations running with the land.

X Section 2. Additional Phase. Grantor intends to develop the Property as described in Exhibit A and the Additional Property as described in Exhibit B as a two (2) phase condominium regime. The initial development referred to in Phase I consists of Lot 2a which contains Building A (15 Units).

The Additional Property will be referred to as Phase II. Phase II shall consist of Lot 2b which contains Building B (15 Units). Phase I contains 15 Units and Phase II may contain as many as 15 Units. Grantor hereby reserves for itself and its successors and assigns the right in its sole discretion to develop the Additional Property or any part thereof and the right to submit the Additional Property or any part thereof to this Regime. No Co-owner or the Council shall have any right to interfere with the development, if any, by Grantor on the Additional Property or to interfere with the adding of Phase II to the Regime by Grantor. The rights to develop the Additional Property or any part thereof and the rights to submit all or any part of the Additional Property reserved by the Grantor shall constitute independent rights and covenants appurtenant to and running with the Additional Property and such rights shall belong to and may be exercised by any party owning title to the Additional Property. Grantor may, in its sole discretion, elect to commence all or any part of Phase II. Grantor reserves the right to develop the Additional Property or any part thereof in accordance with such design or designs as Grantor shall determine in its sole discretion, however, such design will be harmonious with Building A.

In the event Grantor, its successors or assigns, in its sole discretion, elects to proceed to enlarge this Regime by adding Phase II. Grantor shall execute an amendment to this Master Deed which shall be filed for record in the R.M.C Office for Charleston County, South Carolina, not later than three (3) years from the date of recording this Master Deed. Any such amendment shall fully describe the property being added to this Regime and shall submit such property to all of the provisions of this Master Deed and the exhibits hereto, as amended. Such amendment expanding this Regime, as aforesaid may be accomplished unilaterally by the Grantor or its successors and assigns without the approval or consent of the Council of Co-owners or any Co-owner, or any mortgagee of any Co-owner. Upon exercise of any such option to expand, as aforesaid, the provisions of this Master Deed shall then be understood and construed as embracing Phase I property and such property as may be submitted to the Regime in such amendment, together with all improvements constructed thereon. A chart showing the maximum percentage of interest in the Common Elements of each Co-owner at each stage of development, if the Grantor elects to proceed with the other phase of development, is attached hereto as Exhibit C.

Section 3. Reservations. Grantor hereby reserves unto itself, its successors and assigns, the following rights:

a. Access and Utilities. The Grantor reserves a nonexclusive easement on and across all streets and roads constructed, or to be constructed on any of the Property, which roads may be necessary or convenient, in the sole discretion of Grantor, for the purpose of pedestrian and motor vehicular access to and from the Additional Property or any portion thereof, or any contiguous properties of the Grantor, and a nonexclusive easement to connect into and use in common all utility systems within the Property including, without limitation, all pipes,

wires, and other apparatus used in providing electricity, gas, water, sanitary sewer, storm sewer and drainage, and telephones; provided, however, that nothing contained in this paragraph shall be deemed to impose any affirmative obligation upon Grantor or future owner or owners of the Additional Property to construct thereon or on any portion thereof, any street, road, or utility system or to require that any such street, road, or utility system be located in any particular location or configuration so long as access and usage are provided as aforesaid regarding any street, road, or utility system as may from time to time be constructed.

b. Construction Easement. The Grantor further reserves a nonexclusive easement over and upon the General Common Elements of the Regime for the construction, maintenance, and marketing of improvements on the Additional Property.

Section 4. Rights in Common Elements. The undivided interests in Common Elements appurtenant to each Phase I Apartment in part is subject to divestment and reversion back to the Grantor or other owner of the Additional Property as provided below. The percentage undivided present interest in Common Elements in Phase I appurtenant to each Apartment is shown on Exhibit C attached hereto. At the time that Grantor or any other owner of the fee title to the Additional Property elects to add the additional phase to the Regime by filing an amendment to this Master Deed as provided in Section 2 above, the portion (as defined below) of the undivided interest in Common Elements in Phase I appurtenant to each Phase I Apartment shall revert to the then owner of the fee title of the Additional Property. The portion of the undivided interest in the Common Elements of Phase I appurtenant to each Phase I Apartment which shall revert to the owner of the fee title of the Additional Property shall be the amount such that the percentage interest in Common Elements, including those being added to the Regime, appurtenant to each Apartment in the Regime is equal to the percentage interest in

Common Elements appurtenant to each Apartment as shown in Exhibit C hereto applicable for the phase being added to the Regime. Until the time that Grantor or any other owner of the Additional Property elects to add Phase II to the Regime, the reversionary interest in the undivided interest in Common Elements appurtenant to each Apartment shall belong, vest and shall be owned by the owner of the fee title to the Additional Property and shall constitute an appurtenance to the title running with the land. As a subsequent Phase is added, if added to the Regime by Grantor, or other owner of the fee title to the Additional Property, a portion of the interest in Common Elements appurtenant to each Apartment equal to the amount such that the percentage interest in Common Elements appurtenant to each Apartment shall equal those percentages set forth in Exhibit C hereto for each stage of the development, shall revert to the then owner of the fee title of the Additional Property, all as more particularly described in amendments to the Master Deed which may be filed by the Grantor or other owner of the Additional Property.

ARTICLE III

CONDOMINIUM PROPERTY

Section 1. Condominium Apartments: Location and Description. Phase I consists of Apartment Building A containing 15 units as described herein. The location, area and number of of the Building, the Apartments within the Building and other improvements on the Property is shown on the plot plan (the "Plot Plan") attached hereto and incorporated herein as Exhibit D. The Building and the Apartments contained therein, and the General and Limited Common Elements constructed on and forming part of Phase I are constructed in substantial accordance with the plans (the "Plans") identified as Exhibit E (E-1 through E-5) attached hereto and incorporated herein, which Plans are certified by registered engineer duly licensed to practice in the State of

South Carolina pursuant to the certification attached hereto as Exhibit F and incorporated herein by reference. The typical Apartment is generally described on Exhibit G attached hereto and incorporated herein giving a graphic description and approximate areas. General parking is also provided as shown on the Plot Plan. Parking spaces will be assigned by the Board as provided in the Bylaws.

Section 2. General Common Elements. The location of the General Common Elements are shown, insofar as possible, on the Plot Plan and the Plans and the General Common elements consist of those elements of the Property defined as General Common elements by the Act and also include the following:

(a) The land on which the Building stands, more fully described above, together with all of the other real property described in Exhibit "A";

(b) The foundations, main walls, common storage areas, roofs, walkways, lobbies, stairways, elevators, railings and entrance and exit or communication ways.

(c) The yards, gardens, shrubs, vegetation, boardwalks, exterior lights, trash containers, fire alarms, fire hoses, fire hydrants, signs, storm drainage system and dryer exhausts, except as otherwise provided or stipulated;

(d) The compartments for and installations of common services such as power, light, telephone, cable television, gas, water, heating and air conditioning, sewer, water tanks and pumps, trash disposal facilities, and the like;

(e) The parking areas, roads, driveways and all appurtenances thereto;

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

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

Section 3. Limited Common Elements. The location of the Limited Common Elements is shown insofar as possible on the Plans and the Limited Common Elements appurtenant to each Apartment including the following:

(a) The surface areas and railings of all decks are accessible by normal means from the Apartment;

(b) All material, including but not limited to, studs, sheetrock and plywood, attached to or on the inside surface of perimeter walls, floors and ceilings of the Apartment;

(c) All doors, windows, screens, ventilation fans and vents located in the perimeter walls, floors or ceilings of the Apartment;

(d) All air-handling units, condensers, compressors and the pads and spaces occupied by such compressors, ducts and components and all water, power, telephone, television and cable television, electricity, plumbing, gas and sewer lines located in the Apartment, provided, however, that the portion of said lines located in a common compartment for such lines shall be General Common Elements as described above.

ARTICLE IV

THE COUNCIL

Section 1. Members. Every Co-owner shall be a member of and constitute the Council of Co-owners which shall be managed by a Board of Directors elected by and from the Co-owners.

Section 2. Bylaws. The Council and the administration of the Condominium Property shall be governed by the Bylaws annexed hereto as Exhibit H. The Bylaws may be modified or amended only in the manner set forth in Article XII hereof.

Section 3. Voting. On all matters relating to the Council or to the Condominium Property upon which a vote of the Co-owners is conducted, the Co-owners shall vote in proportion to their respective percentage interests in the Common Elements so that there shall be appurtenant to each type of Apartment one vote (or percentage thereof) equal to the percentage ownership attributable to such Apartment. The affirmative vote of a Majority of the Co-owners shall be required to adopt decisions, except where this Master Deed, the Bylaws or the Act required a greater percentage. All votes attributable to a single Apartment must be cast together and may not be split.

Section 4. Majority of the Co-owners. Whenever used in this Master Deed or the Bylaws, the term "Majority of the Co-owners" means the Co-owners entitled to cast a total of

fifty-one (51%) percent of the total votes attributable to all the Apartments.

Section 5. Decisions Binding on Co-owners. All agreements, decisions, and determinations lawfully made by the Council in accordance with the provisions of this Master Deed and the By-Laws shall be deemed binding on all Co-owners.

Section 6. Future Development. The Co-owners shall not be entitled to vote on any matter relating to the development of Phase II or the addition of such phase or any part thereof to the Regime.

ARTICLE V

CONDOMINIUM APARTMENTS:

OWNERSHIP AND USE

Section 1. Ownership of Condominium Apartments.

Each Condominium Apartment together with its undivided interest in Common Elements, shall constitute a separate parcel of real property and each Condominium Apartment Owner shall be entitled to exclusive ownership and possession of such Owner's Condominium Apartment subject to: (i) the provisions of this Master Deed and the easements, restrictions and covenants, and encumbrances set forth herein; (ii) the By-Laws of the Council, as they may be amended from time to time, together with the regulations and resolutions that may be adopted by the Council or its Board pursuant to the By-Laws; and (iii) the Horizontal Property Act of the State of South Carolina.

Section 2. Legal Description. Each Condominium Apartment may be sufficiently described for purposes of deeds, mortgages, lease, and other conveyances by referring to its designated unit number and letter or other designation on the Plans and by reciting that it is part of The Moorings Horizontal Property Regime as established by this Master Deed. The conveyance of an individual Apartment shall be deemed to convey the undivided interest in Common Elements appurtenant to that Apartment. The ownership of an undivided interest in Common

Elements appurtenant to an Apartment shall be inseparable from the Apartment and no such undivided interest may be conveyed or encumbered except as an appurtenance to the Apartment.

Section 3. Maintenance and Repair. Every Owner shall be responsible at his own expense for maintaining, repairing, and decorating all walls, ceilings, floors, and other elements of his Apartment as defined in Section 1 of Article III. However, no Owner shall make structural modifications or alterations to his Apartment, any door, window, vent, flue, terrace, deck, balcony, or courtyard thereto without obtaining prior written approval of the Board. Written notice of any intended modification shall be given to the Board, setting forth details satisfactions to the Board and requesting approval. The Board shall consider the request and decide whether approval shall be granted, the Board having the authority to deny approval for any reason. The Board shall advise the Owner of its decision in writing within Thirty (30) days from the date of the receipt of the request. If the Board does not so respond within said thirty (30) day period, the request is denied. Nothing in this section shall relieve the Owner from obtaining approval for alterations required by the By-Laws or by other applicable covenants or restrictions. No Owner shall undertake to modify any portion of the Common Elements.

Section 4. Maintenance of Limited Common Elements. Without limiting the insurance coverage carried by the Regime on Limited Common Elements, each Owner shall be responsible for the maintenance, repair and replacement with comparable material of equal quality of all Limited Common Elements appurtenant to his Apartment. The Board shall be responsible for insuring the Limited Common Element under the master hazard policy for the Regime. Each Owner shall, however, insure those Limited Common Elements appurtenant to his Apartment for his own interest. All parts of a Condominium Apartment shall be kept in good condition and repair by and at the expense of the Owner and shall be main-

tained by the Owner in a clean and safe condition, free of nuisance. Each Owner will promptly comply with any requirements of the insurance underwriter of the insurance obtained by the Board for the Limited Common Elements and other facilities when so requested by the Board or its designated agent. If an Owner fails to repair, maintain or replace any Limited Common Element appurtenant to his Apartment as may be required pursuant to this Master Deed, said Limited Common Elements may be maintained, repaired or replaced by the Council at the expense of such Owner in this Master Deed, such expenses to be collected by special assessments from such Owner as provided in Article VII hereof. Such assessments may include all costs, including reasonable attorney's fees, incurred by the Council in the abatement of any nuisance maintained by the Owner therein.

Section 5. Value of Apartments. For purposes of this Master Deed only, the total value of the Condominium Property and the value for each Apartment therein are listed in Exhibit C hereto. The stated values for each Apartment as indicated in Exhibit C shall in no way be deemed to establish or limit the price for which the Property or any additional property or any Apartment, or other improvements thereon may be sold or exchanged.

Section 6. Use of Apartments. Except as specifically provided herein, Apartments are restricted exclusively to residential use. Owners may, however, rent or lease an Apartment, subject to the provisions of this Master Deed, the By-Laws, and the rules and regulations of the Board.

Section 7. Pets. No pets shall be allowed unless the occupants comply with the rules and regulations of the Board.

ARTICLE VI

COMMON ELEMENTS; OWNERSHIP AND USE

Section 1. Ownership of Common Elements. Each Owner, either of Phase I or hereafter established Phase II shall own as an appurtenance of his Apartment the undivided interest in

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the Common Elements specified in Exhibit C. The percentage interests set out therein represent the values of each Apartment in proportion to the total value of the Property, as well as the proportionate representation for voting purposes in the meeting of the Council.

Section 2. No Partition. So long as this Master Deed has not been terminated in accordance with the provisions of Article XIII, and so long as two-thirds (2/3) of the Condominium Property has not been substantially destroyed within the meaning of Article XI, the Common Elements shall remain undivided; and no Apartment Owner shall have the right to bring any action for partition or division.

Section 3. Use of Common Elements. Each Owner shall have the right to use the General Common Elements for their intended purposes in common with all other Owners of the Condominium Property. Each Apartment Owner shall have the right to use the Limited Common Elements appurtenant to his Apartment subject to such rules and regulations as may be established by the Board. Each Owner shall have also a non-exclusive easement appurtenant to his Apartment for ingress and egress over the General Common Elements for access to and from the Owner's Apartment, which shall extend to the family members, guests, agents, and servants of the Owner. All rights to use and enjoy the Common Elements shall be subject to the provisions of the Horizontal Property Act, this Master Deed, the By-Laws of the Council, and all rules and regulations adopted by the Council pursuant to the By-Laws.

The Board shall have the right to promulgate rules and regulations limiting the use of the General Common Area and Facilities to Unit Owners and their guests as well as to provide for the exclusive use of a part of the General Common Area and Facilities by a Unit Owner and his guests for special occasions which exclusive use may be conditioned, among other things upon the payment of a fee. Any Owner may delegate, in accordance with

the provisions of this Master Deed and the By-Laws, his right to use the General Common Area and Facilities to the immediate members of his family; to a limited number of guests, or to his tenants who reside in his Apartment Unit.

Section 4. Operation and Maintenance of General Common Elements. The maintenance, repair, replacement, management, operation, and use of the General Common Elements shall be the responsibility of the Board, and the expenses incurred for such purposes shall be assessed as Common Expenses as provided in Article VII hereof. The Board may, however, delegate these duties to a management firm.

Section 5. Use and Maintenance of Limited Common Elements. The Owners shall be responsible for the maintenance, repair, and replacement of the Limited Common Elements as provided in Section 4 of Article V. The use of the Limited Common Elements shall be subject to the rules and regulations of the Board. The Board may in its discretion, incur expenses for the maintenance, repair or replacement of Limited Common Elements in accordance with the provisions of Section 4 of Article V hereof, such expenses to be recovered as special assessments.

ARTICLE VII

COMMON EXPENSES

Section 1. General. To provide funds necessary for proper operation and management of the Condominium Property, the Board is hereby granted the right to make, levy and collect Assessments against the Owners and the Apartments.

Section 2. Specially Assessed Common Expenses. Each Owner shall be liable for and shall pay a share, on the basis of the allocation made by the Board of the common expenses incurred by the Association (a) with respect to Limited Common Areas appurtenant to such Owner's Apartment, or (b) which are occasioned by the conduct of the Owner or by the licensees or invitees of any such Owner and are not recoverable from insurance covering the condominium Property.

Section 3. Other Common Expenses. Each Owner shall be liable for and shall pay a share, on the basis of the allocation made as provided in Section 4 of this Article VII, of the Common Expenses not specially assessed which shall include, but not be limited to, all charges for taxes (except ad valorem taxes and other such taxes assessed separately on each Condominium Apartment or on the personal property or any other interest of the Owners), insurance (including fire and other casualty and liability insurance, officers and directors liability insurance), surplus working capital requirements, wages, accounting fees, legal fees, management fees, and other expenses of upkeep, maintenance and management of the Regime actually incurred by the Board, the costs of operation of the General Common Elements and the costs of and reserves for maintenance, repair and replacement of the General Common Elements, which reserve shall be replaced on a periodic basis payable in regular installments rather than by special assessments.

Section 4. Allocation of Liability for Common Expenses. For the purpose of determining the Assessments to be made as hereinabove provided, the Board shall determine for each year, as soon as practicable, the estimated aggregate amount of the Common Expenses for such year. For purposes of such determination, each year shall be the fiscal year, as determined by the Board, except that the first year shall begin on the date upon which the Regime is legally constituted and end on the last day of the month preceding the month in which the Regime is legally constituted. The Board may, from time to time during each year, make reasonable adjustments in said estimated amounts on the basis of actual costs incurred. Assessments for the estimated amount of Common Expenses for each year, as determined by the Board, shall be allocated and assessed by the Board among the Apartments in accordance with their respective percentage of undivided interest in and to the Common Elements as set out in Exhibit C hereto.

Each Unit
6,667%

Section 5. Assessments. All Assessments of Common Expenses shall be fixed by the Board and made payable on a monthly basis. The Board shall also have the authority to set late charges for the delinquent payment of assessments.

Section 6. Liability of Owner. No Owner may exempt himself from liability for Common Expenses by waiving the use or enjoyment of the Common Elements or by abandoning his Apartment.

Section 7. Lien Upon Apartments. All Assessments of the Council or the Board for the share of Common Expenses chargeable to an Apartment which are unpaid after becoming due together with all late charges shall, constitute a lien against such Apartment prior and superior to all other liens except: (i) liens for property taxes upon the Apartment in favor of any taxing authority; and (ii) mortgage liens duly recorded prior to such delinquency. The lien of such assessments and the late charges may be foreclosed by the Board acting on behalf of the Council in the same manner as a mortgage upon real property. In the event of foreclosure or suit for money judgment, a reasonable amount may be added to the sum due for attorney's fees and other costs of collection. The lien created by this section shall cover rents accruing during the pendency of the foreclosure action and any reasonable amount of attorney's fees and other costs of collection. The Board, on behalf of the Council, may bring suit for judgments against the Owner without instituting foreclosure proceedings in the amount of delinquent Assessments.

Section 8. Sale of Apartments. Upon the sale or conveyance of an Apartment, all unpaid Assessments (including late charges, costs and attorney's fees) against an Apartment for the pro-rata share of Common Expenses attributable thereto shall first be paid out of the sale price of the Apartment or by the purchaser or grantee in preference over any other assessments, charges, or liens, except the following:

- (a) Lien for taxes and special assessments upon the

Apartment which are unpaid.

(b) Payment due under mortgages upon the Apartment which are duly recorded prior to such sale or conveyance.

The Seller and the Purchaser shall give written notice to the Board of the pending sale or conveyance of an Apartment at least five (5) days prior thereto and the Board shall acknowledge such unpaid Assessments to be remitted to it from the closing proceeds.

Section 9. Foreclosure Purchaser. If a mortgagee of a mortgage of record or other purchaser acquires title to an Apartment at the foreclosure sale of such mortgage, such mortgagee or other purchaser shall not be liable for the share of Common Expenses assessed by the Association upon such Apartment so acquired accruing after the date of recording of such mortgage but prior to the date of acquisition of title. The unpaid assessments occurring during such period shall be deemed Common Expenses collectible from all Owners, including such mortgagee or to the purchaser, its or his successors, heirs, and assigns. The provisions of this Section 9, however, shall not release any Owner from personal liability for unpaid assessments.

Section 10. Records. The Board, or a management firm, which it employs, shall keep accurate and detailed records, in chronological order, of receipts and disbursements connected with the operation, administration, maintenance, repair, and replacement of the Condominium Property. Such records, together with the vouchers authorizing payments, shall be available for examination by the Owners at convenient hours on working days, with the appropriate hours being set and announced for general knowledge.

ARTICLE VIII

RESTRICTIONS, COVENANTS, EASEMENTS

Section 1. Covenant to Comply with Restrictions and Obligations. Each Owner by acceptance of a deed to an Apartment in this Regime ratifies and covenants to observe on

behalf of the Owner, the heirs, successors, and assigns of each Owner, the following:

(a) All covenants, restrictions and affirmative obligations of record in the Office of the R.M.C. for Charleston County affecting the Property.

(b) This Master Deed, the By-Laws, decisions and resolutions of the council, the Board, or their representatives, as such may be lawfully amended from time to time.

Failure to comply with any such provisions, decisions, or resolutions of (a) and/or (b) herein shall be grounds for an action to recover sums due for damages or for injunctive relief.

Section 2. Utility Easements. Each Owner shall have a nonexclusive easement appurtenant to his Apartment for the use in common with other Owners of all pipes, wires, ducts, flues, cables, conduits, public utility lines, and other utilities located in any other Apartment or within the Common Elements and serving his Apartment. Each Apartment shall be subject to an easement in favor of the Owners of the other Apartments to use the pipes, wires, ducts, flues, cables, conduits, public utility lines, cable TV lines, and other utilities serving such other Apartments which are located in each such Apartment.

Section 3. Encroachments. There shall be an easement in favor of the Owners to the extent that any portion of the Common Elements encroaches upon any Apartment and there shall be an easement appurtenant to each Apartment to the extent any portion of an Apartment encroaches upon the Common Elements or upon another Apartment, whether such encroachments presently exists or occurs hereafter as a result of (a) settling or shifting on any part of the Condominium Property; (b) repair, alteration, or reconstruction of the Common Elements made by the Council or with its consent; or (c) repair or reconstruction

necessitated by condemnation of any part of the Condominium Property. Any such easements shall be permitted and maintained so long as this Master Deed remains in effect and the Condominium Property remains subject to the Act.

Section 4. Right of Access. The Council shall have the right of access to each Apartment during reasonable hours and with reasonable notice for maintaining, repairing, or replacing any Common Elements located within or accessible through the apartment or for making emergency repairs, repairs within the Apartment necessary to prevent damage to the Common Elements or to another Apartment. This easement and right of access may be exercised by the Board, or its agents and employees, or by a management firm to whom the responsibility of maintaining such has been delegated. Damages resulting to any Apartment because of such maintenance and/or repairs shall be corrected promptly by the Council and shall be a Common Expense.

Section 5. Public Utility Easements. The Condominium Property is subject to easements for access, ingress, and egress to adjacent utility-owned property and to utility easements for installation, operation, and maintenance of electric and telephone distribution lines, and for installation, operation and maintenance of water and sewer lines. The Board may grant such additional easements and relocate existing easements affecting the Condominium Property for the installation of utilities, including the right to install, maintain, lay, repair and replace water lines, pipes, sewer lines, gas mains, telephone wires, electrical cable, and cable television wires, and supporting equipment and electrical conduits, if such easements are deemed by the Board to be beneficial to the operation of the Condominium Property.

ARTICLE IX

INSURANCE

The Board shall be authorized to obtain and maintain, to the extent reasonably obtainable, in form and amount as

hereinafter prescribed the following insurance, without prejudice of the right of the co-owner to obtain additional individual insurance at his own expense.

Section 1. Hazard Insurance. The Board shall be authorized to insure the Condominium Property, as it may be constituted from time to time, against loss or damage due to fire, windstorm, lightning, wind-driven water, earthquake, and flood, with extended coverage, in an amount not less than the maximum insurable replacement value of the Condominium Property as determined by periodic appraisals of the Condominium Property for insurance valuation purposes by a qualified appraiser not less frequently than every other year. The Board may also obtain an agreed value endorsement each year to the master policy and the amount of coverage shall in no event be less than the agreed value. The Board shall also have the authority to insure against other hazards and risks as it may deem desirable for protection of the Condominium Property. All hazard insurance shall cover the entire Condominium Property, exclusive only of those items within the individual Apartments as described in Section 7 of this Article IX. These requirements regarding insurance shall include the following:

(a) All hazard insurance policies obtained shall designate the Board as the named insured, as Insurance Trustee for the benefit of all owners and their mortgagees collectively, as their respective interests may appear. In the event of loss or damage, all insurance proceeds shall be paid to the Board as Insurance Trustee under the provisions of this Master Deed.

(b) All hazard insurance policies obtained by the Board shall provide for the issuance of certificates of insurance to each Owner. Each certificate shall evidence the insurance coverage of the master policy and shall indicate the amount of insurance covering the building within which the Apartment is located. If an Apartment is mortgaged, a certificate of insurance shall also be issued to the mortgagee bearing a standard mortgagee endorsement, if requested in writing.

(c) In no event shall any recovery or payment under the insurance coverage obtained and maintained by the Board of Directors hereunder be affected or diminished by insurance purchased by individual owners or their mortgagees.

(d) Each Owner may obtain additional insurance at his own expense; provided, however, that no Owner shall

be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors, on behalf of all of the Owners and their mortgagees, may realize under any insurance policy which the Board of Directors may have in force on the Property at any particular time.

(e) Each mortgagee of which the Board has notice, as evidenced by a certificate of insurance having been requested and issued to said mortgagee, shall be entitled to receive upon request a copy of each appraisal as called for in Section 1 above.

(f) Each hazard insurance policy shall contain a mortgagee provision designating the interest of the various mortgagees as to the various Apartments within the Regime which are covered by the master policy. Such policies shall also provide that they shall not be cancelled without giving thirty (30) days prior written notice to all such mortgagees about which the insurer has been given written notice as described in Section 1 (e) of this Article IX.

Section 2. Public Liability Insurance. The Board shall obtain comprehensive public liability insurance with limits and provisions as it deems desirable and as may be obtainable, but in no event less than \$500,000 for injury, including death, to a single person; \$1,000,000 for injury or injuries, including death, arising out of a single occurrence, and \$50,000 property damage. All such policies shall contain severability of interest clauses or endorsements extending coverage to liabilities of the Council to an Owner, and to liabilities of one Owner to another Owner.

Section 3. Officers and Directors Liability Insurance. The Board may in its discretion obtain such insurance as it deems reasonable in regard to officers and directors liability insurance for the officers and members of the Board of the Regime.

Section 4. Workmen's Compensation Insurance. The Board, as necessary, shall obtain Workmen's Compensation Insurance to meet the requirements of the law.

Section 5. Premiums. All premiums upon insurance policies purchased by the Board shall be assessed as Common Expenses to be paid by the Owners through periodic Assessments as provided in this Master Deed.

Section 6. Adjustment. Each Owner shall be deemed to have delegated to the Board his right to adjust with insurance companies all losses under policies purchased by the Council subject to the rights of mortgagees of such Owner.

Section 7. Insurance by Owners. Each Owner shall be responsible for obtaining, at his sole expense, insurance covering the personal property, floor coverings, wallcoverings, decorations, light fixtures, internal partition walls (not including those separating two or more Apartments) internal doors, heating and cooling equipment and duct work, plumbing fixtures, hot water heaters, appliances and furnishings within his own Apartment and all additions and improvements made by him to his Apartment. ~~Moreover, each Owner shall also be responsible~~ for obtaining, at his own expense, insurance for theft, and insurance covering his liability for the safety of the premises within his Apartment and on the Limited Common Elements appurtenant thereto. All such insurance policies, to the extent obtainable, shall include, however, provisions waiving (1) any right of the insurer to subrogation claims against the Council and against individual Owners, as well as their agents, servants, employees, and guests; and (2) any right of the insurer to contribution or pro-ration because of the master hazard policy.

Section 8. Substitution of Insurance Trustee. The Board, in its discretion, may decline to serve as Insurance Trustee and may appoint in its place any financial institution which is qualified and willing to act as Trustee. Any substitute Insurance Trustee appointed by the Board shall succeed to all of the powers and responsibilities vested in the Board as Insurance Trustee under the terms of this Master Deed.

ARTICLE X

INSURANCE TRUST

In the event of casualty loss to the Condominium Property, all insurance proceeds indemnifying the loss or damage

shall be paid to the Board as Insurance Trustee. The Board, acting as Insurance Trustee, shall receive and hold all insurance proceeds in trust for the purposes stated in this Article X, and for the benefit of the Council, the Owners, and their respective mortgagees in the following shares:

Section 1. Damage to Common Elements Only.

Insurance proceeds paid on account of loss or damage to the Common Elements only shall be held in the same proportion as the undivided interests in the Common Elements which are appurtenant to each of the Apartments.

Section 2. Damage to Less than All Apartments.

Insurance proceeds paid on account of loss or damage to less than all of the Apartments when the damage is to be restored, shall be held for the benefit of the Owners of the damaged Apartments and their respective mortgagees in proportion to the costs of repairing each damaged Apartment.

Section 3. When Property Not to Be Restored.

Insurance proceeds paid when the Condominium Property is not to be restored shall be held for the benefit of all the Owners and their respective Mortgagees, the share of each Owner being equal to the undivided share or interest in Common Elements appurtenant to his Apartment.

Section 4. Rights of Mortgagees. In the event a certificate of insurance has been issued to an Owner bearing a mortgagee endorsement, the share of the Owner in the insurance proceeds shall be held in trust for the mortgagee and the Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except for insurance proceeds paid jointly to the Owners and their respective mortgagees pursuant to the provisions of this Master Deed, and then only if the decision is made

not to rebuild.

ARTICLE XI

RECONSTRUCTION AND REPAIR

In the event of casualty loss or damage to the Condominium Property, the Board shall be responsible for applying the proceeds of all casualty insurance to the repair or reconstruction of the Condominium Property in accordance with the provisions of this Article XI and the Act. Reconstructions or repair shall be mandatory unless two-thirds (2/3) or more of the Condominium Property is destroyed or substantially damaged. If two-thirds or more of the Condominium Property is destroyed or substantially damaged, unless otherwise unanimously agreed upon by the Co-owners, the insurance indemnity received by the Board shall be distributed pro-rata to the Owners and their mortgagees jointly in proportion to their respective interest in the Common Elements. The remaining portion of the Condominium Property shall be subject to an action for partition at the suit of any Owner or lienor as if owned in common. In the event of suit for partition, the net proceeds of sale, together with the net proceeds of insurance policies, shall be considered one fund and distributed pro-rata among all Owners and their mortgagees jointly in proportion to their respective interest in Common Elements. When any proceeds are to be distributed under this master Deed to an Owner for which a mortgagee is involved, such proceeds shall be made payable jointly to the Owner and the mortgagee and shall be delivered to the mortgagee. If less than two-thirds (2/3) of the Condominium Property is destroyed or substantially damaged, then such Condominium Property shall be repaired in the following manner:

Section 1. Plans and Specifications. Any reconstruction or repair must follow substantially the original plans and specification of the Condominium Property unless the Owners holding seventy-five percent (75%) or more of the total

interest in Common Elements and their mortgagees, if any, vote to adopt different plans and specifications and all Owners whose Apartments are being reconstructed or repaired unanimously consent to the adoption of such different plans and specifications.

Section 2. Cost Estimates. The Board shall promptly obtain estimates of the cost required to restore the damaged property to its condition before the casualty occurred. Such costs may include such professional fees and premiums for bids as the Board deems necessary.

Section 3. Insurance Proceeds. If the insurance proceeds paid to the Board are insufficient to cover the cost of reconstruction, the deficiency shall be paid by a special assessment from the Owners whose Apartments are being reconstructed or repaired in proportion to the damage done to their respective Apartments.

Section 4. Application of Insurance Proceeds. The insurance proceeds received by the Board and any special assessments collected to cover a deficiency in insurance shall constitute a construction fund from which the Board shall disburse payment of the costs of reconstruction and repair. The first disbursements from the construction fund shall be insurance proceeds; and if there is a balance in the fund after payment of all costs of reconstruction and repair, it shall be distributed to the Owners who paid special assessments in proportion to their payments.

ARTICLE XII

AMENDMENTS

Section 1. Master Deed. Except as provided in Article II which provides for amendments to this Master Deed by Grantor, its successors and assigns, to add additional phases, this Master Deed may only be amended by affirmative vote of two-thirds (2/3) of the votes entitled to be cast by all the Co-owners, provided, however, that no amendment, except an amendment to add the additional phase by the Grantor or its successors and

assigns, shall alter the dimensions of an Apartment or the percentage of interest in the Common Elements appurtenant thereto without the unanimous consent of all the Co-owners. No amendment may be made to this Master Deed which affects the right of the Grantor, its successors or assigns, to add an additional phase to the Regime.

Section 2. By-Laws. The By-Laws may be amended from time to time by the affirmative vote of two-thirds (2/3) of the total votes entitled to be cast by the Co-owners.

Section 3. Exceptions: Notwithstanding the foregoing, until the time period during which the Grantor may appoint directors expires pursuant to Article V, Section 1, of the By-Laws, the Grantor may amend the Master Deed and/or By-Laws in order to correct any scrivener's errors, conflicts between the Condominium Instruments and the Act, or defects in the Condominium Instruments affecting compliance with the Act, the requirement of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or the Federal Housing Administration, provided no unit owner is materially adversely affected by said amendment. No amendment to this Master Deed or the By-Laws shall be effective unless and until recorded as required by the Act.

ARTICLE XIII

TERMINATION

Section 1. Casualty or Condemnation. If two-thirds or more of the Condominium Property is substantially destroyed or taken by condemnation, the Condominium Property may be removed from the provisions of this Master Deed and the Horizontal Property Act in accordance with Article XI.

Section 2. Voluntary Termination. This Regime may also be terminated, removing the Condominium Property from the provisions of this Master Deed and the Act, if the record Owners of title to the apartments and the record owners of mortgages upon the Apartments unanimously agree in a written instrument to

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termination. Termination shall become effective upon recordation of such termination instrument, duly executed by all Owners and mortgagee.

Section 3. Ownership After Termination. After termination of this Regime, the Owners shall own the Condominium Property as tenants in common in undivided shares and the holders of mortgages and liens upon the Units shall have mortgages and liens upon the respective undivided common interests of the Owners. The undivided share of each tenant in common shall be the same as his undivided interest in Common Elements prior to termination. Any asset of the Council, any funds held by the Board, and any insurance proceeds shall also be the property of the former Owners as tenants in common in the same undivided shares as their interest in Common Elements prior to termination. The costs incurred by the Board in connection with termination shall be considered a Common Expense.

Section 4. Partition. After termination, the Condominium Property shall be subject to an action for partition by any Owner or any lienor in which event the net proceeds from the judicial sale shall be divided among all Owners in proportion to their respective interest in Common Elements and shall be payable jointly to each Owner and mortgagee and delivered to the mortgagee.

ARTICLE XIV

CONDEMNATION

Section 1. General. Whenever all or any part of the Property shall be taken by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Trustee. Unless otherwise required by law at the time of such taking, any award made therefor shall be disbursed by the Trustee, as hereinafter provided in this Article XIV.

Section 2. General Common Area. If the taking is confined to the General Common Area and Facilities on which improvements shall have been constructed and if at least seventy-five percent (75%) of the total vote of the Association and their respective mortgagees shall decide within 60 days after such taking to replace said improvements, or any part thereof, on the remaining land included in the General Common Area and Facilities and according to plans therefor to be approved by the Association, then the Board of Directors shall arrange for such replacement and the trustee shall disburse the proceeds of such award in the same manner as they are required to disburse insurance proceeds where damage or destruction to the Property is to be repaired or reconstructed as provided for in Article X hereof; subject, however, to the right hereby reserved to the Association which may be exercised by a majority of the total vote thereof to provide for the disbursement by the Trustee of the remaining proceeds held by it (after payment of all costs incident to such replacement) to the Owners or their respective mortgagees or any one or more of them and their mortgagee in an amount proportionate to the Percentages Interest appurtenant to their Units established herein, which proportionate amounts shall correspond with the proportionate damages sustained by the Owners or any one or more of them as the Association may determine. If at least seventy-five percent (75%) of the total vote of the Association and their respective mortgagees shall not decide within 60 days after such taking to replace such improvements or if the taking is confined to the General Common Area and Facilities on which no improvements shall have been constructed, then the Association or the Trustee, as the case may be, shall disburse the proceeds of the award in the manner hereinabove provided for the disbursement of the remaining proceeds of an award after payment of all costs incident to replacement of improvements taken, including the right reserved to the Association to provide for the disbursement by the Trustee of the remaining

proceeds shall be it to the Owners in proportionate amounts.

Section 3. Units. If the taking includes one or more Units, any part or parts thereof or the Limited Common Area and Facilities, or parts thereof, to which a Unit has exclusive use then the award shall be disbursed and all related matters, including, without limitation, alteration of the Percentage Interest appurtenant to each Unit, shall be handled pursuant to and in accordance with the consent of all Owners expressed in a duly recorded amendment to this Master Deed. In the event that such an amendment shall not be recorded within 90 days after such taking, then such taking shall be deemed to be and shall be treated as damage or destruction which shall not be repaired or reconstructed as provided for in Article XI herein, whereupon the development will be terminated in the manner therein prescribed.

ARTICLE XV

ARCHITECTURAL CONTROL

Section 1. Approval Required for Changes. To preserve the original architectural appearance of the Shaftesbury Woods Horizontal Property Regime, after the purchase of an Apartment Unit from Grantor, its successors and assigns, no exterior construction of any nature whatsoever, except as specified in the Condominium Documents, shall be commenced or maintained upon any building, including without limitation, the Limited Common Area and Facilities nor shall there be any change, modification or alteration of any nature whatsoever of the design and appearance of any of the exterior surfaces, patios, or facades, nor shall any Owner paint, decorate, or change the color of any exterior surface, gate, fence or roof, nor shall any Owner change the design or color of the exterior lights, nor shall any Owner install, erect or attach to any part of the exterior any sign of any kind whatsoever, nor shall any exterior addition or change, including without limitation the generality of the foregoing, the erection or construction of any fence or wall, be

made unless and until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of exterior design, color and location in relation to the surrounding structures by the Board of Directors of the Association or by an architectural committee composed of three or more representatives appointed by the Board. Failure of the Board, or its designated committee, to approve or disapprove such plans and specifications within 30 days after their being submitted to it shall constitute denial.

ARTICLE XVI

EXTERIOR MAINTENANCE

Section 1. Responsibility of Association. Except as specifically provided to the contrary herein, the Association shall maintain, repair and replace, at its expense, all parts of the General Common Area and Facilities and Limited Common area and Facilities whether located inside or outside of the Apartment Unit, the costs of which shall be charged to the Unit Owners as a Common Expense subject to the provisions of Section 2 of this Article XVI. The Association shall have the irrevocable right, to be exercised by the Board of Directors, or its agent, to have access to each Apartment Unit from time to time during reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of any of the General Common Area and Facilities and/or Limited Common Area and Facilities therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the General Common Area and Facilities, Limited Common Area and Facilities or to other Units.

Section 2. Responsibility of Owner. In the event that the Board of Directors should determine that the need for maintenance or repairs by the Association as provided for in Section 1 of this Article XVI is caused through the willful or negligent act of an Owner, his family, guests or invitees, the cost of which is not covered or paid for by insurance then the

cost, both direct and indirect, of such maintenance or repairs shall be added to and become a part of the assessment to which such owner and his Unit is subject. Each Owner shall maintain, repair and replace at his own expense all portions of his Unit which may become in need thereof, including the heating and air-conditioning system for such Unit, all bathroom and kitchen fixtures and appliances, light fixtures, interior nonloadbearing walls, carpeting, drapes and other items within the Unit:

Further, each Owner shall, at his own expense, maintain, repair and replace, when necessary, that portion of the air-conditioning system servicing his Unit which is located adjacent to his Unit and each Owner shall, at his own expense, keep the Limited Common Area and Facilities to which his Unit has exclusive access and to which he has exclusive use clean and neat. If the Owner does not make those repairs required to be made by him within thirty (30) days from written demand from the Association, the same will be repaired by the Association and the cost thereof shall be assessed against the Unit owned by such Owner.

ARTICLE XVII

SPECIAL GRANTOR RIGHTS; TRANSFER

Section 1. Special Grantor Rights. Special Grantor rights are those rights reserved for the benefit of Grantor as provided for in the Act and this Master Deed, and shall include without limitation the following rights: (a) to add an additional phase to the Regime; (b) to maintain sales offices, management offices, signs advertising the Condominium and models; (c) to use easements through the Common Elements for the purpose of making improvements within the Condominium or any Additional Property.

Section 2. Transfer of Special Grantor Rights.

(a) No special Grantor rights created or reserved under the Act or as provided for in this Master Deed may be transferred except to a construction lender or other title

holder of Additional Properties.

(b) Upon transfer of any special Grantor right, the liability of a transferor Grantor is as follows:

(1) A Transferor is not relieved of any obligations or liability arising before the transfer and remains liable for warranty obligations imposed upon him by the Act. Lack of privity does not deprive any Unit Owner of standing to bring an action to enforce any obligation of the transferor.

(2) If a transferor retains any special Grantor rights, the transferor is subject to liability for all obligations and liabilities imposed on a Grantor by the Act or by the Master Deed and is jointly and severally liable with the successor for the liabilities and obligations of the successor which relate to the Condominium.

(c) Unless otherwise provided in the mortgage, in case of foreclosure of the mortgage, deed in lieu of foreclosure, judicial sale, or sale under Bankruptcy Act or receivership proceedings, of any Units owned by a Grantor in the Condominium, a person acquiring title to all the Units being foreclosed or sold, but only upon his request, succeeds to all special Grantor rights related to those Units, and to any rights reserved in the Master Deed to maintain models, sales office and signs. The judgment or instrument conveying title shall provide for transfer of only the special Grantor rights requested.

(d) Upon foreclosure, deed in lieu of foreclosure, judicial sale, or sale under Bankruptcy Act or receivership proceedings, of all Units in a Condominium owned by the Grantor, the Grantor ceases to have any special rights.

(e) The liabilities and obligations of persons who succeed to special Grantor rights are as follows:

(1) A successor to any special Grantor rights is subject to all obligations and liabilities imposed upon Grantor by the Act or this Master Deed but he is not subject to liability for misrepresentations or warranty obligations on

improvements made by any previous Grantor or made before the condominium was created, or for a breach of fiduciary obligation by any previous Grantor.

(2) A Successor to only a right reserved in the Master Deed to maintain models, sales office and signs, may not exercise any other special Grantor right, and is not subject to any liability or obligation as a Grantor.

(3) A successor to all special Grantor rights who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Units, may declare his intention in a recorded instrument to hold those rights solely for transfer to another Person. Thereafter, until transferring all special Grantor rights to any Person acquiring title to any Unit owned by the successor, or until recording any instrument permitting exercise of all those rights, that successor may not exercise any of those rights and any attempted exercise of those rights is void. So long as a successor Grantor may not exercise special Grantor rights under this subsection, he is not subject to any liability or obligation as a Grantor other than as provided in the Act.

(4) Nothing in this Article subjects any successor to a special grantor right to any claims against or other obligations of a transferor, other than claims and obligations arising under the Act or the Master Deed.

ARTICLE XVIII

MISCELLANEOUS

Section 1. Application. All Co-owners, tenants of Co-owners, employees of Co-owners and tenants, or any other persons that may in any manner use the property or any part thereof shall be subject to the Act and to this Master Deed and the By-Laws.

Section 2. Compliance. Each Co-owner shall comply strictly with the By-Laws and with the administrative rules and

regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the covenants, conditions, and restrictions set forth in this Master Deed or in the deed to the Apartment of such Co-owner. Failure to comply with any of the same shall be grounds for a civil action to recover sums due for damages or injunctive relief, or both, maintainable by the manager if one is appointed, or the Board of Directors on behalf of the Council or, in a proper case, by an aggrieved Co-owner. Failure by the Association or any owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Time Sharing. None of the Apartments herein shall be used for or subject to any type of Vacation Time Sharing Plan as defined by the 1976 Code of Laws for the State of South Carolina, as amended, Section 27-32-10, et seq., or any subsequent laws of this State dealing with that or similar type ownership without prior written consent of Grantor, its Successors and Assigns.

Section 4. Waiver. No provision hereof shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 5. Conflicts. This Master Deed is executed to comply with the requirements of the Act, and in the event that any of the provisions hereof conflict with the provisions of the Act, the Act shall control.

Section 6. Severability. The provisions of this Master Deed are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder hereof.

Section 7. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Master Deed or the intent of any provision hereof.

Section 8. Gender and Number. All pronouns used herein shall be deemed to include the masculine, the feminine and the neuter and the singular and the plural whenever the context requires or permits.

Section 9. Notice to Owners of South Carolina Coastal Council Jurisdiction. Notice is hereby given of the restriction that any portion of the Common Property which may be submerged land or other critical areas, all activities on or over and all uses of the submerged land or other critical areas are subject to the jurisdiction of the Coastal Council, including, but not limited to, the requirements that any activity or use must be authorized by the South Carolina Coastal Council. Any Owner is liable to the extent of his ownership for any damages to, any inappropriate or unpermitted uses of, and any duties or responsibilities concerning any submerged land, coastal waters, or any other critical areas. See Exhibit D attached hereto, which shows and depicts the critical line and critical areas.

ARTICLE XIX

MORTGAGE RIGHTS. Section 1. Association to Maintain Register of Owners and Mortgagees. The Association shall maintain a register setting forth the name of the Owner of each of the Condominium Units. In the event of the transfer of any Condominium Unit to a third party, the transferee shall notify the Association in writing of his interest in such Condominium Unit, together with the recording information necessary to identify the instrument by which the transferee has acquired his interest. The Owner of each Unit shall also notify the Association of the parties holding any mortgage on any Condominium Unit, the amount of such mortgage and the recording information necessary to identify the mortgagee. The Holder of any mortgage upon any Condominium Unit may notify the Association of the existence of any mortgage and the Association shall register in its records all pertinent information relating thereto.

Section 2. Rights Reserved Unto Mortgagee. As

long as any mortgagee shall hold any mortgage upon any Condominium Unit or Units, or shall be the Owner of any Condominium Unit or Units, such mortgagee shall have the following rights:

(a) To approve the company or companies with whom casualty insurance is placed. (b) To examine, upon request and at reasonable times and upon reasonable notices, the books and records of the Association; and to be furnished at least one copy of the Annual Audited Financial Statement and Report of the Association prepared by a Certified Public Accountant designated by the Association, such Financial Statement and Report to be furnished by April 1 of each calendar year.

(c) To be given written notice by the Association of the call of any meeting of the membership, which notice shall state the purpose of such meeting; and to designate a representative to attend.

(d) To be given written notice of default by any Owner owning a Condominium Unit encumbered by a mortgage held by the Mortgagee, such notice to be sent to the place which it may designate in writing.

(e) To be given written notice of any loss to, or taking of, the Common Property if such loss or taking exceeds Ten Thousand and no/100 Dollars (\$10,000.00) or damage in excess of One Thousand and no/100 Dollars (\$1,000.00) to a Condominium Unit on which such mortgagee shall hold a mortgage.

(f) To receive written notice of any condemnation or eminent domain proceeding or proposed acquisition by a condemning authority.

IN WITNESS WHEREOF, Grantor has executed this Master Deed this 8th day of April, 1987.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
[Signature]

WATERWAY CUT ASSOCIATES

By [Signature]
Ralph R. Fitts, Partner
STATE STREET COMPANY, INC.,
Partner
By [Signature]
Charles E. Eiserhardt, Jr.,
President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named WATERWAY CUT ASSOCIATES, by Ralph R. Fitts, Partner and State Street Company, Inc., Partner, by Charles E. Eiserhardt, Jr., its President, sign, seal and as its act and deed, deliver the within written Master Deed and that (s)he with the other witness above subscribed, witnessed the execution thereof.

Judy E. Talbot

SWORN to before me this 5th

day of April, 1987.

[Signature]

(SEAL)

Notary Public for South Carolina

My Commission Expires: 1-16-88

EXHIBIT A

DESCRIPTION OF PROPERTY

ALL that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, shown and designated as Tract 8B, Lot 2a on a Plat entitled "Plat Showing The Subdivision of Tract 8B, Lot 2, Wappoo Creek Drive, City of Charleston, Charleston County, S.C." prepared by Curtis W. Lybrand, Jr., C.E. and L.S. dated October 22, 1986, and recorded in the R.M.C. Office for Charleston County in Plat Book BL, Page 170. The said lot having such size, shape, dimensions, buttings and boundings, more or less, as will by reference to said plat more fully appear.

Notwithstanding any language to the contrary contained herein, no warranty of title is given to that area designated as "marsh" on said plat.

BEING a portion of the same premises conveyed to the Grantor herein by Deed of the Moorings Corporation dated June 12, 1984 and recorded in said R.M.C. Office in Book W-137, Page 359.

EXHIBIT B

DESCRIPTION OF ADDITIONAL PROPERTY

ALL that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, shown and designated as Tract 8B, Lot 2b on a Plat entitled "Plat Showing The Subdivision of Tract 8B, Lot 2, Wappoo Creek Drive, City of Charleston, Charleston County, S.C." prepared by Curtis W. Lybrand, Jr., C.E. and L.S. dated October 22, 1986, and recorded in the R.M.C. Office for Charleston County in Plat Book 8L, Page 170. The said lot having such size, shape, dimensions, buttings and boundings, more or less, as will by reference to said plat more fully appear.

Notwithstanding any language to the contrary contained herein, no warranty of title is given to that area designated as "marsh" on said plat.

BEING a portion of the same premises conveyed to the Grantor herein by Deed of the Moorings Corporation dated June 12, 1984 and recorded in said R.M.C. Office in Book W-137, Page 359.

EXHIBIT C

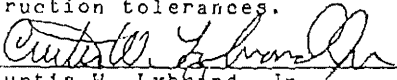
PHASE	BUILDING	UNIT	LOT	STATUTORY VALUE PER UNIT	PERCENTAGE OWNERSHIP IN COMMON ELEMENTS	
					PHASE I*	PHASE II
I	A	1	2a	\$166,000.00	6.667%	3.333%
I	A	2	2a	\$166,000.00	6.667%	3.333%
I	A	3	2a	\$166,000.00	6.667%	3.333%
I	A	4	2a	\$166,000.00	6.667%	3.333%
I	A	5	2a	\$166,000.00	6.667%	3.333%
I	A	6	2a	\$166,000.00	6.667%	3.333%
I	A	7	2a	\$166,000.00	6.667%	3.333%
I	A	8	2a	\$166,000.00	6.667%	3.333%
I	A	9	2a	\$166,000.00	6.667%	3.333%
I	A	10	2a	\$166,000.00	6.667%	3.333%
I	A	11	2a	\$166,000.00	6.667%	3.333%
I	A	12	2a	\$166,000.00	6.667%	3.333%
I	A	13	2a	\$166,000.00	6.667%	3.333%
I	A	14	2a	\$166,000.00	6.667%	3.333%
I	A	15	2a	\$166,000.00	6.667%	3.333%
				<u>\$2,490,000.00</u>	100.000%	
II	B	1	2b	\$166,000.00		3.333%
II	B	2	2b	\$166,000.00		3.333%
II	B	3	2b	\$166,000.00		3.333%
II	B	4	2b	\$166,000.00		3.333%
II	B	5	2b	\$166,000.00		3.333%
II	B	6	2b	\$166,000.00		3.333%
II	B	7	2b	\$166,000.00		3.333%
II	B	8	2b	\$166,000.00		3.333%
II	B	9	2b	\$166,000.00		3.333%
II	B	10	2b	\$166,000.00		3.333%
II	B	11	2b	\$166,000.00		3.333%
II	B	12	2b	\$166,000.00		3.333%
II	B	13	2b	\$166,000.00		3.333%
II	B	14	2b	\$166,000.00		3.333%
II	B	15	2b	\$166,000.00		3.333%
				<u>\$2,490,000.00</u>		100.000%
				<u>\$4,980,000.00</u>		

*The value for percentage ownership in the common elements per unit for Phase I are adjusted by rounding. The actual ownership interest represents the value of the individual unit in Phase I with relation to the total value for the Phase I units. The figures for the percentage ownership in the common elements per unit for Phase I and Phase II are adjusted by rounding and based upon the assumption that the Grantor elects to bring into the regime all of the respective Phase II units.

EXHIBIT F

ENGINEER'S CERTIFICATE

I, Curtis W. Lybrand, Jr., Registered Civil Engineer and Land Surveyor, certify that the buildings and improvements as shown and depicted in Exhibits to the Master Deed establishing The Moorings Horizontal Property Regime attached herewith, are constructed within reasonable construction tolerances.


Curtis W. Lybrand, Jr.
Registered Civil Engineer and
Land Surveyor for the State of
South Carolina, Reg. No. 5770.

THE MOORINGS HORIZONTAL PROPERTY REGIME

EXHIBIT C

The apartments include (a) the space enclosed by the finished surfaces of perimeter and interior walls, ceilings and floors thereof, including vents, doors, windows and such other structural elements that ordinarily are regarded as enclosures of space; (b) all interior dividing walls and partitions (including the space occupied by such walls or partitions); and (c) the decorated inner surfaces of said perimeter and interior walls (including the decorated inner surfaces of all interior load bearing walls) and floors, ceilings, consisting (as the case may be) of paint, carpeting, tiles and other furnishing materials and fixtures affixed or installed and for the sole and exclusive use of any dwelling space, commencing at the point of disconnection from the structural body of the building and from utility lines, pipes, or systems serving the dwelling space. No pipes, wires, conduits or other public utility lines or installations constituting a part of the overall systems designed for the service of any particular dwelling space of a building, nor any property of any kind, including fixtures and appliances within any apartment, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building shall be deemed to be a part of any apartment.

In accordance with the provisions of the Master Deed herein The Moorings Horizontal Property Regime, an expandable regime may be developed in two (2) phases at the sole discretion of the Grantor. Phase I and the additional phase are described in Article II, Section II and Article III, Section I herein.

The units are described as follows:

PHASE I, BUILDING A

FIRST FLOOR (Exhibit E-1)

Unit 1 and Unit 5 have the same basic floor plan with one being the mirror image of the other. Each unit contains a storage room, an entry foyer and adjoining utility room, and bedroom with closets, bath and deck. From the foyer there are steps leading down to a hallway which adjoins the master bedroom with closets, vanity and adjoining bathroom and deck. Also there is a bath off the hallway and hall closets. Also at this level there is the kitchen with pantry, dining room and living room with fireplace and adjoining screened deck and deck with steps leading to the outside.

Units 2, 3 and 4 have the same basic floor plan and are typical of each other. Each unit contains a storage room, entry foyer and step down hallway with closets, a utility room, bathroom off of hallway, 2 bedrooms with closets and adjoining bathrooms and decks, kitchen with pantry, dining room, living room with fireplace and adjoining screened deck and deck with steps leading to the outside.

SECOND FLOOR (Exhibit E-2)

Unit 6 and Unit 10 have the same basic floor plan with one being the mirror image of the other. Each unit contains a storage room, an entry foyer and step down hallway with closets, utility room, bathroom off of hallway, bedroom with closets and adjoining bath and deck, master bedroom with closets, vanity with closet and adjoining bathroom and deck, kitchen with pantry, dining room and living room with fireplace and adjoining deck.

Units 7, 8 and 9 have the same basic floor plan and are typical of each other. Each unit contains a storage room, an entry foyer with step down hallway with closets, a utility room, bathroom off of hallway, 2 bedrooms with closets and adjoining bathrooms and decks, kitchen with pantry, dining room, living room with fireplace and adjoining deck.

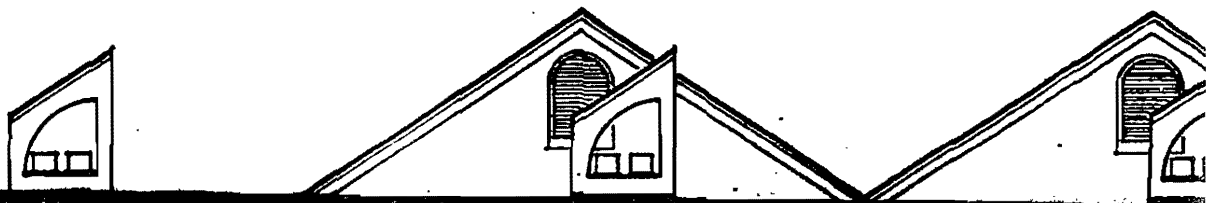
THIRD FLOOR AND FOURTH FLOOR (Exhibit E-3 and
Exhibit E-4)

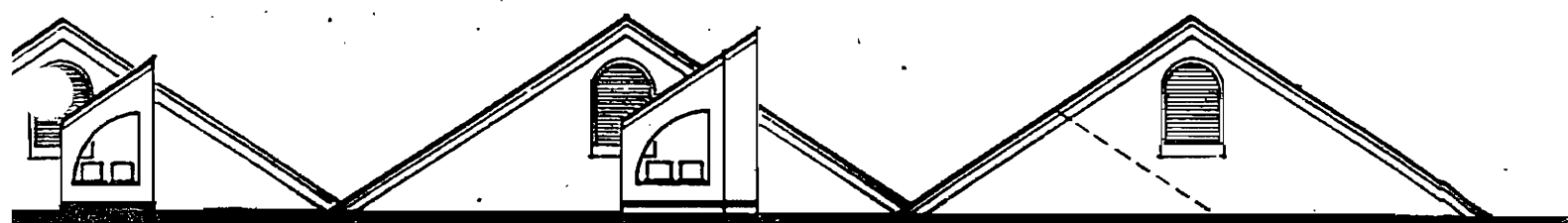
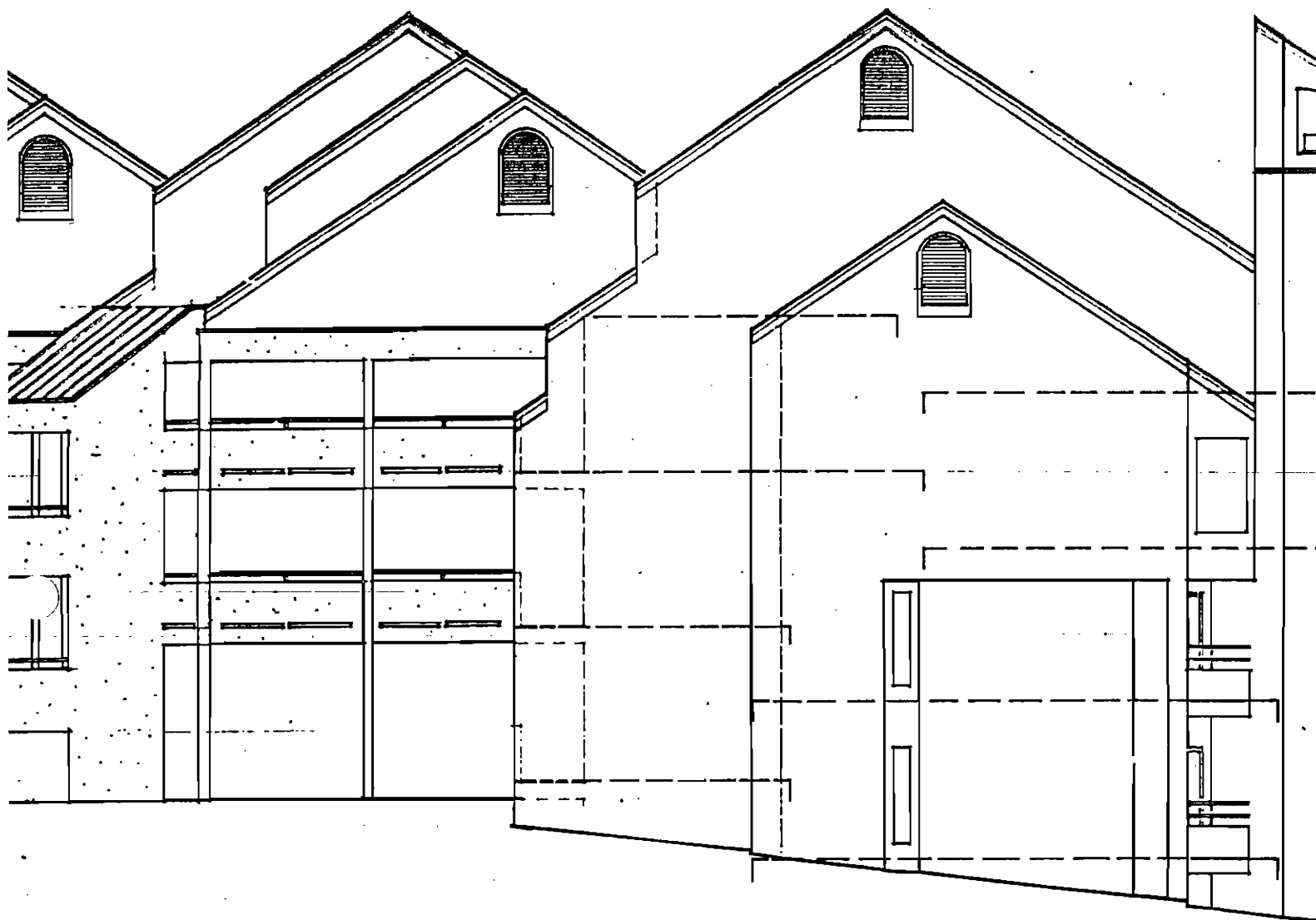
Unit 11 and Unit 15 have the same basic floor plan with one being the mirror image of the other. On the third floor level each unit contains a storage room, an entry foyer. Adjoining the foyer is a utility room and a bedroom with a closet, vanity, bath and deck. From the foyer there are steps down leading to the living room which has a closet, fireplace and adjoining bath. On that level is also the kitchen with pantry, dining room and adjoining deck. From the foyer there are steps leading up to the fourth floor level to a landing for the master bedroom with closet, vanity, bath, adjoining deck and storage area. From the landing, steps go up to another level to a hallway which enters a bedroom with a closet, vanity and bath. Also there is an additional storage area.

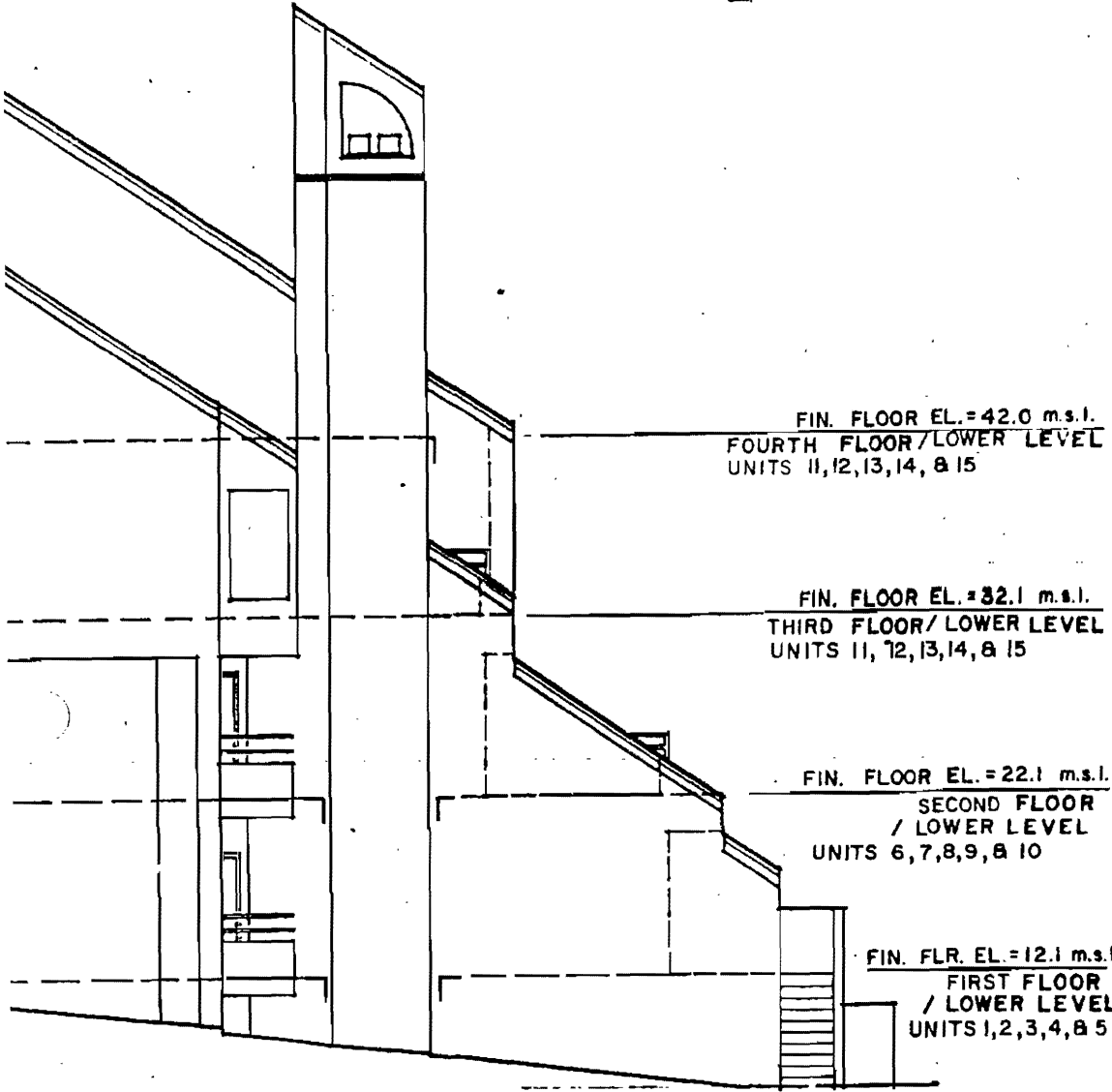
Units 12, 13 and 14 have the same basic floor plan and are typical of each other. On the third floor level each unit contains a storage room, an entry foyer and coat closet. Adjoining the foyer is a utility room and a bedroom with a closet, vanity, bath and deck. From the foyer there are steps down leading to the living room which has a closet, fireplace and adjoining bath. On that level is also the kitchen with pantry, dining room and adjoining deck. From the foyer there are steps leading up to the fourth floor level to a landing for the master bedroom with closet, vanity, bath, adjoining deck and storage area. From the landing, steps go up to another level to a hallway which enters a bedroom with a closet, vanity and bath. Also there is an additional storage area.



EAST ELEVATION 1/8":1'-0"







FIN. FLOOR EL. = 42.0 m.s.l.
FOURTH FLOOR / LOWER LEVEL
UNITS 11, 12, 13, 14, & 15

FIN. FLOOR EL. = 32.1 m.s.l.
THIRD FLOOR / LOWER LEVEL
UNITS 11, 12, 13, 14, & 15

FIN. FLOOR EL. = 22.1 m.s.l.
SECOND FLOOR
/ LOWER LEVEL
UNITS 6, 7, 8, 9, & 10

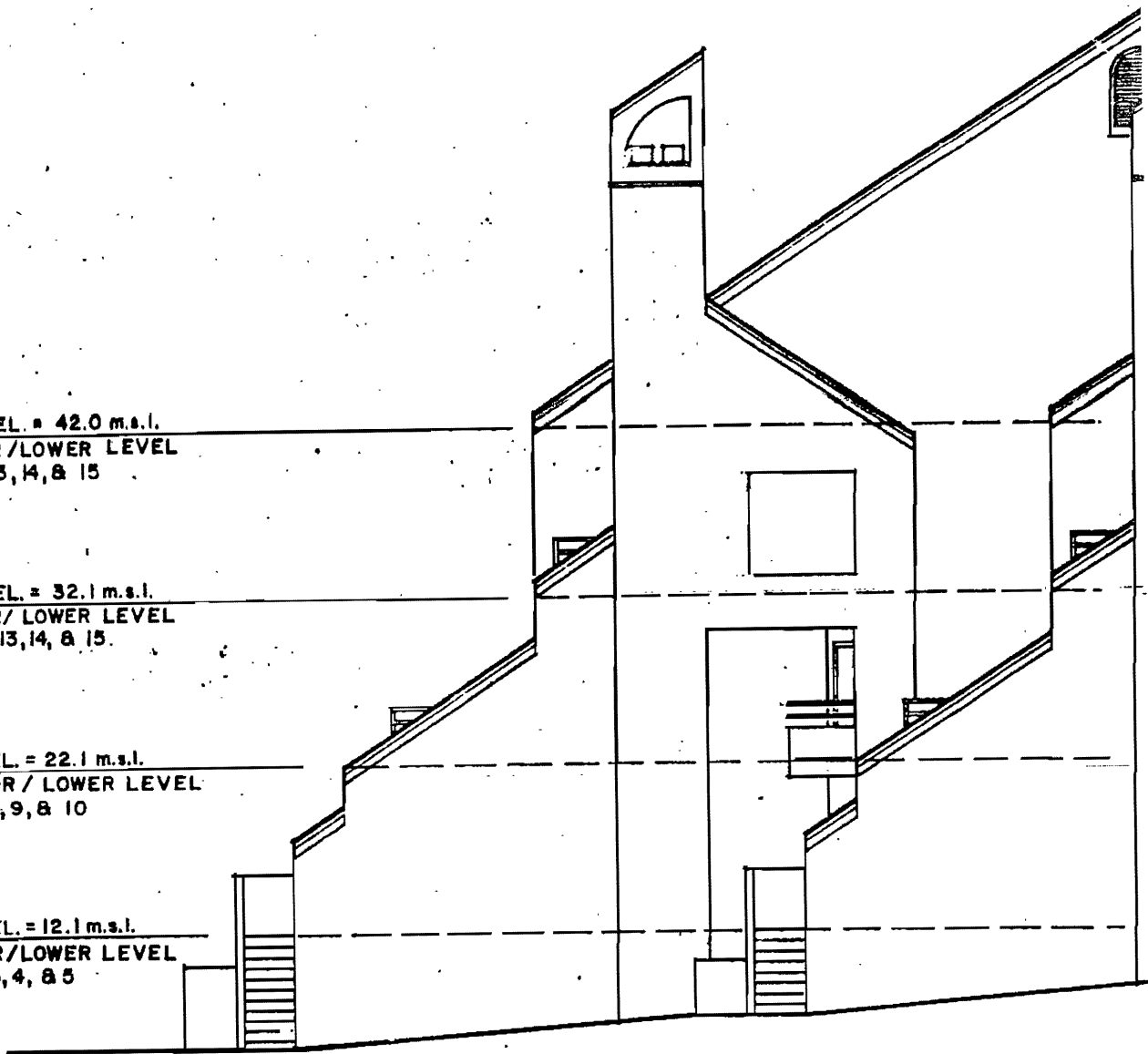
FIN. FLR. EL. = 12.1 m.s.l.
FIRST FLOOR
/ LOWER LEVEL
UNITS 1, 2, 3, 4, & 5

FIN. FLOOR EL. = 42.0 m.s.l.
FOURTH FLOOR/LOWER LEVEL
UNITS 11, 12, 13, 14, & 15

FIN. FLOOR EL. = 32.1 m.s.l.
THIRD FLOOR/LOWER LEVEL
UNITS 11, 12, 13, 14, & 15

FIN. FLOOR EL. = 22.1 m.s.l.
SECOND FLOOR/LOWER LEVEL
UNITS 6, 7, 8, 9, & 10

FIN. FLOOR EL. = 12.1 m.s.l.
FIRST FLOOR/LOWER LEVEL
UNITS 1, 2, 3, 4, & 5

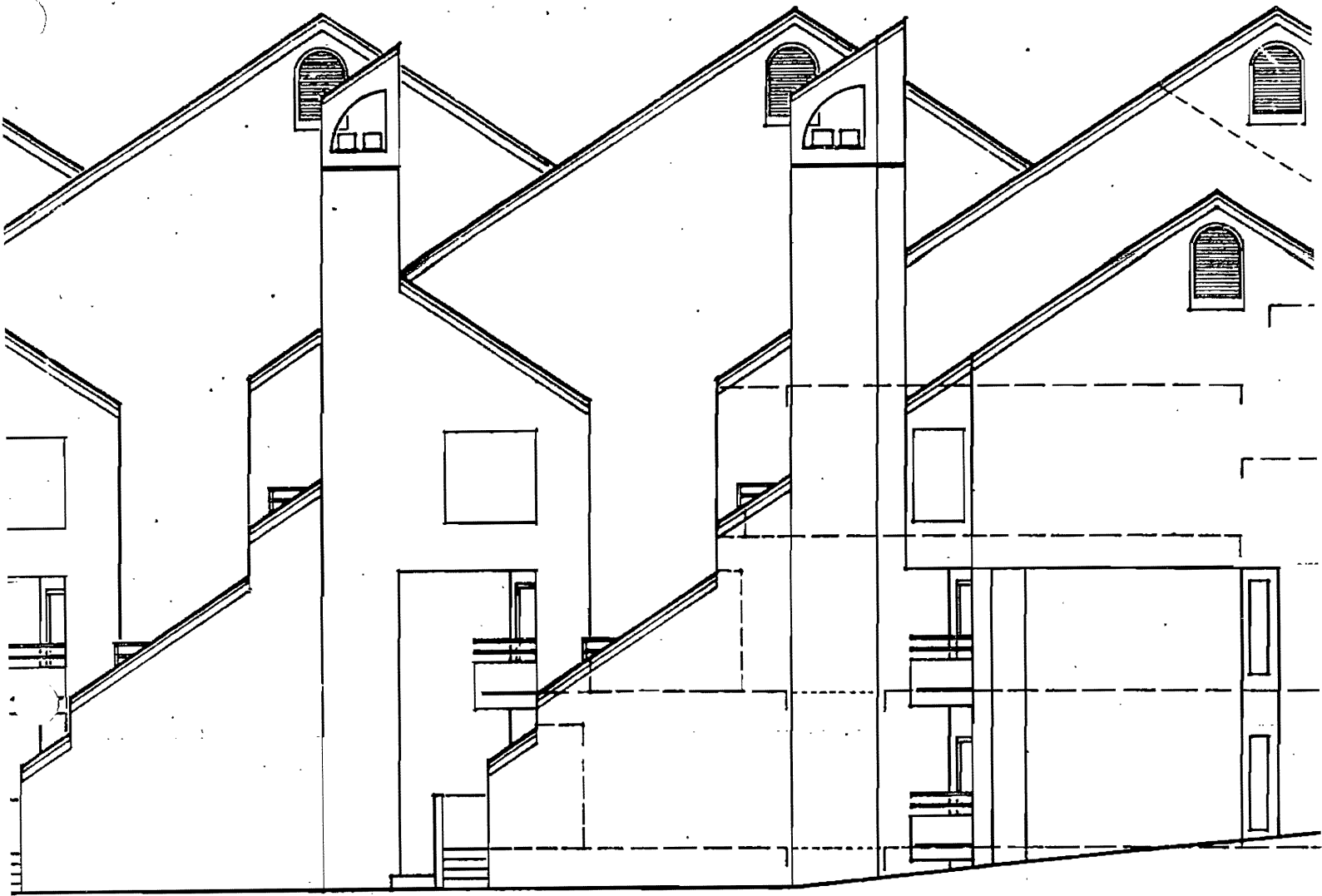


DRAWING FULLY AND ACCURATELY DEPICTS,
REASONABLE CONSTRUCTION TOLERANCES,
OUT. LOCATION, NUMBER IDENTIFICATION,
DIMENSIONS OF THE BUILDING AND UNITS
LOCATED THEREIN.

WEST ELEVATION

W. Lybrand, Jr.

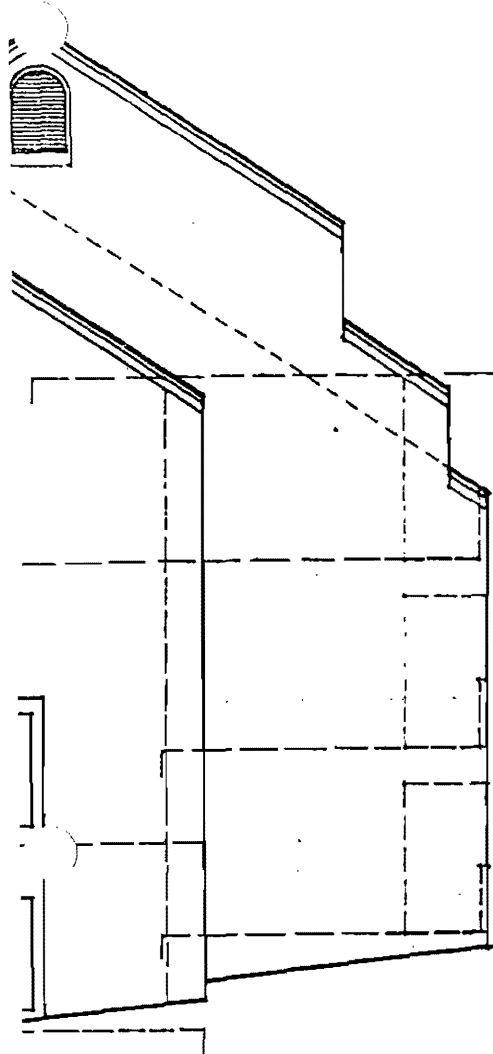
W. LYBRAND, JR.
ENGINEER & LAND SURVEYOR
P. No. 5770



1'-0"



DATUM: MEAN SEA LEVEL



FIN. FLOOR EL. = 47.0 m.s.l.
 FOURTH FLOOR / UPPER LEVEL
 UNITS 11, 12, 13, 14, & 15

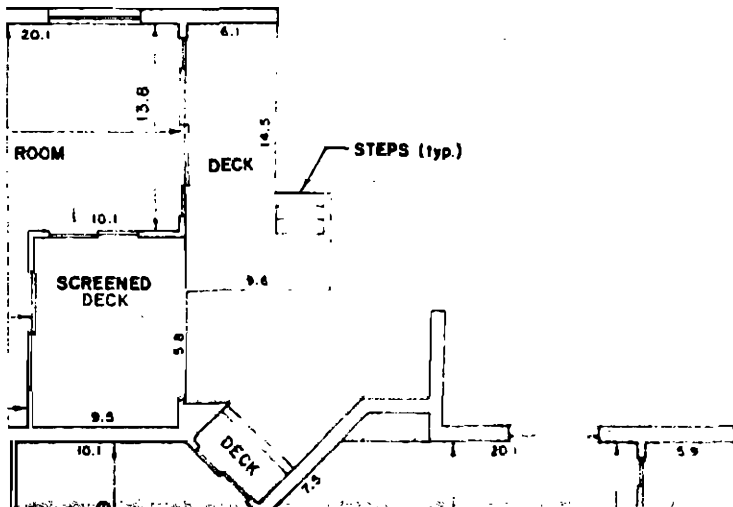
FIN. FLOOR EL. = 37.2 m.s.l.
 THIRD FLOOR / UPPER LEVEL
 UNITS 11, 12, 13, 14, & 15

FIN. FLOOR EL. = 27.2 m.s.l.
 SECOND FLOOR
 / UPPER LEVEL
 UNITS 6, 7, 8, 9, & 10

FIN. FLOOR EL. = 17.1 m.s.l.
 FIRST FLOOR
 / UPPER LEVEL
 UNITS 1, 2, 3, 4, & 5

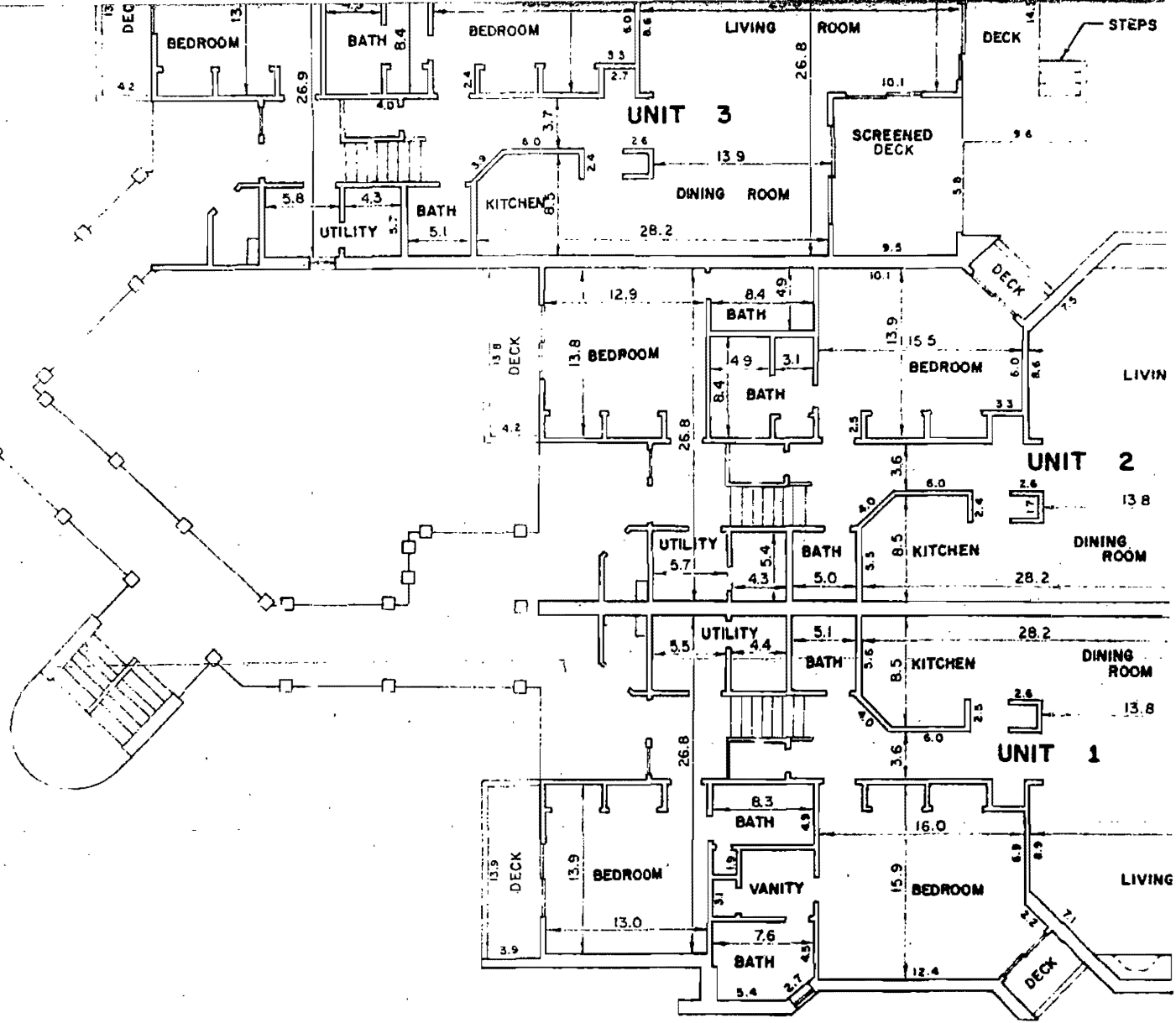
ELEVATIONS
 OF
 THE MOORINGS
 HORIZONTAL PROPERTY REGIME
 TRACT 8B, LOT 2a
 WAPPOO CREEK DRIVE
 CITY OF CHARLESTON
 CHARLESTON COUNTY, SOUTH CAROLINA
 SCALE: 1/8" = 1'-0" JUNE 26, 1986





FIRST FLOOR

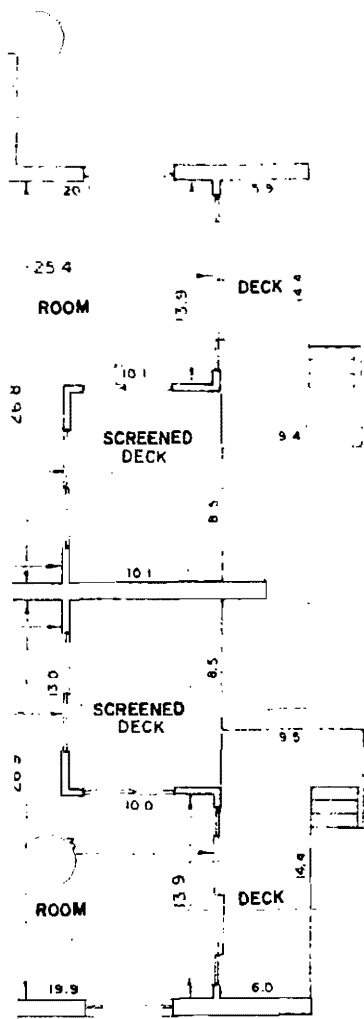
1,488	ft ²	Unit	1
1,413		Unit	2
1,413		Unit	3
1,413		Unit	4
1,488		Unit	5
<hr/>		TOTAL	
7,215			



FIRST FLOOR PLAN

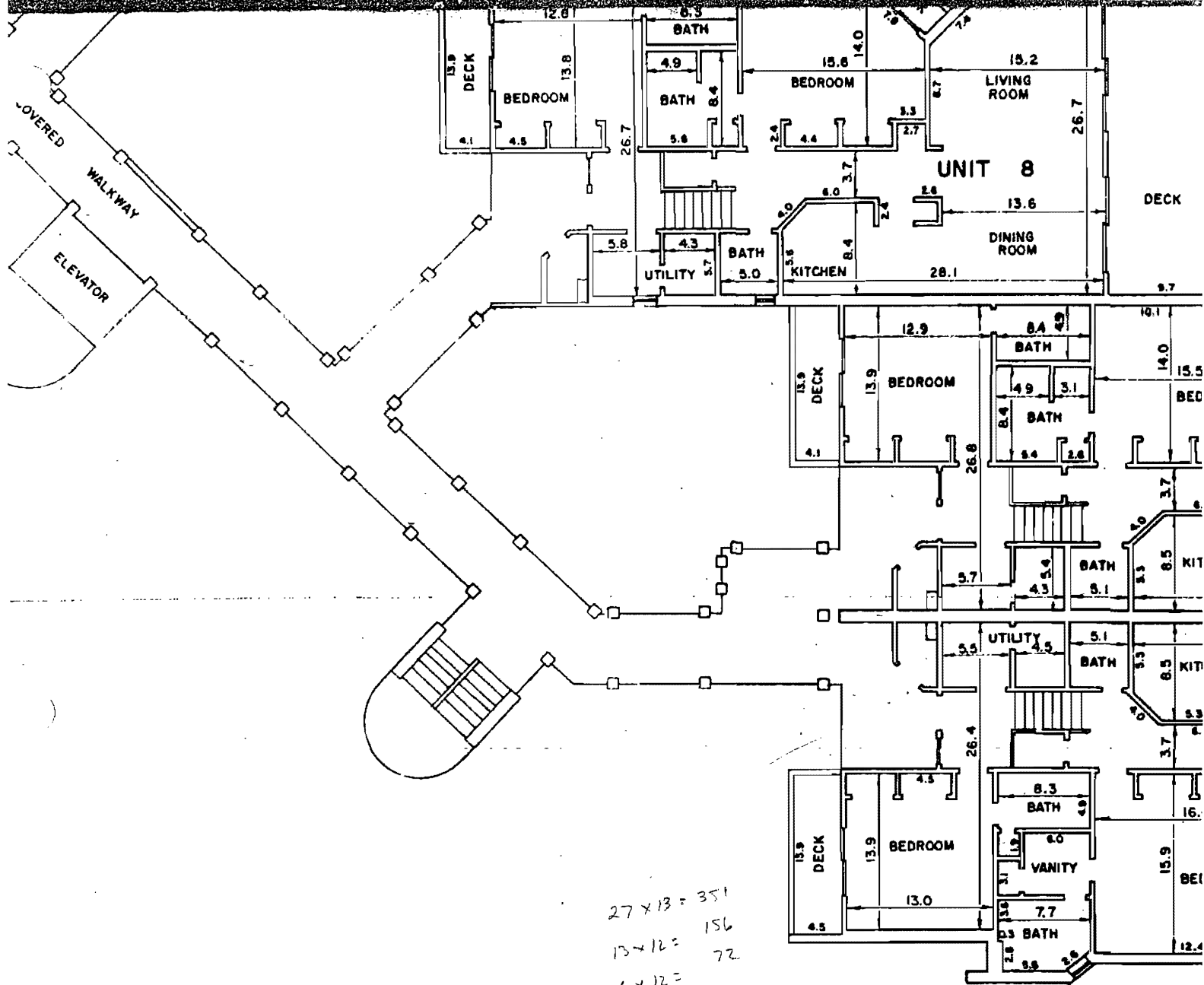


TOTAL 7,215 Sq. Ft.



THE MOORINGS
HORIZONTAL PROPERTY REGIME
TRACT 8B, LOT 2a
WAPPOO CREEK DRIVE
CITY OF CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA
SCALE: 1" = 10' JUNE 26, 1986

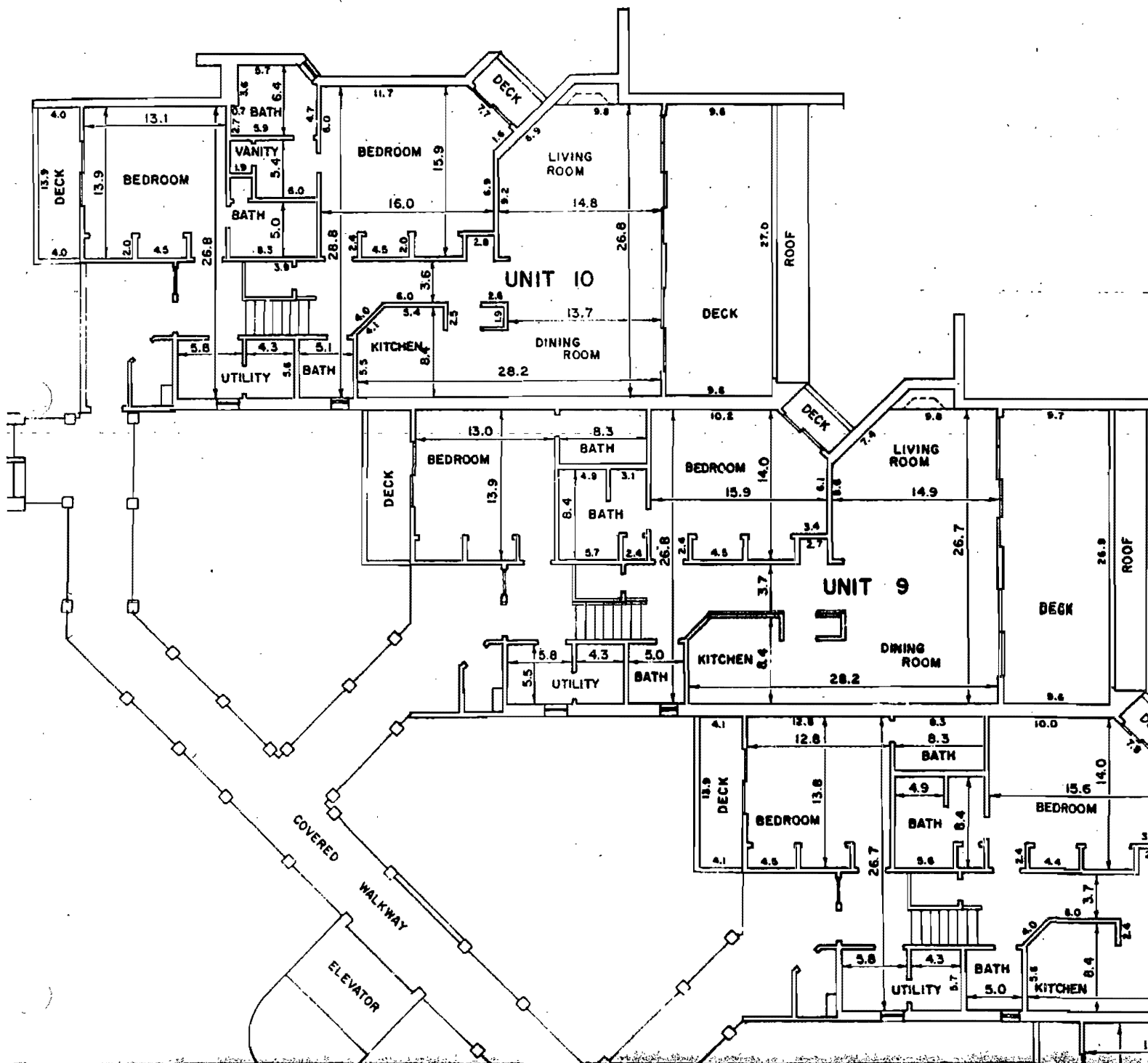
DWG. NO. LL-853 B1



$27 \times 13 = 351$
 $13 \times 12 = 156$
 $6 \times 12 = 72$
 $6 \times 11.5 = 690$
 $8 \times 15 \times 3 = 360$
 $\frac{1629}{\times 2}$
 3258

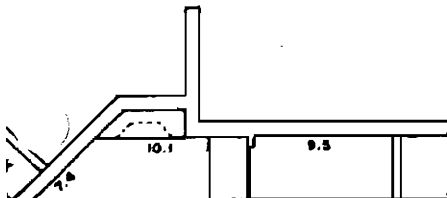
SECOND



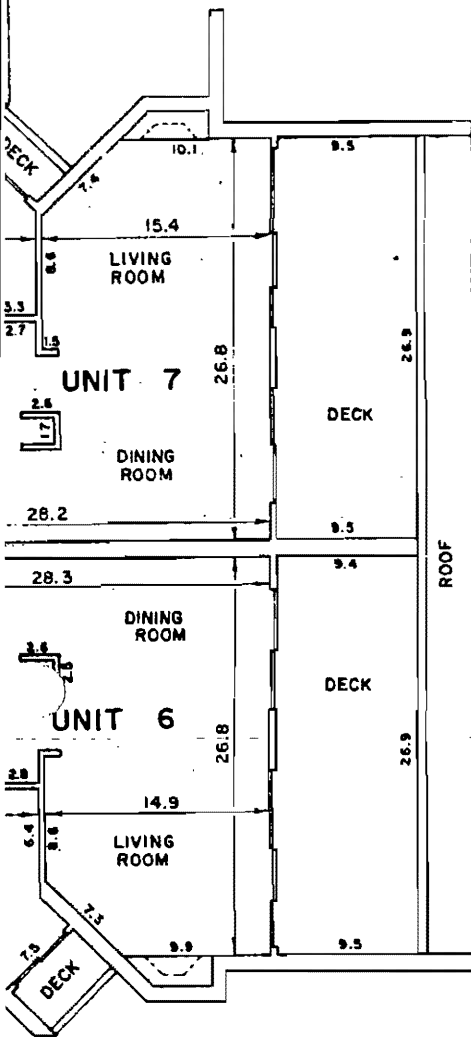


SECOND FLOOR

Unit 6	1,346 Sq. Ft.
Unit 7	1,279 Sq. Ft.
Unit 8	1,279 Sq. Ft.
Unit 9	1,279 Sq. Ft.
Unit 10	1,346 Sq. Ft.
TOTAL	6,529 Sq. Ft.

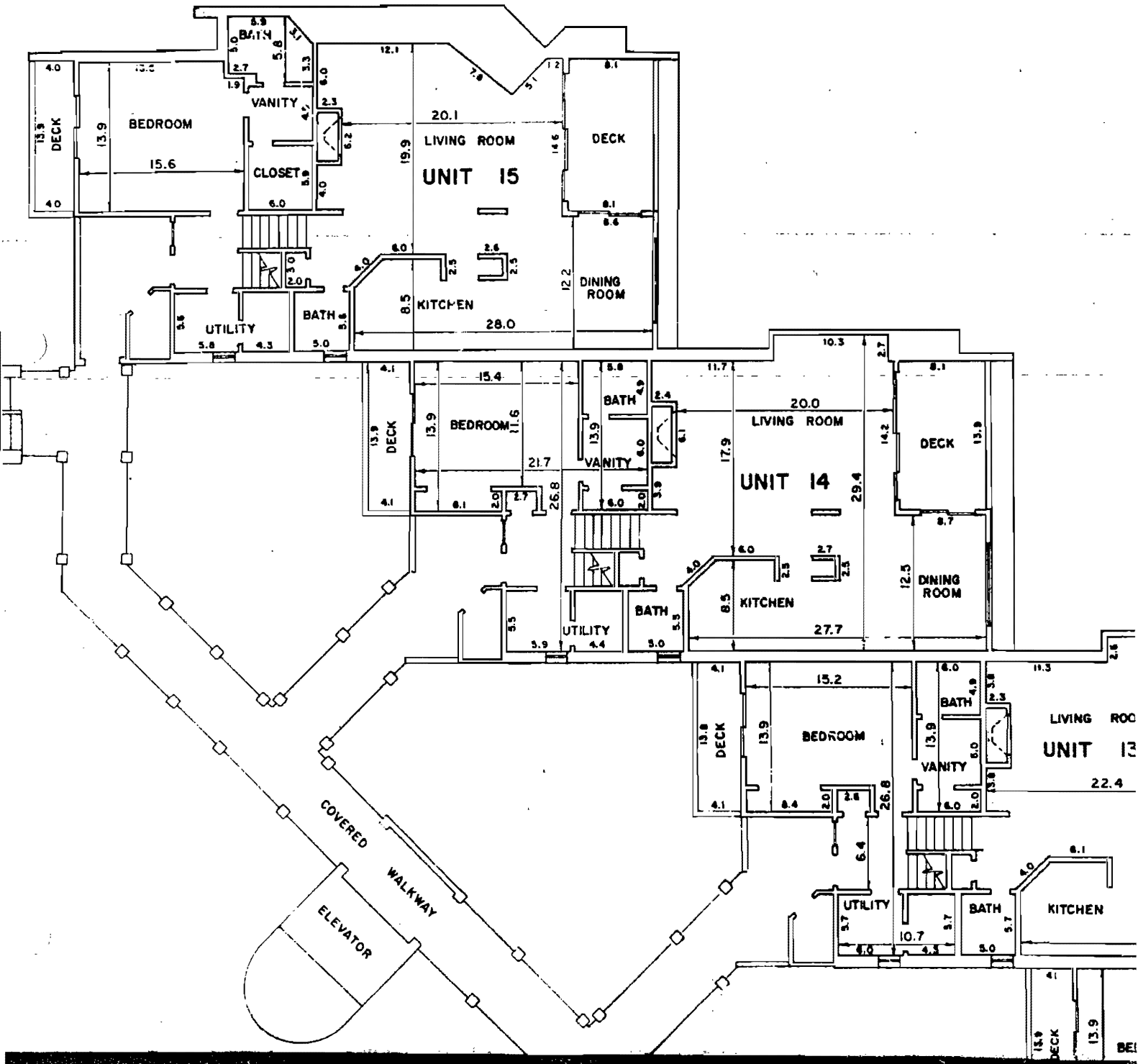


Unit	7	1,279 Sq. Ft.
Unit	8	1,279 Sq. Ft.
Unit	9	1,279 Sq. Ft.
Unit	10	1,346 Sq. Ft.
TOTAL		6,529 Sq. Ft.



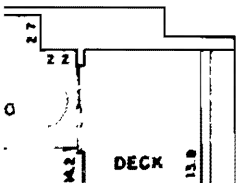
FLOOR PLAN

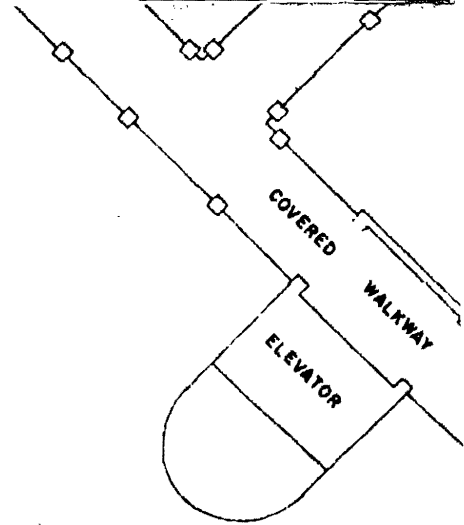
THE MOORINGS
HORIZONTAL PROPERTY F
TRACT 8B, LOT 2
WAPPOO CREEK DRIV
CITY OF CHARLESTO
CHARLESTON COUNTY, SOUTH CAR
SCALE: 1" = 10'
JUNE



THIRD FLOOR

Unit	11	1,204	Sq. Ft.
Unit	12	1,204	Sq. Ft.
Unit	13	1,204	Sq. Ft.
Unit	14	1,204	Sq. Ft.
Unit	15	1,204	Sq. Ft.
TOTAL		6,020	Sq. Ft.

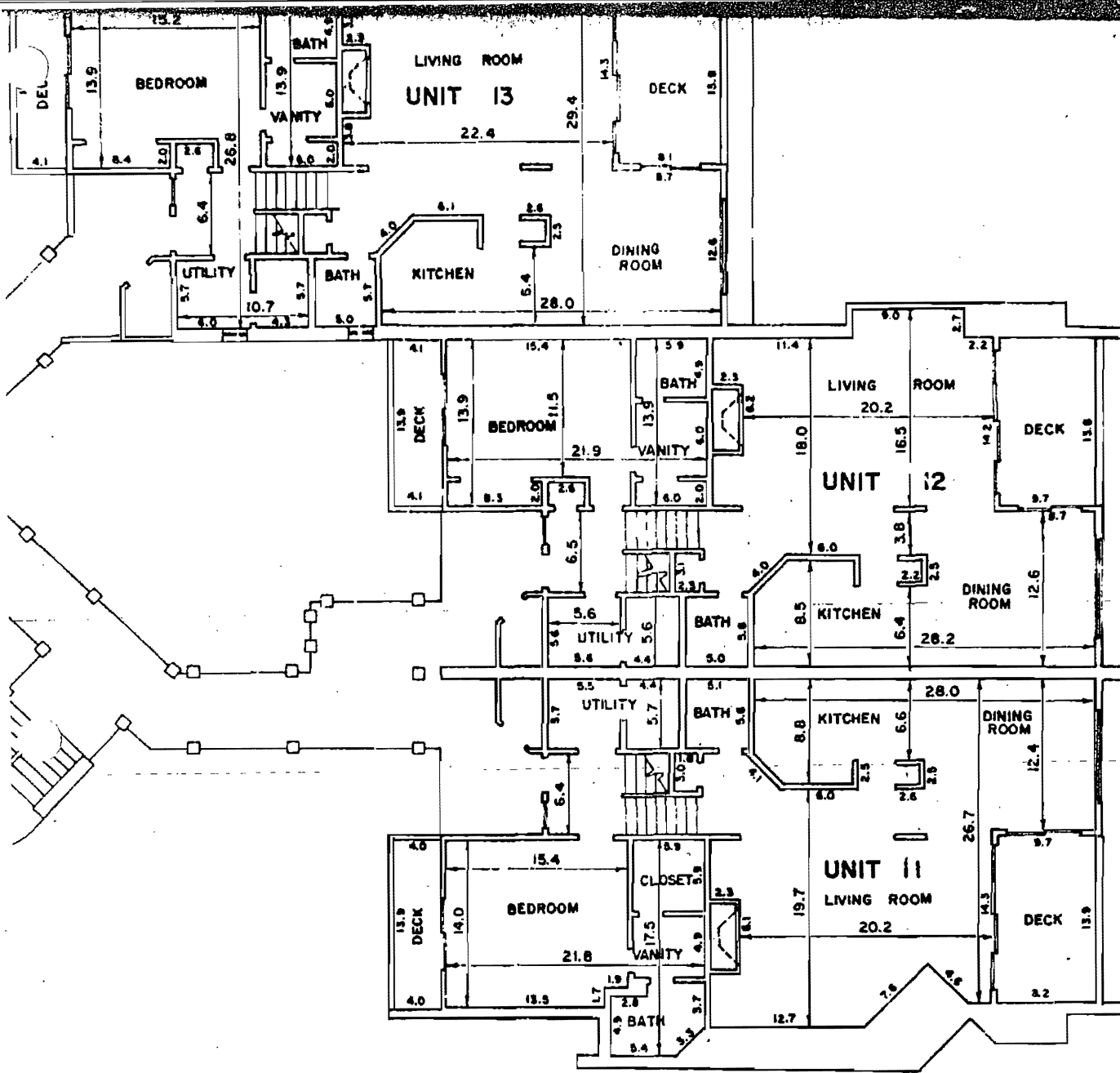




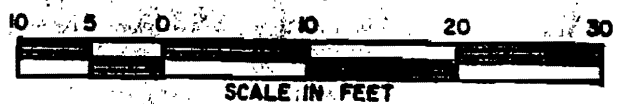
THIS DRAWING FULLY AND ACCURATELY DEPICTS,
WITHIN REASONABLE CONSTRUCTION TOLERANCES,
THE LAYOUT, LOCATION, NUMBER IDENTIFICATION,
AND DIMENSIONS OF THE BUILDING AND UNITS
CONTAINED THEREIN.

Curtis N. Lybrand, Jr.

CURTIS N. LYBRAND, JR.
CIVIL ENGINEER & LAND SURVEYOR
S.C. Reg. No. 5770



THIRD FLOOR PLAN



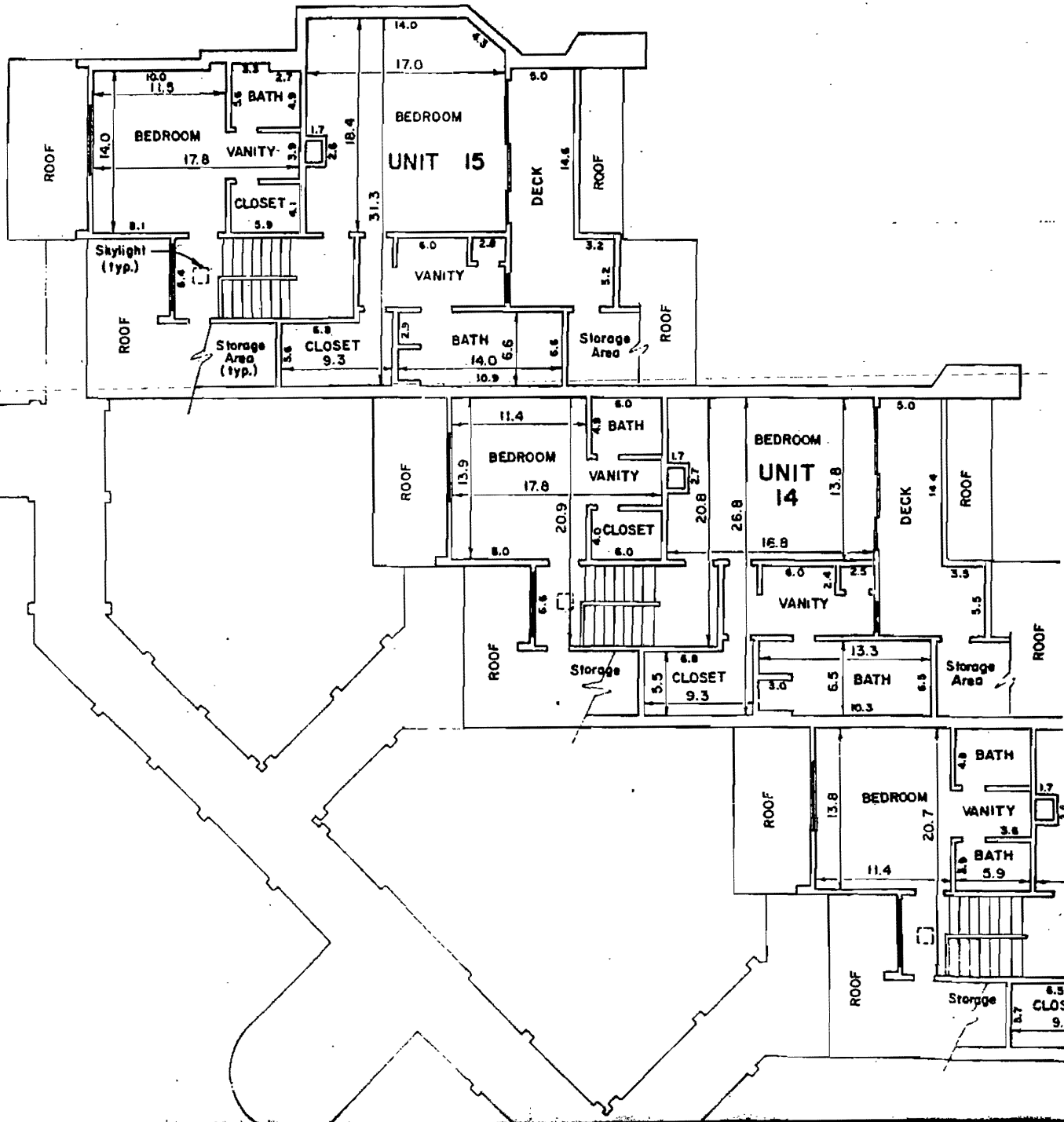
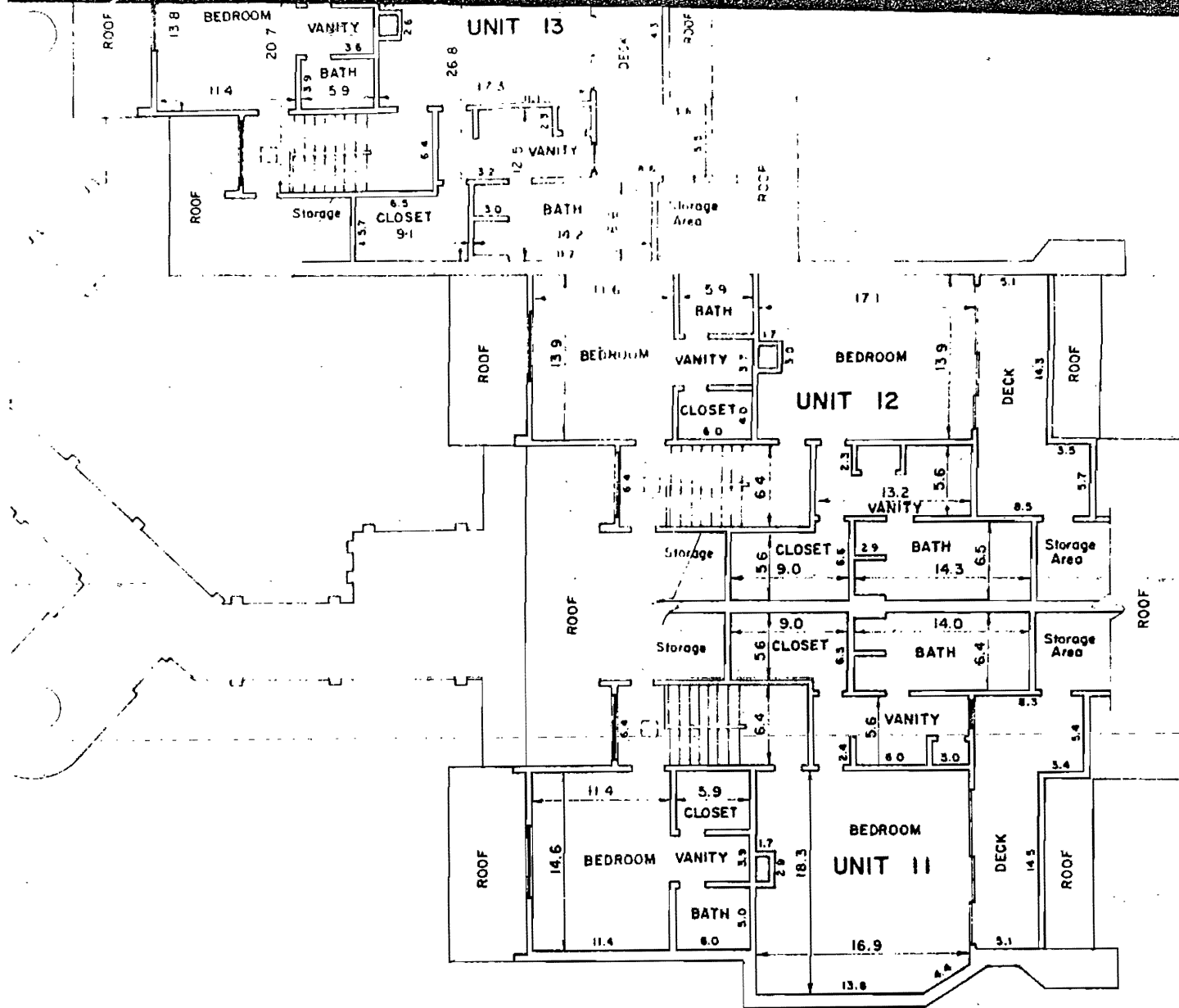


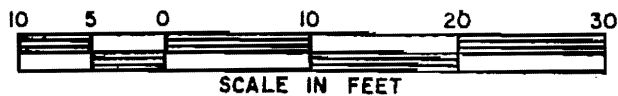
EXHIBIT E-4

FOURTH FLOOR

Unit 11	914 Sq. Ft.
Unit 12	838 Sq. Ft.
Unit 13	838 Sq. Ft.
Unit 14	838 Sq. Ft.
Unit 15	914 Sq. Ft.
TOTAL	4,342 Sq. Ft.



FOURTH FLOOR



STATE OF SOUTH CAROLINA) 3rd AMENDMENT TO MASTER DEED OF
) THE RIVERSIDE HORIZONTAL PROPERTY REGIME
 COUNTY OF CHARLESTON) f/k/a MOORINGS HORIZONTAL PROPERTY REGIME

WHEREAS the Moorings Horizontal Property Regime was established by Master Deed dated April 8, 1987, and recorded April 8, 1987, in Book V163, Page 605, RMC Office for Charleston County, as amended by Amendment dated April 13, 1987, recorded April 13, 1987, in Book Y-163, Page 914, RMC Office for Charleston County; and further amended by Amendment dated January 9, 1988, recorded in Book Z180 at Page 187, RMC Office for Charleston County; and

WHEREAS, under the terms of Article XII of the Master Deed, said Master Deed may be amended by affirmative vote of two-thirds (2/3) of the Co-owners; and

WHEREAS, two-thirds (2/3) of the Co-owners have duly approved the Amendments as set forth herein;

NOW, THEREFORE, the Master Deed establishing the Moorings Horizontal Property Regime (an Expandable Regime), n/k/a The Riverside Horizontal Property Regime is hereby amended as follows:

- 1) Delete all references to Phase I and II of property, subsequent development, and "interim" throughout document.
- 2) Article I, Section 2: add (u): "Fiscal Year" means January 1 - December 31.
- 3) Article V, Section 3, 2nd sentence, delete "However", after "courtyard" add "nor hang anything on an exterior wall".
- 4) Article V, Section 6: the term "residential use" is amended to read "single-family residential purposes".
- 5) Article V, Section 7, is amended to read "No pets are permitted unless the occupants comply with the Bylaws and the Rules and Regulations of the Board".
- 6) Article V, add Section 8. Occupancy Standards. The units and the common areas shall be occupied subject to the following restrictions:
 - 1) An Owner shall not occupy or use his/her unit or permit the same, or any part thereof, to be occupied or used for any purpose other than as a private single family residence for the Co-owners and the Co-owner's family or the owner's lessees or guests.

- 2) No unit shall be used for any commercial, professional or other purpose without the written permission of the Board of Directors. Application for written permission to use a unit for professional use or to operate a home-business within a unit shall be made in writing to the Board of Directors only by the Co-owner of a unit, using the form "Request for approval of home-business or in-home professional office". Such application shall be submitted at least 60 days in advance of the intended date the individual wishes to commence use of the unit for such use. The application will be acted upon at the next regularly scheduled meeting of the Board of Directors.
- 3) A Co-Owner shall not lease or rent his/her unit to any other party for periods less than six (6) months. The unit Owner shall notify the Board of Directors ("the "Board") or the Property Manager in writing, of any such rental or tenancy by completing the "New Tenant Profile" form and submitting it to the Board prior to the tenant moving in. Subleasing and time-sharing are prohibited.
- 4) A unit may never be occupied by more than eight people, except for temporary visiting guests of the owner or renter.
- 5) In all cases, it is the responsibility of any Owner renting his/her unit to guarantee the appropriate behavior of his/her renters, and to make sure that his/her renters are aware of and abide by the rules and regulations of the Association. A copy of the rules and regulations established by the Association shall be provided to each renter and maintained in said unit. Any disregard for the rules and regulations regarding appropriate behavior by a renter, could result in the suspension of the privilege to use common areas and subject the Co-owner to a fine. In the event that the tenant of any unit shall breach his lease by failing to comply with any of the terms of the Master Deed, By-laws, and the Rules and Regulations, the Board of Directors may require the Unit Owner to secure the eviction of his tenant.
- 6) A Co-Owner shall be responsible for any damage to common elements or violation of the Master Deed, Bylaws, and Rules and Regulations by the renter. The Co-Owner may be subject to fine or assessment for such damage or violation.
- 7) Article V, add Section 9. Ownership of Multiple Units. The maximum number of units that may be owned by one person or entity is two (2).
- 8) Article VII, Common Expenses, Section 5, Assessments: Delete entire paragraph, and change to read: "The Board shall levy an annual common expense assessment, which Members shall be obligated to pay in such increments as the Board shall determine. In the event that any Member's assessment, charge, or fee

provided for in the declaration, or any monthly or other installment thereof remains unpaid for more than sixty (60) days of the due date thereof, the Board of The Riverside HPR may, in its discretion, and in addition to any other remedies that may exist with respect to such delinquency, declare the entire remaining balance of such Member's annual assessment for that fiscal year immediately due and payable upon thirty (30) days' written notice to the Members to that effect. The Board may, in its sole discretion, by providing thirty (30) days' written notice of the same to the Member, unilaterally reverse its prior action under this section, thereby returning to the original payment schedule, at which point the Member's annual assessment for that fiscal year shall no longer be immediately due and payable."

- 9) Article XII, Section 1, Master Deed (add) and Bylaws, is amended to read: "This Master Deed and Bylaws may be only amended by affirmative vote of two-thirds (2/3) of the votes entitled to be cast by all the Co-owners. No amendment shall alter the dimensions of an Apartment or the percentage of interest in the Common Elements appurtenant thereto without the unanimous consent of all the Co-owners."
- 10) Article XII, Section 3: delete entire paragraph except for the last sentence.
- 11) Article XV, Section 1, amend the first sentence to read: "Shaftesbury Woods Horizontal Property Regime" to "The Riverside Horizontal Property Regime", also "Condominium Documents" to "Master Deed, Bylaws, and Rules and Regulations".
- 12) Article XVII: Delete
- 13) Article XVIII : change to "Article XVII".
- 14) Article XIX: change to "Article XVIII".

In all other respects, the Master Deed recorded in Book V-163, Page 605, and amended in Book Y-163, Page 914, and further amended in Book Z180, Page 187, shall remain in full force and effect.

WITNESS:

THE RIVERSIDE HORIZONTAL PROPERTY
REGIME

Michael R. Parades By: James H. Braun
Jose M. Riso Its: Jean Biffari
 Co-Owner Co-Owner

provided for in the declaration, or any monthly or other installment thereof remains unpaid for more than sixty (60) days of the due date thereof, the Board of The Riverside HPR may, in its discretion, and in addition to any other remedies that may exist with respect to such delinquency, declare the entire remaining balance of such Member's annual assessment for that fiscal year immediately due and payable upon thirty (30) days' written notice to the Members to that effect. The Board may, in its sole discretion, by providing thirty (30) days' written notice of the same to the Member, unilaterally reverse its prior action under this section, thereby returning to the original payment schedule, at which point the Member's annual assessment for that fiscal year shall no longer be immediately due and payable."

- 9) Article XII, Section 1, Master Deed (add) and Bylaws, is amended to read: "This Master Deed and Bylaws may be only amended by affirmative vote of two-thirds (2/3) of the votes entitled to be cast by all the Co-owners. No amendment shall alter the dimensions of an Apartment or the percentage of interest in the Common Elements appurtenant thereto without the unanimous consent of all the Co-owners."
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- 12) Article XVII: Delete
- 13) Article XVIII : change to "Article XVII".
- 14) Article XIX: change to "Article XVIII".

In all other respects, the Master Deed recorded in Book V-163, Page 605, and amended in Book Y-163, Page 914, and further amended in Book Z180, Page 187, shall remain in full force and effect.

WITNESS:

THE RIVERSIDE HORIZONTAL PROPERTY
REGIME

Michael P. Poulos By: James H. Braun, Jr.
Jose M. Rizo Its: Jean Griffin
Co-Owner James H. Braun, Jr.
Co-Owner Jean Griffin

Arthur A Ball,

Co-Owner

Virginia Browning

Co-Owner

James Turner

Co-Owner

William

Co-Owner

James N...

Co-Owner

Catherine M Heuser

Co-Owner

[Signature]

Co-Owner

Co-Owner

Co-Owner

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named THE RIVERSIDE HORIZONTAL PROPERTY REGIME, by its Co-Owners, sign, seal and as its act and deed, deliver the within written 3rd Amendment to Master Deed, and that (s)he with the other above-subscribed witness witnessed the execution thereof.

Michael R. Brader

SWORN to before me this 10th
day of February, 2004.

Gene M. Lero
Notary Public for South Carolina
My Commission expires: 6/17/2006

RECORDERS COPY

Arthur A. Ball

Co-Owner Arthur A. Ball

Virginia Browning

Co-Owner Virginia Browning

James Thomas

Co-Owner James Thomas

William King

Co-Owner William King

Janice L. Karesh

Co-Owner Janice L. Karesh

Gregg Napier

Co-Owner Gregg Napier

Catherine M. Hensen

Co-Owner Catherine M. Hensen

Joseph Meli

Co-Owner Joseph Meli

Joseph Meli

Co-Owner Joseph Meli

George Strickland

Co-Owner George Strickland

Co-Owner

Co-Owner

Co-Owner

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named THE RIVERSIDE HORIZONTAL PROPERTY REGIME, by its Co-Owners, sign, seal and as its act and deed, deliver the within written 3rd Amendment to Master Deed, and that (s)he with the other above-subscribed witness witnessed the execution thereof.

Michael R. Pineda

SWORN to before me this 10th
day of February, 2004.

Jane M. Telo
Notary Public for South Carolina

My Commission expires: 6/17/2006

DK 2484PG238

7/1/2004



RECORDER'S PAGE

This page must remain with
the Original Document

Cooper Law Firm

Recording Fee 10.00

State Fee —

County Fee —

Postage —

Total 10.00

C

FILED

2484-234

2004 FEB 24 PM 2:48

CHARLES L. BRAND
REGISTER
CHARLESTON COUNTY SC

RECEIVED FROM RMC

MAR 05 2004

PEGGYA. MOSELEY
CHARLESTON COUNTY AUDITOR

**PID VERIFIED
BY ASSESSOR**

STATE OF SOUTH CAROLINA)
) AMENDMENT TO MASTER DEED
) THE RIVERSIDE HORIZONTAL PROPERTY REGIME
COUNTY OF CHARLESTON) (F/K/A THE MOORINGS HORIZONTAL PROPERTY REGIME)

WHEREAS, the The Riverside Horizontal Property Regime (f/k/a The Moorings Horizontal Property Regime) was established by Master Deed dated April 8, 1987, and recorded in Book V163, page 605, in the RMC Office for Charleston County, S. C., and amended by instrument dated April 13, 1987, and recorded in Book Y163, page 914, and by instrument recorded January 9, 1989, in Book Z180, page 187 (hereafter the "Master Deed"); and

WHEREAS, said Master Deed allowed for the election of the Grantor (as defined therein) to submit certain "Additional Property" (hereafter "Lot 2-B, Tract 8B") to the terms and provisions of the regime as established by the Master Deed; and

WHEREAS, the Amendment to Master Deed recorded in Book Z180, page 187, extended the time period of the right to submit Lot 2-B, Tract 8B to the regime to December 31, 1998; and

WHEREAS, in order to remove any question as to whether there remains any rights of the Grantor, or its successors or assigns, to submit Lot 2-B, Tract 8B to the regime as established by said Master Deed, the Grantor is minded to submit the within Amendment which sets forth its election not to submit Lot 2-B, Tract 8B to the regime, by deleting all references thereto; and

WHEREAS, Morton Needle, as fee simple owner of Lot 2-B, Tract 8B, and designated as "Grantor" in that certain Amendment filed in Book Z180, page 187, is duly authorized to execute the within Amendment,

NOW THEREFORE, the Master Deed is hereby amended as follows:

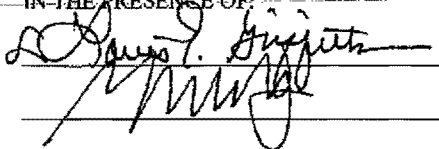
Article 2, Section 2, as amended, is hereby deleted, and all references of, in and to the "Additional Property" known as Lot 2-B, Tract 8B, as contained within the said Master Deed, as amended, are hereby deleted and of no further force or effect.

All other terms and provisions of the said Master Deed pertaining to properties of the Grantor other than Lot 2-B, Tract 8B, shall remain in full force and effect.

TMS # 424-01-00-158

WITNESS my hand and seal this 19th day of July, 1999.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:





MORTON NEEDLE

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

THE FOREGOING INSTRUMENT was acknowledged before me by Morton Needle this 19th day of July, 1999.

Notary Public for South Carolina
My commission expires: 4/16/02

SMITH, COX & ASSOCS., LLP
P.O. BOX 20458
CHARLESTON, SC 29413

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W330-643

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CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

TMS VERIFIED
BK <u>AB</u>
DATE <u>7-22-99</u>

Recorded this 20 day of JUL Year 99
On Property Record Card.

James A. Massey
Auditor Charleston County

31

James A. Massey
Auditor Charleston County

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AMENDMENT TO MASTER DEED IN
BOOK V-163, PAGE 605

WHEREAS the Moorings Horizontal Property Regime was established by Master Deed dated April 8, 1987 and recorded April 8, 1987 in Book V-163, Page 605, R.M.C. Office for Charleston County, as amended by amendment dated April 13, 1987, recorded April 13, 1987 in Book Y-163, Page 914, R.M.C. Office for Charleston County; and

WHEREAS Morton Needle is now the owner of the "Property" submitted to the provisions of the South Carolina Horizontal Property Act by Master Deed of the Moorings Horizontal Property Regime in Book V-163, Page 605, including 100% of the rights in the common elements as well as the "Additional Property" which he has the right, in his sole discretion, to submit to the Regime and develop as a second phase; and

WHEREAS the Master Deed provided for amendment of the Master Deed; and

WHEREAS the South Carolina National Bank has a first mortgage on the property and consents to this amendment;

RFP-MN-0000003228

NOW, THEREFORE, the Master Deed establishing the Moorings Horizontal Property Regime (An Expandable Regime) is hereby amended as follows:

- 1) Article 1, Section 2(n): "Grantor" means Morton Needle, his heirs, personal representatives and assigns.
- 2) The name of the Regime is hereby changed to "The Riverside Horizontal Property Regime." Article 1, Section 2(r) is amended as follows: "Regime" means The Riverside Horizontal Property Regime created by this Master Deed.
- 3) Article 1, Section 2(s): "Association" means The Riverside Horizontal Property Regime, an association of and limited to Owners of the Apartment Units located in The Riverside Horizontal Property

**PLAINTIFF'S
EXHIBIT**
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Regime in the form of a non-profit, non-stocked membership corporation organized under the laws of the State of South Carolina.

4) Article 2, Section 2: Grantor's right to develop the Additional Property or any part thereof and the right to submit the Additional Property or any part thereof to this Regime shall be extended through December 31, 1998. Grantor shall execute an amendment to this Master Deed which shall be filed for record in the R.M.C. Office for Charleston County, South Carolina, on or before December 31, 1998 in order to exercise his election to proceed to enlarge this Regime by adding Phase Two. All other provisions of Article 2, Section 2 not in conflict with this amendment remain in full force and effect.

In all other respects, the Master Deed recorded in Book V-163, Page 605, and amended in Book Y-163, Page 914, shall remain in full force and effect.

WITNESS:

Monique Brown Morton Needle
Benjamin S. Kelle MORTON NEEDLE

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

RFP-MN-0000003229

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named Morton Needle, sign, seal and as his act and deed, deliver the within written Amendment to Master Deed in Book V-163, Page 605, and that (s)he with the other above-subscribed witness witnessed the execution thereof.

Monique Brown

SWORN to before the this

4th day of Jan., 1988.

Benjamin S. Kelle
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 1/01/2002

South Carolina National Bank consents to this Amendment as Mortgagee only.

WITNESS:

SOUTH CAROLINA NATIONAL BANK

Carol C. Bourke
Elizabeth Russell

BY: Robert C. Kessinger
ITS: SR. Vice Pres.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named South Carolina National Bank, by Robert C. Kessinger its SR. Vice President, sign, seal and as its act and deed, deliver the within written Amendment to Master Deed in Book V-163, Page 605, and that (s)he with the other above-subscribed witness witnessed the execution hereof.

Carol C. Bourke

SWORN to before me this

27th day of DEC., 1988.

Emily V. Little
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES JAN. 29, 1997
EMILY V. LITTLE

1st AMENDMENT TO
 BYLAWS OF
 THE MOORINGS HORIZONTAL PROPERTY REGIME
 n/k/a
 THE RIVERSIDE HORIZONTAL PROPERTY REGIME

Ref. # Master Deed V163-605

The Riverside Horizontal Property Regime Bylaws are hereby amended as follows:

- 1) Article IV, Section 2: delete the first three sentences, delete "subsequent" from fourth sentence.
- 2) Article IV, Section 3: change "not less than ten (10) nor more than thirty (30) days before, to "not less than thirty (30) days before" the date of the meeting.
- 3) Article IV, Section 8: delete last sentence.
- 4) Article V, Section 1: change second sentence to read: "The number of directors which shall constitute the Board shall be five (5). Delete references to Grantor. In the fourth sentence, delete "at the first annual . . . and the third director shall serve for one year."
- 5) Article V, Section 7: change second sentence to "the Board shall meet at least four (4) times each fiscal year."
- 6) Article V, Section 9: change first sentence to read: "At all meetings of the Board, a majority of three (3) directors shall constitute a quorum . . ."
- 7) Article V, Section 13: (c) in third line on page "667", change to "shall be due and payable annually", and add:
 - p) The Board of Directors may compel members to take proper care of "High Risk Components" in their units.

(1) Board Designation of High-Risk Components:

The Board of Directors may, from time to time, after notice to all members and an opportunity for member comment, determine that certain portions of the Members' units (the "Units") required to be maintained by the Members, or certain objects or appliances within the Units, pose a particular risk of damage to other Units and to 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 as "High-Risk Components."

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(2) Requirements for Care of High-Risk Components.

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

- i. That it be inspected at specified intervals by a licensed inspector.
- ii. That it be replaced or repaired with items or components meeting appropriate standards, specifications or current building codes.
- iii. That when it is repaired or replaced, the installation include additional components or installations specified by the Board.
- iv. That it be replaced or repaired by contractors having particular licensed training or professional certification.
- v. If the replacement or repair is completed by a Member, that it be inspected by a licensed professional.

(3) Member Responsibility for High-Risk Components. The imposition of requirements by the Board under Section (2), above, shall not relieve a Member 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.

(4) Board Authority to Enforce Member Obligations. If any Member fails 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 any other rights and powers granted to it under the governing documents and state law:

- i. Fine the Member or the occupant of the Unit, or both;
- ii. Enter the Unit for the purpose of inspection, repairing, maintaining, or replacing the High-Risk Component, as the case may be, and charge the cost to the Member as a common expense attributable to the Unit; and
- iii. Bring an action against the Member for specific performance of the Member's obligations hereunder.

(q) The Board shall have the power to obtain an Assessment Stream Loan to finance member approved projects and/or special assessments.

8) Article VII, Section 6, Rules of Conduct. Rewrite (a) to read "Co-Owners, renters and guests shall abide by all Rules and Regulations as set forth by the Board, and will always exercise extreme care to avoid unnecessary noise that may disturb other co-owners and occupants."

- 9) Article VII, Section 6, add (7) to read: "Engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression, directed at other members, residents, guests, occupants, invitees, or directed at management, its agents, its employees, or vendors."
- 10) Article VII, delete existing Section 7 and add new Section 7, Enforcement of Master Deed, Bylaws and Rules and Regulations.
- a. In order to begin the rules enforcement process, a co-owner must state in writing to the Board of Directors any rule violation he/she wishes to complain about.
 - (1) The person making the complaint must be identified in the letter.
 - (2) Committees, as well as groups of owners and residents, may also bring complaints.
 - b. Upon receipt of an alleged rule violation letter stating the date and approximate time of the violation, a letter will be sent to the alleged violator, stating the alleged violation and a time period during which the alleged violation may be abated without further sanction(not less than 10 days).
 - (1) A copy of this letter will be sent to the person originating the complaint.
 - (2) If the violation persists past the 10 day grace period, a second letter must be sent by a complaining owner(not necessarily the first owner)alleging that the violation exists.
 - c. After receipt of two letters of complaint within the prescribed period, a hearing will be held.
 - (1) A hearing notice will be sent to the alleged violator stating; the nature of the alleged violation; the time and place of a hearing; an invitation to attend the hearing and produce any statement, evidence or witness on his or her behalf; a statement that a sanction may be imposed; and the maximum amount of any sanction.
 - (2) An invitation will also be sent to the person or persons originating the complaint, inviting them to the hearing, in order to produce evidence to substantiate their complaint.
 - d. The Board will hear testimony from both sides at the hearing and then excuse both parties and render a decision.
 - e. Should a fine be imposed on the violator, standard collection action will be pursued which includes filing a lien on the unit for nonpayment of the fine and, ultimately, foreclosure if necessary.
 - f. In the case of renter-occupied apartments, all residents and owners will be provided copies of correspondence.

The Co-owners consent to this 1st Amendment to Bylaws of The Riverside Horizontal Property Regime.

WITNESS:

THE RIVERSIDE HORIZONTAL PROPERTY REGIME

Michael Parada
Gene M. Hero

By: James H. Trauf
Its: Co-Owner

Don Buffin
Co-Owner

W. H. & Bell
Co-Owner

Virginia Breuninger
Co-Owner

Ann Herman
Co-Owner

W. King
Co-Owner

James L. Karash
Co-Owner

Suzanne
Co-Owner

Therese M. Hansen
Co-Owner

[Signature]
Co-Owner

[Signature]
Co-Owner

[Signature]
Co-Owner

Co-Owner

Co-Owner

Co-Owner

RECORDER'S COPY

The Co-owners consent to this 1st Amendment to Bylaws of The Riverside Horizontal Property Regime.

WITNESS:

Michael Paradis
Gene M. Hero

THE RIVERSIDE HORIZONTAL
PROPERTY REGIME

By: James H. Braun, Jr.
Its: Co-Owner James H. Braun, Jr.

Jean Griffin
Co-Owner Jean Griffin

Arthur A. Bell
Co-Owner Arthur A. Bell

Virginia Browning
Co-Owner Virginia Browning

James Thomas
Co-Owner James Thomas

William King
Co-Owner William King

Janice L. Karesh
Co-Owner Janice L. Karesh

Gregg Napier
Co-Owner Gregg Napier

Catherine M. Hansen
Co-Owner Catherine M. Hansen

Joseph Meli
Co-Owner Joseph Meli

Joseph Meli
Co-Owner Joseph Meli

George Strickland
Co-Owner George Strickland

Co-Owner

Co-Owner

Co-Owner

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who being duly sworn, deposes and says that (s)he saw the within named The Riverside Horizontal Property Regime by its Co-Owners, sign, seal and as its act and deed, deliver the within written 1st Amendment to Bylaws, and that s(he) with the other above-subscribed witness witnessed the execution hereof.

Michael R. Parades

SWORN to before me this 10th
day of February, 2004

Gene M. Kero
Notary Public for South Carolina
My Commission Expires: 6/17/2006

RECEIVED
STATE OF SOUTH CAROLINA
NOTARY PUBLIC
COMM. NO. 1177
EXPIRES 6/17/2006

EXHIBIT H

BYLAWS

OF

THE MOORINGS HORIZONTAL PROPERTY REGIME

ARTICLE I

Definitions

Section 1. General. All terms used herein and not otherwise defined shall be deemed to have the same meaning as defined in the Master Deed establishing The Moorings Horizontal Property Regime.

ARTICLE II

Plan of Ownership

Section 1. Property Subject to Bylaws. The provisions of these Bylaws are applicable to the Condominium Property and to the use and occupancy thereof.

Section 2. Application of Bylaws. All present and future owners, mortgagees, lessees and occupants of Apartments and their employees, and any other persons who may use the facilities of the Condominium Property in any manner are subject to these Bylaws, the Master Deed, any rules and regulations of the Board and all covenants, agreements, restrictions, easements and declarations of record. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of an Apartment shall constitute an agreement that these Bylaws, any rules and regulations of the Board, and the provisions of the Master Deed, as they may be amended from time to time, are accepted, ratified, and will be complied with.

ARTICLE III

The Council

Section 1. Members. The members of the Council of Co-owners shall consist of the respective Owners of the Apartments of the Condominium Property. The words "member" or "members" as

used in these Bylaws shall refer to a "Co-owner" or the "Co-owners".

Section 2. Terms of Membership. Except as provided in these Bylaws, the membership of each Co-owner shall commence upon the recordation of his deed in the office of the R.M.C. for Charleston County, South Carolina. The membership of each Co-owner shall terminate when he ceases to be a Co-owner of record upon the sale, transfer, or other disposition of his beneficial ownership in the Condominium Property. The new Co-owner succeeding to such ownership interest will commence membership upon the recordation of his deed as provided above. The Council may issue certificates evidencing membership therein.

Section 3. Office of the Council. The principal office of the Council of Co-owners of The Moorings Horizontal Property Regime shall be located at 15 Broad Street, Charleston, State of South Carolina.

Section 4. Responsibilities of the Council. The Council of Co-owners will have the responsibility of administering the Condominium Property, approving the annual budget, establishing and collecting periodic assessments, and approving any management arrangement entered into by the Board of Directors.

ARTICLE IV Meetings of the Council

Section 1. Time and Place. Meetings of the Council shall be held at such times and places, in the County of Charleston, as may be specified in the notice of such meetings.

Section 2. Annual Meeting. Until the first annual meeting of the Council is called by the interim President as hereinafter provided, the Grantor shall appoint an interim Board which shall elect interim officers. The interim Board and officers shall serve until the first annual meeting of the Council is

held. The first annual meeting of the Owners shall be held within twelve (12) months following the date of the first conveyance of an Apartment by the Grantor and shall be called by the interim President. Each subsequent regular annual meeting shall be held on the same day of the same month as the first annual meeting, or at such other time as the Board of Directors shall from time to time determine, at which time the Co-owners entitled to vote at the meeting shall elect the Board of Directors and transact such other business as may properly be brought before the meeting, not inconsistent with the powers vested in the Council as limited by the Act, the Master Deed, or by these Bylaws.

Section 3. Notice of Annual Meetings. Except as provided in Article VIII, Section 2 hereof, written notice of the annual meeting, stating the place, date and hour of the meeting, shall be given by the Secretary of the Council to each Co-owner of record not less than ten (10) nor more than thirty (30) days before the date of the meeting at such address as may have been designated in writing to the Council by each Co-owner or if no other address has been designated in writing to the Council, at the address of the Apartment of such Co-owner.

Section 4. Special Meeting. Special meeting of the Council may be called by the President at any time and shall be called by the President or Secretary at the written request of a majority of the Board of Directors, or at the written request of the Co-owners entitled to cast forty (40%) per cent of the total votes of the Council. Such written requests shall state the purpose or purposes of the proposed meeting.

Section 5. Notice of Special Meetings. Except as provided in Article VIII, Section 2, hereof, notice of special meetings of the Council stating the time, place and date of the meeting and the purpose or purposes for which the meeting is

called, shall be given by the Secretary of the Regime to each Co-owner of record not less than ten (10) nor more than thirty (30) days before the date of the meeting at such address as may have been designated in writing to the Council by each Co-owner or if no other address has been designated in writing to the Council, at the address of the Apartment of such Co-owner. Business transacted at any special meeting of the Council shall be limited to the purposes stated in the notice.

Section 6. List of Co-owners. The Secretary of the Council shall prepare or cause to be prepared, at least ten (10) days before every regular or special meeting of the Council, a complete list of Co-owners of record entitled to vote at the regular or special meeting, showing the address as designated in writing to the Council or the Apartment address if no other address has been designated in writing to the Council and the number of percentage votes for each owner. Such list shall be open to the examination of any Co-owner during ordinary business hours for a period of at least ten (10) days prior to the meeting, at the office of the Council. The list shall be produced and kept at the time and place of any meeting of the Council during the whole time thereof, and may be inspected by any Co-owner who is present. Unless otherwise provided for in advance by resolution of the Board of Directors, the record date for the purpose of determining Co-owners entitled to vote at any meeting of the Council shall be the close of business on the day next preceding the day on which the meeting is held.

Section 7. Voting. The Co-owners shall vote in proportion to their respective percentage interests in the Common Elements so that there shall be appurtenant to each Apartment one vote (or percentage thereof) equal to the percentage ownership attributable to such Apartment, as provide in the Master Deed. All votes attributable to a single Apartment must be cast

together and may not be split. When an Apartment is owned by other than a single natural person, the person entitled to cast the vote for such Apartment shall be designated by a certificate signed by all record owners of such Apartment and filed with the Secretary of the Council. For any Apartment owned by a general partnership or a limited partnership, a certificate shall be signed by those persons authorized to sign such documents on behalf of such partnership and a properly executed memorandum of such partnership authorizing said partners to so act shall be filed as part of the certificate with the Secretary. For any Apartments owned by a corporation, a properly executed corporate resolution authorizing the person to vote for the corporation shall be filed as part of the certificate with the Secretary. Each such certificate shall be valid until revoked, superseded by a subsequent certificate or a change occurs in the ownership of such Apartment. If a certificate is not on file for an Apartment owned by other than a single natural person, the vote of such Apartment may not be exercised until such certificate is filed with the Secretary. Any such action taken at a duly constituted meeting in conformance with the Bylaws and the other documents creating this Regime shall be binding on all Co-owners, their heirs, executors, administrators, successors and assigns.

Section 8. Quorum. Unless a greater percentage is required by the Act, the Master Deed or those Bylaws, the presence in person or by proxy of Co-owner entitled to cast fifty-one (51%) per cent of the total votes of the Co-owners shall constitute a Quorum for action by the Council, provided, however, that any absent Co-owner who does not execute and return the proxy form sent to him in the mailing referred to in Section 9 of this Article shall be deemed present for the purpose of determining the presence of a quorum. If such Quorum not be present or represented at any meeting, Owners entitled to cast a majority

of the votes present or represented shall have the power to adjourn the meeting until a Quorum as aforesaid shall be present or represented at the meeting. If any additional phases are added to the Regime as provided in the Master Deed, all Co-owners in the additional phase shall be included when determining a Quorum from the time of the filing of the amendment to the Master Deed to add such additional phase or phases.

Section 9. Proxies. At any meeting of the Council, a Co-owner may vote either in person or by proxy executed in writing by the Co-owner or his duly authorized attorney-in-fact, and filed with the Secretary; and unless limited by its terms, such proxy shall be deemed valid until revoked in writing. An executor, administrator or trustee may vote in person or by proxy at any meeting of the Council with respect to any Apartment owned or held by him in such capacity, whether or not the same shall have been transferred to his name by a duly recorded conveyance. Any Co-owner may by written proxy designate an agent to cast his vote. Unless a proxy states otherwise, it shall be deemed to confer the authority to execute consent and waivers and to exercise the right to examine the books and records of the Council. No proxy shall be honored until delivered to the Secretary of the Council. If at least thirty (30) days prior to the duly called meeting a Co-owner is informed by mail of (1) the time and place of the meeting, (2) the agenda for the meeting, and (3) such data as is then available relative to issues on which there will be a vote, and a proxy form is included in such mailing, and the Co-owner neither attends the meeting nor returns his executed proxy, then such Co-owner shall be deemed to have given his proxy to and for the majority present and voting.

Section 10. Conduct of Meeting. At all meetings of the Council, whether regular or special, the President of the Council (or in his absence any other officer designated by the Co-owners

Secretary shall preside. The Secretary of the Council shall be responsible for the keeping of the minute book wherein resolutions shall be recorded and shall act as Secretary of all meetings unless, in his absence, an alternate is designated by the Co-owners present thereat.

Section 11. Order of Business. The order of business at regular meetings of the Council shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Directors and committees.
- (f) Review financial statement and monthly Regime charges.
- (g) Election of Directors.
- (h) Approval of Management Agent.
- (i) Unfinished business.
- (j) New business.

The order of business at all special meetings of the Council shall include items (a) through (d) above, and thereafter, the agenda shall consist of the items specified in the notice of meeting.

ARTICLE V Board of Directors

Section 1. Number and Term of Office. The affairs of the Council shall be governed by a Board of Directors. The number of directors which shall constitute the Board shall be three (3). The directors shall be elected from the members at the annual meeting of the Council, except for the initial Board of Directors which shall be appointed by the Grantor during Grantor control, and except as provided for in Section 3 and 10 of this Article V. The term of office shall be fixed at two (2) years; at the first annual meeting the two (2) directors receiving the largest number of votes shall serve for two (2) years each and the third director shall serve for one (1) year; provided, however, that each director shall hold office until his

successor is elected or until his death or until he shall resign or until he shall have been removed, as provided in Section 10 of this Article V, or by operation of law. All directors, except the interim Board appointed by the Grantor, must be Co-owners of an Apartment.

Directors During Grantor Control. The Directors shall be selected by the Grantor acting in its sole discretion and shall serve at the pleasure during the Grantor period of control, unless the Grantor shall earlier surrender this right to select Directors. For the purposes of this document, the Grantor control of the Owner's Association shall cease to exist and shall pass to the owners of the units in the project when the earlier of the following occurs:

(a) Within one hundred twenty (120) days after the date by which seventy five (75%) percent of the units in Phase I have been conveyed to the Unit Owners, or (b) Three (3) years from the date of the recording of this Master Deed.

The Directors selected by the Grantor need not be Owners or residents in the Project. After the period of Grantor appointment, all Directors must be co-owners of the Association; provided further that no person and his or her spouse may serve on the Board at the same time.

Section 2. Election of Directors. Each Co-owner shall vote, according to his percentage interest, for each of the directorship positions open for election, provided, however, that each Co-owner may cast only one vote (or percentage thereof) for any one person and voting shall not be cumulative.

Section 3. Vacancies. Vacancies and newly created directorship, resulting from any increase in the authorized number of directors shall be filled on an interim basis by the Board of Directors. The directors so chosen shall hold office until the next annual election and until their successors are duly elected

by the Council, unless sooner displaced.

Section 4. Terms of the Initial Board of Directors. The Grantor shall appoint an initial Board of one or more persons who shall elect interim officers and who shall manage the affairs of the Council until the first annual meeting of the Council is held and new directors are elected, subject, however, to rights hereinbefore granted to Grantor during Grantor control period.

Section 5. Place of Meetings. The Board of Directors may hold meetings, both regular and special, at such time and place as may be designated.

Section 6. Organization Meeting. After each annual election of directors, on the same day and at the same place the Board of Directors shall meet for the purpose of organization. Notice of such meeting need not be given.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as the Board of Directors may from time to time designate. The Board shall meet at least two (2) times each fiscal year. Notice of regular meetings shall be given by the Secretary or other designated person to each Board member at least ten (10) days but not more than thirty (30) days prior to the day named for the meeting. Notice may be personally or by mail sent in accordance with Section 3 of Article IV.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President upon three (3) days notice to each director in advance of such meeting, either in writing, in person or by telephone, telex, telegraph or cable. The notice need not specify the business to be transacted. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of two or more directors.

Section 9. Quorum and Manner of Acting. At all

meetings of the Board a majority of the directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be an act of the Board of Directors. If at any meeting of the Board there is less than a quorum present, the majority of the Board members present may adjourn the meeting until such time as a quorum is present. At any such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 10. Removal of Directors. At any regular or special meeting of the Council duly called, any one or more of the members of the Board may be removed with or without cause by a majority of the Co-owners, and a successor may then and there be elected to fill the vacancy thus created. Any member of the Board whose removal has been proposed to the Council shall be given an opportunity to be heard at the meeting.

Section 11. Committees. The Board of Directors may appoint committees composed of members of the Council as deemed appropriate by the Board in carrying out its purpose.

Section 12. Waiver of Notice. Any Board member may, at any time, in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice.

Attendance by a Board member at any meeting of the Board shall be a waiver of notice by him of the time, place and purpose thereof, unless attendance is for the sole purpose of objection to the meeting for lack of notice. If all the members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Furthermore, the members of the Board may consent unanimously in writing to any Board action without requiring the formal convening of a meeting.

Section 13. Powers and Duties of the Board.

(a) The Board of Directors shall have the power to do all things set forth in the Master Deed and in these Bylaws except as otherwise expressly prohibited by the Act.

(b) The Board of Directors may, from time to time, adopt and/or amend administrative rules and regulations governing the details of the operation and use of the Common Elements of the Condominium Property; provided, however, that no such administrative rules or regulations shall be effective if disapproved by a resolution adopted by a Majority of the Council at a duly called meeting.

(c) Within thirty (30) days prior to the beginning of each fiscal year, the Board of Directors shall cause to be prepared a statement of the estimated cost of maintaining and operating the Condominium Property during the ensuing fiscal year, including (i) all common expenses for taxes, rent insurance, premiums, improvements, assessments, utility charges, management fees pursuant to any management agreement, expenses designated Common Expenses in the Master Deed; (ii) all other charges and expenses of any description for which the Council, its agents, or the Condominium Property may be assessed or become liable, or which are otherwise appropriately and necessarily Common Expense, and (iii) any reserves deemed appropriate, less any surplus from the schedule of monthly Assessments against each Owner for his share of such estimated cost of maintaining and operating the Condominium Property. The Board of Directors shall thereupon call a meeting of the Council, which may be the regular annual meeting, for the purpose of reviewing said budget. Unless disapproved by a resolution of the Council adopted by an affirmative vote of a Majority of the Co-owners, such budget shall be deemed adopted and deemed to be the levy of assessment on each Co-owner for his share of the expenses so approved, which share shall be based upon the Co-owner's percentage interest in the

Common Elements as set forth in the Master Deed. Such assessments levied pursuant to this subparagraph shall be due and payable monthly, and shall be paid to the Board of Directors or its designate, at its principal office or at such other place as the Board of Directors shall designate. All sums assessed hereunder, but unpaid, for the share of Common Expenses chargeable to any Apartment shall constitute a lien on such Apartment prior to all other liens except (i) liens for property taxes upon the Apartment in favor of any taxing authority, and (ii) mortgage liens duly recorded prior to such delinquency. Such lien may be foreclosed or enforced by the Board as provided in the Master Deed.

(d) The Board of Directors shall have the power and authority to contract with a managing agent for the maintenance, care and operation of the Condominium Property, or to otherwise provide for the maintenance, care and operation of the Condominium Property. Any such management contract must provide for termination of same by the Council for cause upon thirty (30) days written notice thereof and the term of any such agreement may not exceed one (1) year but may be renewable upon agreement by the parties.

(e) The Board of Directors shall take out policies of insurance as provided in the Master Deed. Premiums for such insurance shall constitute a portion of Common Expenses to be assessed against the Co-owners.

(f) The Board of Directors shall act as insurance trustee for the proceeds of any insurance policies as provided in the Master Deed.

(g) The Board of Directors may also require that any and all officers, employees or agents of the Council handling or responsible for Council funds be covered by adequate fidelity bonds. The premiums on such bonds shall be a Common Expense

chargeable to the Co-owners.

(h) The Board of Directors shall arrange and pay for the legal and accounting services necessary or proper for the operation of the Condominium Property or the enforcement of these Bylaws, and such payments shall be charged to the Co-owners as Common Expenses.

(i) The Board of Directors may, in its discretion, pay an amount necessary to discharge any lien or encumbrance which may in the opinion of the Board of Directors, constitute a lien against the Common Elements rather than merely against the interest therein of a particular Co-owner or Co-owners. Such payments shall be a Common Expense chargeable to the Co-owner responsible for the existence of such lien.

(j) The Board shall also have the power to: (i) pay the Common Expenses and to determine and collect the Common Expenses; (ii) collect from the Owners their share of the Common Expenses; (iii) to open bank accounts on behalf of the Council and designate the signatories required therefor or to permit a management agent to open such accounts; (iv) establish restrictions and requirements respecting the use and maintenance of the Apartments not in conflict with the Master Deed; and (v) take all actions duly authorized by the Council.

(k) Upon resolution adopted by a Majority of the Council, fees for attendance at meetings of the Board of Directors may be established.

(l) The Board may take all other actions authorized by the Master Deed, these Bylaws, or the Act and may take all actions it deems necessary or proper for the sound management of the Condominium Property.

(m) The Board shall have the authority to assign parking space(s) to Owners.

(n) The Board shall have the power to employ, dismiss,

and control all personnel necessary to the maintenance and operation of the Station Elements.

(c) The Council shall indemnify every Director and every Officer, heirs, executors, and administrators against all losses, damages, and expenses of any type reasonably incurred by him in connection with any action, suit or proceeding to which he is made a party by reason of his being or having been a Director or Officer of the Council, except as to such matters wherein he shall be finally adjudged liable or guilty of gross negligence or willful misconduct. The board may obtain for the Regime, Directors and Officers liability insurance coverage in such amounts as the Board deems necessary.

ARTICLE VI Officer

Section 1. General. The officers of the Council shall be chosen by the Board of Directors and shall be a President, a Vice President, a Secretary and a Treasurer. Any number of offices may be held by the same person. Officers may be chosen at any meeting of the Board of Directors and such officers shall hold office until their successors are elected and qualified or until their earlier death, resignation or removal. The compensation of all officers shall be established by the Council if such compensation is deemed to be in the best interest of the Co-owners.

Section 2. Other Officers. The Board of Directors may appoint such other officers and agents as it shall deem necessary for such terms and such duties as shall be determined from time to time by the Board.

Section 3. Term of Office. The officers of the Council shall hold office at the pleasure of the Board of Directors. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy

occurring in any office by death, resignation, removal or otherwise may be filled by the Board of Directors.

Section 4. President. The President shall be a member of the Board and shall manage the business of the Council. He shall execute on behalf of Council all instruments requiring such execution except to the extent the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent. The President shall preside at all meetings of the Council and the Board. He shall have all the general powers and duties which are usually vested in the Office of President of a condominium Council, including the power to appoint committees from among the Owners.

Section 5. Vice President. The Vice President shall act under the direction of the President and shall perform such duties as may be imposed by the Board. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President.

Section 6. Secretary. The Secretary shall act under the direction of the President. Subject to the direction of the President, he shall attend all meetings of the Board of Directors and all meetings of the Council and record the proceedings. He shall give, or cause to be given, notice of all meetings of the Council and of the Board of Directors as required in these Bylaws, and shall perform such other duties as may be prescribed by the President or the Board of Directors.

Section 7. Treasurer. The Treasurer shall act under the direction of the President and shall keep or be responsible for the keeping of the accounts of the Regime. He shall disburse the funds of the Council as may be ordered by the President or the Board of Directors and shall render on request or at the regular meetings of the Board of Directors an account of all his transactions as Treasurer and of the financial condition of the regime.

ARTICLE VII
Obligations of Co-owners

Section 1. Compliance with Bylaws, etc. Each Co-owner shall strictly comply with the Bylaws, the Master Deed, and the rules and regulations promulgated by the Board, as they shall be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due, or for damages, or for injunctive relief, or such other relief as may be appropriate, or any of them in combination, maintainable by the Board of Directors or by the managing agent on behalf of the Board of Directors, or, in a proper case, by an aggrieved Co-owner.

Section 2. Assessments. Each Co-owner shall pay each installment of his annual Assessment for Common Expenses to the Board of Directors or its designate on or before each due date as set by the Board without any notice or demand. Such payments shall be without any deduction on account of any set-off or claim which the Co-owner may have against the Council or against the Board of Directors or against any officer of the Council, the Grantor or any third party. If the Co-owner shall fail to pay any installment of such assessment within ten (10) days from the time the same becomes due, the owner shall pay interest thereon at a rate not to exceed the maximum legal percentage per annum from the date when such installment became due to the date of the payment thereof, and such interest shall be deemed an additional assessment hereunder. Article VII, Section 7, Lien Upon Apartments, as set forth in the Master Deed is incorporated herein by reference.

Section 3. Repair of Units. Every Co-owner must perform promptly all maintenance and repair work within his Apartment, which if omitted, would affect the Property in its entirety or in a part belonging to the other Co-owners and shall

be responsible for all damage caused by any such failure. All repairs to the internal installations of any Apartment such as water, gas, electrical, light, power, sewage, telephone, air conditioning, sanitary installations, windows or window glass, doors, lamps, and all other accessories belonging to the Apartment shall be at the expense of such Owner.

Section 4. Repair of Common Elements. Each Co-owner shall reimburse the Council for any expenditures incurred in repairing or replacing any Common Elements which are necessitated as the result of such Co-owner's willful misconduct or neglect or that of the Owner's family, guests, and other invitees.

Section 5. Emergency Repairs. Each Co-owner shall permit the Board of Directors or its designate to enter his Apartment in the case of any emergency originating therein or threatening such Apartment or other Apartments whether the Co-owner is present at the time or not; and each Co-owner does hereby consent to such.

Section 6. Rules of Conduct.

(a) Occupants shall exercise extreme care to avoid unnecessary noise that may disturb other occupants.

(b) No occupants of the Property shall:

- (1) Post any signage, advertisements, or posters of any kind in or on the Condominium Property except as authorized by the Board.
- (2) Throw garbage or trash outside the disposal installations provided for such purposes in the service area.
- (3) Dust rugs, mops, or similar objects, from the windows, or clean rugs or similar objects, by beating on the exterior part of the Condominium Property.
- (4) Hang garments, rugs, or similar objects from the windows, balconies or from any of the facades of the Property.
- (5) Act so as to interfere unreasonably with the peace and enjoyment of the occupants of the other Apartments in the Condominium Property.
- (6) Have pets unless they comply with the rules

and regulations of the Board.

(c) No Co-owner or lessee shall install wiring for electrical or telephone installations, television antennae or dishes, machines or additional air conditioning units, or similar objects outside his Apartment or which protrude through the wall or the roof of his Apartment except as authorized in writing by the Board.

(d) Owners shall use a uniform window treatment and only draperies or venetian blinds shall be used exposing a white or slightly off-white backing.

Section 7. Regime Working Capital. At the time title is conveyed to a Co-owner by the Grantor, each Co-owner shall contribute to the working capital reserve an amount determined by the Board or a Managing Agent selected by the Board applicable to each Co-owner. Such funds shall be used solely for the initial operating and capital expenses of the Property.

ARTICLE VIII General Provisions

Section 1. Date of Notice. Notices to directors and Co-owners mailed to them shall be deemed given at the time when mailed.

Section 2. Waiver of Notice. Whenever any notice is required to be given under the provisions of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 3. Depository Account. All funds of the Council shall be deposited from time to time to the credit of the Council as the Board of Directors or the Treasurer shall direct in such banks, trust companies or other depositories as the Board of Directors may select. For the purpose of deposit and for the purpose of collection for the account of the Council, checks,

drafts, and other orders for the payment of money which are payable to the order of the Council may be endorsed, assigned, and delivered by any officer or agent thereof.

Section 4. Effect of Master Deed and Act. Where any provision of these Bylaws conflicts with any provision of the Master Deed or the Act, the Master Deed or the Act shall be deemed controlling.

Section 5. Fiscal Year. The fiscal year of the Council shall be as set by the Board as provided for in the Master Deed.

... equal bank, ... hereby
acknowledged that ... subject to the ... and Master Deed
with attachment ... acknowledgment ... operate
as a receipt of responsibility for said documents.

H-2-1987

Witnessed: South Carolina National Bank

By: [Signature]
Its Vice President
Carol C. Bouska

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned wit-
ness who being duly sworn, deposes and says that (s)he saw the
within named South Carolina National Bank, by the within named
Officer, sign, seal and as its act and deed, deliver the within
written Consent to Master Deed and that (s)he with the other wit-
ness above subscribed witnessed the execution thereof.

[Signature]

SWORN to before me this 7th
day of April, 1987.

[Signature] (SEAL)

Notary Public for South Carolina
My Commission Expires 8-4-87

87

INDEXED FOR RECORD
V163-1005-
LJL APR 23 1949

RECEIVED
PROPERTY RECORDS
APR 23 1949

TMS VERIFIED
RAC LCS
DTD 4-2-49
421-61-55-134
THRS
'49

Recorded this 8th day of April 1949
On Property Record Card

Pauline S. Koger

~~Auditor~~ Charleston County

The State of South Carolina

EXECUTIVE DEPARTMENT

842
CERTIFICATE OF INCORPORATION
BY THE SECRETARY OF STATE

WHEREAS, Morton Needle, 129 E. Battery, Charleston, SC
Jeffery M. Stevens, 7 Doughty St., Charleston, SC

two or more of the officers or agents appointed to supervise or manage the affairs of

RIVERSIDE HORIZONTAL PROPERTY REGIME

which has been duly and regularly organized, did on the 30th day of
November, A. D. 1989, file with Secretary of State a written declaration setting forth:

That, at a meeting of the aforesaid organization held pursuant to the by-laws or regulations of the said organization, they were authorized and directed to apply for incorporation.

That, the said organization holds, or desires to hold property in common for Religious, Educational, Social, Fraternal, Charitable or other eleemosynary purpose, or any two or more of said purposes, and is not organized for the purpose of profit or gain to the members, otherwise than is above stated, nor for the insurance of life, health, accident or property; and that three days' notice in the News & Courier, a newspaper published in the County of Charleston has been given that the aforesaid Declaration would be filed.

AND WHEREAS, Said Declarants and Petitioners further declared and affirmed:

FIRST: Their names and residences are as above given.

SECOND: The name of the proposed Corporation is RIVERSIDE HORIZONTAL PROPERTY REGIME

THIRD: The place at which it proposes to have its headquarters or be located is 27 Vendue Range
Charleston, SC

FOURTH: The purpose of the said proposed Corporation is to collect funds and disburse funds for the maintenance of said Riverside Property.

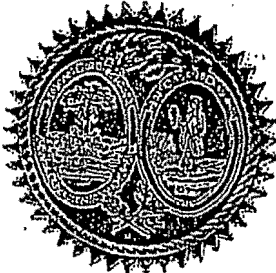
RFP-MN-0000003234

FIFTH: The names and residences of all Managers, Trustees, Directors or other officers are as follows:

Morton Needle	President	29 East Battery, Charleston, SC
Jeffery M. Stevens	Vice President/Treasurer	7 Doughty St., Charleston, SC
Bonnie L. Matthews	Secretary	1916 Sam Rittenberg, Apt.1406, Charleston, SC

SIXTH: That they desire to be incorporated: perpetuity.

Now, Treasurer, I, JOHN T. CAMPBELL, Secretary of State, by virtue of the authority in me vested, by Chapter 31, Title 33, Code of 1978 and Acts amendatory thereto, do hereby declare the said organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by said Chapter 31, Title 33, Code of 1978 and Acts amendatory thereto.



GIVEN under my hand and the seal of the State, at Columbia,
this 30th day of November
in the year of our Lord one thousand nine hundred and
89 and in the two hundred and fourteenth
year of the Independence of the
United States of America.

John T. Campbell
JOHN T. CAMPBELL,
Secretary of State.

CERTIFICATE OF INCORPORATION

AMERICAN AND FOREIGN ASSOCIATION
 INCORPORATED
 File No. 155
 Form No. 1
 Fee Paid \$1000
 Date 11/06/89

Declaration and Petition for Incorporation

RECEIVED
 NOV 30 1989
 APPLICATION MUST BE TYPEWRITTEN
 DO NOT FILE IN DUPLICATE

MJJ 01/02/1975
 87-017095/89-017095 16 45 20 00P
 13-01-89 PM 1:15:00
 SECT OF STATE OF SOUTH CAROLINA

I, Mark A. Needle, Secretary of State of South Carolina, do hereby certify that the following is a true and correct copy of the original as filed in my office.

NAME	STREET ADDRESS AND CITY
Mark A. Needle	105 E. Battery, Charleston, S.C. 29401
William M. Stevens	7 Doughty Street, Chas., SC 29402

being two or more of the officers or agents appointed to supervise or manage the affairs of _____
 have subscribed hereto and have taken the following oaths:
 I, _____, do hereby solemnly and regularly organized for the purpose hereinafter to be set forth to affirm and declare
 that at a meeting of the aforesaid organization held pursuant to the by-laws or regulations of the said organization they were
 authorized and directed to apply for incorporation
 That the said organization holds or desires to hold property in common for a Religious, Educational, Social, Fraternal, Charitable
 or other eleemosynary purpose for any two or more of said purposes and is not organized for the purpose of profit or gain to the
 members thereof, but for the insurance of life, health, accident or property, and that the aforesaid officers in the
 County of _____ have been given that the aforesaid Declaration would be filed

I, the said Declarants and Petitioners, further declare and affirm:
 FIRST: The names and residences as set above given.

SECOND: The name of the proposed Corporation: RIVERSIDE HORIZONTAL PROPERTY REGIME
 THIRD: The place at which it proposes to have its headquarters to be located: 27 Vendue Range,
in the City of Charleston

FOURTH: The purpose of the said proposed Corporation: to collect funds and disburse
funds for the maintenance of said Riverside Property.

FIFTH: The names and residences of all Managers, Trustees, Directors or other officers are as follows:

NAMES	TITLE	ADDRESS
Mark A. Needle	President	29 E. Battery, Chas.
William M. Stevens	Vice Pres. Treas.	7 Doughty St., Chas.
Robert L. Mathews	Secretary	1746 SW 14th Street, Apt. 1406, Chas. S.C.

SIXTH: That they desire to be incorporated perpetually (or number of years: forever (100))
 Wherefore your petitioners pray that the Secretary of State do issue to the aforesaid

RIVERSIDE HORIZONTAL PROPERTY REGIME
 (Name of said Association)

A Certificate of Incorporation, with all rights, powers, privileges and immunities, and subject to all the limitations and
 liabilities conferred by Section 33, Chapter 33, 1976 Code, and also any and all other laws that provide for the incorporation
 of Religious, Educational, Social, Fraternal or Charitable Churches, Lodges, Societies, Associations, or Companies, and for
 amending the Charters of those already formed and to be formed.

(Sign here) [Signature]

Dated: NOVEMBER 6, 1989

Mark Hammond's Office

Customer Receipt

Receipt Number: 116494
Printed on 5/2/2006 10:31:12 AM
Operator ID: RHARPER
Submitter Name:
PUBLIC

Charges

=====
CCC-COPIES, CERTIFIED

Filed Date: 05/02/2006 10:31:10 AM

Recording Fee		\$3.00
No of Pages	3	\$1.00

Subtotal:		\$4.00

CCC-COPIES, CERTIFIED

Filed Date: 05/02/2006 10:31:11 AM

Recording Fee		\$3.00
No of Pages	3	\$1.00

Subtotal:		\$4.00

CCC-COPIES, CERTIFIED

Filed Date: 05/02/2006 10:31:12 AM

Recording Fee		\$3.00
No of Pages	3	\$1.00

Subtotal:		\$4.00

Payments

=====
Check #2952 \$12.00

Totals