



10-00  
D0772 PAGE 014

1985 DEC 13 PM 4:46

D0772 | 44

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

GENERAL COMMON AREA/LAUREATE DRIVE

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made on the date hereinafter set forth by  
THE FIRST SERVICE CORPORATION OF S.C., hereinafter referred to as  
"Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in  
Forest Acres, Richland County, South Carolina, which is more par-  
ticularly described as:

All that certain piece, parcel or tract of land, together  
with any improvements thereon, situate, lying and being in the  
City of Forest Acres, Richland County, South Carolina, known as  
Laureate Drive containing 0.847 acres, more or less, and being  
more fully shown and delineated as General General Common  
Area/Laureate Drive on a plat prepared by Site Consultants, Inc.  
dated November 6, 1985 and recorded in the RMC Office for  
Richland County in Plat Book 50 at page 654; and

WHEREAS, Declarant intends to develop a residential com-  
munity adjacent to Laureate Drive known as The Laureate Phase I;  
and

WHEREAS, Thomas B. McTeer, Jr. (McTeer), the principal in  
Carotop, Ltd., a joint venturer with the Declarant in the deve-  
lopment of The Laureate Phase I, is the owner of adjoining pro-  
perty in Forest Acres, Richland County, South Carolina,  
containing 20.499 acres, more or less, which McTeer intends to  
develop as additional residential communities, such property  
being more fully shown on a plat of same prepared for Thomas B.  
McTeer, Jr. by Site Consultants, Inc., dated August 28, 1985, and  
recorded in the RMC Office for Richland County in Plat Book 50,  
at page 6408; and

WHEREAS, Declarant and McTeer intend for Laureate Drive as it  
now exists and as it may be extended to provide a means of access  
for those property owners in The Laureate Phase I and those pro-

10-00 D0772 PAGE 014

erty owners in all or a portion of the aforesaid property now owned by McTeer; and

WHEREAS, Declarant desires that Laureate Drive and any other General Common Area in the property of McTeer, as aforesaid, be managed and controlled by the property owners of The Laureate Phase I and the property owners of all or a portion of the property of McTeer; as aforesaid; and

WHEREAS, Declarant will cause the incorporation of The Laureate Master Homeowners Association, an eleemosynary corporation to be organized under the laws of the State of South Carolina, for the purpose of providing a means by which the residents of The Laureate Phase I and the residents of all or a portion of McTeer's adjoining property can manage and control Laureate Drive and otherwise provide for its use as a means of access, as aforesaid, and manage and control such other General Common Area as may come within the jurisdiction of The Laureate Master Homeowners Association;

NOW, THEREFORE, Declarant hereby declares that the property described above, the General Common Area/Laureate Drive (Laureate Drive), shall be held, sold and conveyed subject to the following perpetual easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, the property in The Laureate Phase I and all of, or that portion of, the adjoining property of McTeer which, when developed, shall utilize Laureate Drive as a means of access. Furthermore, the following perpetual easements, restrictions, covenants and conditions shall run with the land heretofore described and shall be binding upon the Declarant, its successors and assigns and successors in title.

#### ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to The Laureate Master Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property known as The Laureate Phase I and such portions of the McTeer Property as may hereafter be brought within the jurisdiction of the Association.

Section 4. "General Common Area" shall mean all real property owned by the Association for the common use and enjoyment

of the Owners. The General Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All that land with improvements thereon, situate, lying and being in Forest Acres, Richland County, South Carolina, designated "General General Common Area/Laureate Drive" on a plat of The Laureate Phase I prepared by Site Consultants, Inc., dated November 6, 1985, and recorded in the RMC Office for Richland County in Plat Book 50 at page 6534.

Section 5. "The Laureate Phase I" shall mean that tract of land in Forest Acres, Richland County, South Carolina, containing 10.113 acres, more or less, and being more fully shown on a plat of same prepared by Site Consultants dated November 6, 1985, and recorded in the RMC Office for Richland County in Plat Book 50 at page 6534, said property comprising all of the land area shown on the aforesaid plat except that designated General Common Area/Laureate Drive.

Section 6. "McTeer Property" shall mean that tract of land in Forest Acres, Richland County, South Carolina, adjoining The Laureate Phase I, containing 20.499 acres more or less, and being more fully shown on a plat prepared for Thomas B. McTeer, Jr. by Site Consultants, Inc., dated August 28, 1985, and recorded in the RMC Office for Richland County in Plat Book 50 at page 6408.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the General Common Area.

Section 6. "Declarant" shall mean and refer to The First Service Corporation of S.C., its successors and assigns, or successor in title, if such successor in title should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

#### ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of access over and enjoyment in and to the General Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge assessments as hereinafter set forth for the preservation and maintenance of the General Common Area and for such security as the members of the Association shall approve by proper vote.

(b) the right of the Association to suspend the voting rights of an Owner for any period during which any assessment against such Owner's Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the General Common Area to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the members, provided the use and purpose of such General Common Area must remain as originally provided. No such dedication or transfer shall be effective unless an instrument signed by at least two-thirds (2/3) of each class of members, agreeing to such dedication or transfer, has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, the Owner's rights of access over and enjoyment of the General Common Area and facilities to the members of such owner's family, tenants, or contract purchasers who reside on the Properties.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B member(s) shall be the Declarant and Thomas B. McTeer, Jr. and any successor(s) in title to all or any portion of the McTeer Property which is held by such successor in title for development, each of whom shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 1990.

#### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation For Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the administration, improvement, maintenance, use and enjoyment of the General Common Area, including but not limited to, the cost of repairs, replacements, additions, insurance, labor, equipment, materials, management and supervision, the payment of taxes assessed against the General Common Area, the employment of security for the General Common Area, including security personnel, if approved, at the entrance to Laureate Drive from public streets, and otherwise, and the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be SIXTY AND NO/100 (\$60.00) DOLLARS per Lot.

(a) The maximum annual assessment for the calendar year immediately following the conveyance of the first Lot to an Owner and for each calendar year thereafter shall be established by the Board of Directors of the Association and may be increased by the Board of Directors without approval by the membership by an amount not to exceed five (5%) per cent of the maximum annual assessment of the previous year.

(b) The maximum annual assessment for the calendar year immediately following the conveyance of the first Lot to an Owner and for each calendar year thereafter may be increased without

limit by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose!

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4.

(a) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the General Common Area, including improvements located thereon, and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be delivered personally or mailed to all members or Directors, as the case may be, not less than 10 days nor more than 50 days in advance of the meeting. At the first such meeting of members called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. At the second such meeting of members called, the presence of members or of proxies entitled to cast thirty (30%) percent of all the votes of each class of membership shall constitute a quorum. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. All annual and special assessments for capital improvements shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments:  
Due Dates: The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the General Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment. Written notice of the annual assessment shall be sent to every Owner subject

thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the legal rate provided by law for judgments of Court enrolled or entered. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot of the Owner, and interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the General Common Area or abandonment of such Owner's Lot.

#### ARTICLE V NON-DEDICATION

The General Common Area is not dedicated to the use of the general public, but is dedicated to the common use and enjoyment of the Owners and residents of the Properties.

#### ARTICLE VI USE RESTRICTIONS

Section 1. General Common Area/Laureate Drive. The General Common Area/Laureate Drive shall be used to (i) provide a means of access to the Properties; (ii) to afford the Owners and residents a means by which access to the Properties can be controlled, and security of the Properties enhanced; and (iii) for such other purposes which are consistent with the foregoing. Additional General Common Area brought within the jurisdiction of the Association shall be used for the benefit and enjoyment of the Owners and residents of the Properties.

#### ARTICLE VII EASEMENTS

Section 1. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of The Laureate Phase I prepared by Site Consultants, Inc., dated November 6, 1985 and recorded in the RMC Office for Richland County as aforesaid, and such other recorded plat as may be prepared for additional Properties brought within the jurisdiction of the Association.

## ARTICLE VIII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless seventy-five (75%) per cent of the Lot Owners agree, by written recordable instrument, to terminate this Declaration, provided, however, no such termination shall alter any Owner's right and easement of access over and enjoyment in and to the General Common Area. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) per cent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) per cent of the Lot Owners, provided, however, that no amendment shall alter any Owner's right and easement of access over and enjoyment in and to the General Common Area, any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein, provided, however, and notwithstanding anything hereto to the contrary, this Declaration may be amended by the undersigned Declarant, without consent of the Lot owners in the event any such amendment shall be necessary in order to comply with Federal Housing Administration or Veterans Administration requirements. Any amendment must be properly recorded.

Section 4. Annexation. Portions of the McTeer Property used, or committed, for additional General Common Area or for the extension of the existing General Common Area (Laureate Drive) shall be annexed to the Properties and brought within the jurisdiction of the Association, without consent of each class of members, upon written notice of Thomas B. McTeer, Jr., or his successors in title, to the Association and upon conveyance of such property to the Association. Other additional residential property and General Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of General Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned THE FIRST SERVICE CORPORATION OF S.C., has caused this instrument to be executed this 25th day of November, 1985.

WITNESSES:

Eugene L. Ford, Jr.  
Joseph O. Mint III

THE FIRST SERVICE CORPORATION OF S.C.

By: Patrick M. Dunbar  
Its: President

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

PERSONALLY APPEARED before me Eugene L. Ford, Jr. who, being duly sworn, deposes and says that s/he saw The First Service Corporation of S.C. by Patrick M. Dunbar, its President, sign, seal and as its act and deed deliver the within Declaration of Covenants, Conditions and Restrictions for the uses and purposes therein mentioned and that s/he witnessed the execution thereof.  
Joseph O. Mint III

SWORN TO BEFORE ME THIS )  
15th day of December, 1985. )  
Joseph Chapman (LS) )  
Notary Public for S.C. )  
Commission Expires: 1/13/94 )

Eugene L. Ford, Jr.

Deed of Laureate  
Drive Extension  
to master HOA

DO834PAGE324



FILED  
REGISTER OF MORTGAGES  
TITLES TO REAL ESTATE  
MASTER HOMEOWNERS ASSOCIATION  
GRANTEE'S ADDRESS 1807 MAR 25 PM 2:57

Post Office Box 12207  
Columbia, South Carolina 29211

AFFIDAVIT

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, THOMAS B. MCTEER, JR., and SANDRA B. MCTEER in the State aforesaid in consideration of the sum of Five and no/100 (\$5.00) Dollars and other valuable consideration to them in hand paid by THE LAUREATE MASTER HOMEOWNERS ASSOCIATION, in the state aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

THE LAUREATE MASTER HOMEOWNERS ASSOCIATION

All that land with the improvements thereon, situate, lying and being in Forest Acres, Richland County, South Carolina, designated as Laureate Drive (less and excepting that portion of Laureate Drive previously conveyed to the Grantee herein by Deed of The First Service Corporation of S.C. dated December 11, 1987 and recorded in the RMC Office for Richland County in Deed Book D-772 at page 63) on a plat of The Laureate Phases II and III prepared by Site Consultants, Inc., dated March 17, 1987, and recorded in the RMC Office for Richland County in Plat Book 51 at page 5496.

Reserving, however, without cost, to Thomas B. McTeer, Jr., his heirs and assigns, assignees and successors-in-title, and to anyone to whom Thomas B. McTeer, Jr., may grant or assign similar easements, easements for installation and maintenance of utilities and drainage facilities. Within these easements, but subject to the paving and curbing of Laureate Drive, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements or which would interfere with access, ingress and egress, within the easements. The easement areas herein described and all improvements thereon, shall be maintained continuously by The Laureate Master Homeowners Association except for those improvements which a public authority or utility company, is responsible.

DO834PAGE924

D0834PAGE925

The above described property is conveyed subject to the following:

1. The property is conveyed in an "as is" condition, without warranty, express or implied;
2. To any state of facts which an accurate survey or physical inspection of the premises will show;
3. Licenses, rights-of-way and easements, if any, for public utilities;
4. Covenants, easements, conditions, restrictions and zoning laws, ordinances, and regulations, existing against the property, if any, now in force.
5. Declaration of Covenants, Conditions and Restrictions dated March 24, 1987, and recorded in the RMC Office for Richland County in Deed Book D-34 at page 902
6. Declaration of Covenants, Conditions and Restrictions dated November 25, 1985, and recorded in the RMC Office for Richland County in Deed Book D-772 at page 44.

This being a portion of the same property conveyed to Thomas B. McTeer, Jr. by Deed of the EnMark Corporation dated August 28, 1984, and recorded August 31, 1984, in the RMC Office for Richland County in Deed Book D-708 at page 976.

Sandra B. McTeer, spouse of Thomas B. McTeer, Jr., joins in this instrument only for the purpose of conveying any vested special equity and ownership right in the premises which may be created under South Carolina Code Section 20-7-471 et seq. The aforesaid spouse does not assume any other obligations under the terms of this instrument.

Together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

D0834PAGE925

To have and to hold all and singular the premises before mentioned unto the said The Laureate Master Homeowners Association, its successors and assigns, forever.

And Thomas B. McTeer, Jr. does hereby bind himself and his heirs, executors and administrators, to warrant and forever defend all and singular said premises unto the said The Laureate Master Homeowners Association, its successors and assigns, against himself and his heirs lawfully claiming, or to claim the same or any part hereof.

IN WITNESS WHEREOF, the execution hereof this 24<sup>th</sup> day of March, in the year of our Lord one thousand nine hundred and eighty-seven (1987) and the two hundred and eleventh (211th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Dorenda G. Truesdale

Phyllis D. Brooks

Dorenda G. Truesdale

Phyllis D. Brooks

Thomas B. McTeer, Jr.

Sandra B. McTeer

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

PROBATE

PERSONALLY appeared before me Dorenda G. Truesdale and made oath that s/he saw the within named Thomas B. McTeer, Jr., and Sandra B. McTeer sign, seal, and as their act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with Phyllis D. Brooks witnessed the execution thereof.

Dorenda G. Truesdale

SWORN TO BEFORE ME THIS  
24 day of March, 1987 )  
Phyllis D. Brooks )  
Notary Public for South Carolina )  
My Commission expires: 8/19/95 )

Deed of Laureate  
Drive to Master HOA

BOOK D077, PAGE 05

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

1985 DEC 13 TEE 105

REAL ESTATE

GRANTEE'S ADDRESS:  
Post Office Box 12207  
Columbia, South Carolina 29211



KNOW ALL MEN BY THESE PRESENTS, That the undersigned, THE FIRST SERVICE CORPORATION OF S. C., in the State aforesaid in consideration of the sum of Five and no/100 (\$5.00) Dollars and other valuable consideration to it in hand paid by THE LAUREATE MASTER HOMEOWNERS ASSOCIATION, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said

THE LAUREATE MASTER HOMEOWNERS ASSOCIATION

All that land with the improvements thereon, situate, lying and being in Forest Acres, Richland County, South Carolina, designated "General Common Area/Laureate Drive" on a plat of The Laureate Phase I prepared by Site Consultants, Inc. dated November 6, 1985, and recorded in the RMC Office for Richland County in Plat Book 50 at page 6534, the said "General Common Area/Laureate Drive" being shown on the aforesaid plat as "Laureate Drive".

The above described property shall be conveyed subject to the following:

1. The property is conveyed in an "as is" condition, without warranty, express or implied;
2. To any state of facts which an accurate survey or physical inspection of the premises will show;
3. Licenses, rights of way and easements, if any, for public utilities;
4. Covenants, easements, conditions, restrictions and zoning laws, ordinances, and regulations, existing against the property, if any, now in force.
5. Declaration of Covenants, Conditions and Restrictions dated November 25, 1985, and recorded in the RMC Office for Richland County on December 13, 1985 in Deed Book D-772 at page 31.
6. Declaration of Covenants, Conditions and Restrictions dated November 25, 1985, and recorded in the RMC Office for Richland County on December 13, 1985 in Deed Book D-772 at page 44.

BOOK D077, PAGE 05

This being a portion of the property conveyed to the Grantor herein by Deed of Thomas B. McTeer, Jr. dated March 13, 1985 and recorded March 13, 1985 in the RMC Office for Richland County in Deed Book D732 at page 678.

Together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

To Have and to Hold all and singular the premises before mentioned unto the said The Laureate Master Homeowners Association, its successors and assigns, forever.

And the undersigned does hereby bind itself and its successors, to warrant and forever defend all and singular said premises unto the said The Laureate Master Homeowners Association, its successors and assigns, against itself and its successors lawfully claiming, or to claim the same or any part hereof.

IN WITNESS WHEREOF, the execution hereof this 11<sup>th</sup> day of December, in the year of our Lord one thousand nine hundred and eighty-five (1985) and in the two hundred and tenth (210th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Eugene L. Ford, Jr.  
James D. Davis

THE FIRST SERVICE CORPORATION  
OF S. C.

By: Patricia S. Rawand  
Its: VICE - PRESIDENT

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

Personally appeared before me Eugene L. Ford, Jr. and made oath that s/he saw the within named The First Service Corporation of S. C. sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with James D. Davis witnessed the execution thereof.

SWORN TO BEFORE ME THIS )  
11<sup>th</sup> day of December 1985 )  
Patricia S. Rawand (LS) )  
Notary Public for S. C. )  
Commission Expires: 10/21/93 )

Eugene L. Ford, Jr.

BOOK B0772 PAGE 054