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DECLARATION AND MASTER DEED JAN 6 4 40 PM '81

OF

THE CARRIAGE HILL HORIZONTAL PROPERTY REGIMENT, S.C.
CLARA L. BARTLETT

REGISTER OF
MESNE CONVEYANCES
RICHMOND COUNTY, S.C.
CLARA L. BARTLETT

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DEFINITIONS

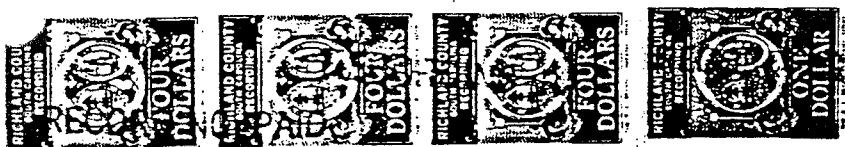
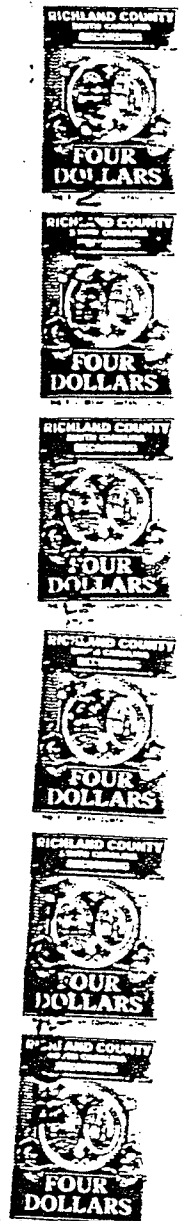
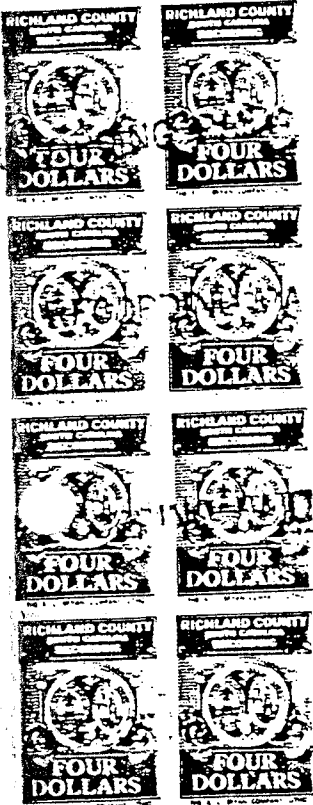
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- B. By-Laws of the Carriage Hill Horizontal Property Regime
- C. Plot Plans
- D. Floor Plans

DECLARATION AND MASTER DEED
OF
THE CARRIAGE HILL HORIZONTAL PROPERTY REGIME

BY THIS DECLARATION and the attached exhibits, CARRIAGE HILL TRUST, a South Carolina Business Trust, owner of the property hereinafter described, submits the property to the CARRIAGE HILL HORIZONTAL PROPERTY REGIME pursuant to the provisions of §27-31-10 and succeeding sections of the Code of Laws of South Carolina 1976, entitled the Horizontal Property Act.

WHEREAS, CARRIAGE HILL TRUST is the owner of the real property described in Exhibit A attached hereto, and made a part hereof; and

WHEREAS, said property includes certain buildings and improvements thereon which the owner desires and intends to divide into units for independent use, and to sell and convey the same to various purchasers subject to the covenants, conditions and restrictions herein reserved, and to be kept and observed; and

WHEREAS, the owner desires and intends by the filing of this Declaration to submit the subject property and improvements located thereon, together with all appurtenances thereto, to the provisions of the South Carolina Horizontal Property Act;

NOW, THEREFORE, CARRIAGE HILL TRUST does hereby publish and declare that the property described herein is held and shall be held, conveyed, hypothecated, encumbered, ~~used~~, occupied, and improved subject to the following covenants, conditions, restrictions, uses, limitations, and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property, and the ~~division~~ thereof into units for independent use, and will be deemed to run with the land, and will be a burden and benefit to the owner, its successors and assigns, and any person acquiring and owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

I. DEFINITIONS

Unless it is plainly evident from the context that a different meaning is intended, as used in this Declaration, the attached exhibits, any amendments hereto, and any supplementary declaration:

A. "Act" or "Horizontal Property Act" means the South Carolina Horizontal Property Act, ~~Section 27-31-10~~ and succeeding sections of the Code of Laws of South Carolina 1976.

B. "Apartment" means a part of the property intended for any type of independent use (whether it be for residential or business, in accordance with existing zoning ordinances), including one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in a building, and with a direct exit to a public street or highway, or to a common area leading to such street or highway.

C. "Board of Directors" means the governing body of the Council and is elected pursuant to the By-Laws.

D. "Building" means a structure or structures, containing in the aggregate two or more apartments, comprising a part of the property.

E. "By-Laws" means the By-Laws for the administration of the property as attached hereto and as they may subsequently be amended.

F. "Common Elements" means the general and limited common elements as described in Article IV of this Declaration.

G. "Common Expenses" means and includes all or any of:

1. All sums assessed against the unit owners by the Council;

2. Expenses of administration, maintenance, repair or replacement of the common elements including principal and interest payments on mortgages covering the condominium property;

3. Expenses of central heating and cooling facilities servicing both units and common elements;

4. Expenses agreed upon as common expenses by the Council;

5. Expenses declared or found to be common expenses by operation of law, by this Declaration, or by the By-Laws.

H. "Condominium Documents" means and includes this Declaration, ~~the By-Laws, the Rules and Regulations promulgated pursuant to this Declaration, and supplementary declarations, all as may be amended from time to time.~~

I. "Condominium Ownership" means the individual ownership of a particular apartment in a building and the common right to share, with other co-owners, in the general common elements of the property and is defined more fully in Article VI.A of this Declaration.

J. "Co-Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns an apartment within the building, and excluding any lessee of a co-owner.

K. "Council of Co-Owners" means all the co-owners as defined in subsection "J" above, but a majority, as defined in subsection "P" of this section, shall, except as otherwise provided, constitute a quorum for the adoption of decisions. 51% 151 50

L. "Declarant" means the Carriage Hill Trust, a South Carolina Business Trust, and its successors and assigns.

M. "Declaration" means this Declaration and Master Deed, and the exhibits attached hereto, establishing and recording the property of the CARRIAGE HILL HORIZONTAL PROPERTY REGIME.

N. "General Common Elements" or "General Common Areas" means and includes those parts of the property which are described in ~~Article IV.A~~ of this Declaration.

O. "Limited Common Elements" or "Limited Common Areas" means and includes those parts of the property which are described in ~~Article IV.B~~ of this Declaration.

P. "Majority of Co-Owners" means fifty-one (51%)

~~percent or more of the basic value of the property as a whole, in accordance with the percentages computed in accordance with the provisions of this Declaration.~~

Q. "Member" means a co-owner and member of the council of co-owners.

R. "Percentage Interest" means and refers to the undivided percentage interest of each co-owner in the common elements and common expenses as set forth in Articles V. and VI.A.3 hereof.

S. "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

T. "Plans" means the plot plan entitled Carriage Hill Horizontal Property Regime Plot Plan dated January 2, 1981 and prepared by Civil Engineering of Columbia, attached hereto as Exhibit C, and the building floor plan entitled Carriage Hill Horizontal Property Regime Floor Plans dated January 2, 1981 and prepared by Civil Engineering of Columbia attached hereto as Exhibit D.

U. "Property" or "Condominium Property" means and includes ~~the land, the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, including units and common elements, being submitted to the Act by this Declaration.~~

V. "Regime" means and refers to the Carriage Hill Horizontal Property Regime, established by this Declaration pursuant to the provisions of ~~§26-31-10~~ and succeeding sections of the Code of Laws of South Carolina 1976.

W. "Rules and Regulations" means all rules, regulations, requirements and policies which are duly adopted and promulgated by the Board of Directors to ~~govern and limit use of the condominium property.~~

X. "To Record" means to record in accordance with the provisions of Section 30-5-30 through 30-5-200, Sections 30-7-10 through 30-7-90, and Sections 30-9-10 through 30-9-80, or other applicable recording statutes of the Code of Laws of South Carolina 1976.

Y. "Unit" or "Apartment Unit" means each apartment situated upon the property, described in Articles II and III hereof and shown and designated on the plans as units.

II. DESCRIPTION OF LAND, BUILDINGS AND THEIR AREAS

A. Description of Land. The land included is described by metes and bounds in Exhibit A, attached hereto and made a part hereof. It is situate on the west side of Clemson Avenue in the City of Forest Acres, Richland County, South Carolina, and contains approximately 3.98 acres. Improvements on the property consist of thirteen (13) buildings designated numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 14, with a total of fifty eight (58) apartment units, two swimming pools, drives, a guard house, three (3) laundry buildings, six (6) metal carports designated letters A, B, C, D, E and F, drives, parking areas, fences and landscaping. The plot plan, attached hereto as Exhibit B and made a part hereof, shows the location of the buildings on the property.

B. Description of Buildings and Location of Units. All units entered from the ground floor have three digit numbers beginning with 1, such as 101, 102, etc., and all units entered from the second floor have three digit numbers beginning with 2, such as 201, 202, etc.

Buildings 1, 2 and 11 are two-story, frame buildings with brick veneer exteriors and asphalt shingle roofs, each building containing four (4), one (1) bedroom apartments. As shown on the plans, when entering Building 1 and 2 from the parking lot entrance the units on the left have odd numbers and the units on the right have even numbers. The units in Building 1 are designated Numbers 101, 102, 201, 202. The units in Building 2 are designated Numbers 103, 104, 203 and 204. As shown on the plans, when entering Building 11 from the parking lot entrance, the units on the left have even numbers and the units on the right have odd numbers. The units in Building 11 are designated Numbers 134, 135, 234 and 235.

Buildings 3 and 9 are two-story, frame townhouse buildings with exteriors of brick veneer on the first floor and plywood on the second floor, and asphalt shingle

roofs. As shown on the plans, Building 3 has eight (8), two (2) bedroom townhouse apartments, designated Numbers 105, 106, 107, 108, 109, 110, 111 and 112, from right to left from the parking lot. There is a firewall between Units 108 and 109. Also as shown on the plans, Building 9 has six (6) two (2) bedroom townhouse apartments, designated Numbers 124, 125, 126, 127, 128 and 129, from left to right from the parking lot. There is a fire wall between Units 127 and 128.

Buildings 4, 5, 7 and 8 are two-story, frame buildings with brick veneer exteriors and asphalt shingle roofs, each building containing four (4), two (2) bedroom apartments. As shown on the plans, when entering Buildings 4, 5, 7 and 8 from the parking lot entrances, the units on the left have odd numbers and the units on the right have even numbers. The units in Building 4 are designated Numbers 114, 115, 214 and 215; the units in Building 5 are designated Numbers 116, 117, 216 and 217; the units in Building Number 7 are designated Numbers 122, 123, 222 and 223; and the units in Building 8 are designated Numbers 120, 121, 220 and 221.

Buildings 6 and 14 are two-story, frame buildings with brick veneer exteriors and asphalt shingle roofs, each building containing four (4), three (3) bedroom apartments. As shown on the plans, when entering Building 6 from the entrance facing Building 10 the units on the left have odd numbers and the units on the right have even numbers. The units in Building 6 are designated numbers 118, 119, 218 and 219. As shown on the plans, when entering Building 14 from the parking lot entrance, the units on the left have even numbers and the units on the right have odd numbers. The units in Building 14 are designated numbers 130, 131, 230 and 231.

Building 10 is a two-story, frame building with brick veneer exterior and asphalt shingle roof containing two (2), one (1) bedroom apartments and two (2) three (3) bedroom apartments. As shown on the plans, when entering Building 10 from the entrance facing Building 6, the units on the right have one bedroom each and have an odd numbers, and the units on the left have three bedrooms each and have even numbers. The units in Building 10 are designated numbers 136, 137, 236 and 237.

Building 12 is a two-story, frame building with brick veneer exterior and asphalt shingle roof containing two

(2), one (1) bedroom apartments and two (2), two (2) bedroom apartments. As shown on the plans, when entering Building 12 from the parking lot entrance, the units on the left have one bedroom each and have even numbers, and the units on the right have two bedrooms each and have odd numbers. The units in Building 12 are designated numbers 132, 133, 232 and 233.

III. DESCRIPTION AND NUMBER OF APARTMENT UNITS

A. Nature, Type and Description of Apartment Unit.
The designation of each apartment unit, area, numbers of rooms and other data concerning its proper identification are set forth in the plans.

Apartment units 101, 102, 103, 104, 132, 134, 135, 137, 201, 202, 203, 204, 232, 234, 235, and 237 are designated as one bedroom flats. Each such apartment has one bedroom, one bathroom, two closets, a living room and dining area, a kitchen, and a storage room with a total area of 733 square feet. The lower level units have patios and the upper level units have balconies.

Apartment units 105, 106, 107, 108, 109, 110, 111, 112, 124, 125, 126, 127, 128 and 129 are designated as two bedroom townhouse. Each such apartment has two bedrooms, one full and one half bathroom, three closets, a living room and dining area, and a kitchen, with a total area of 1,125 square feet. ~~All townhouse units have patios.~~

Apartment units 114, 115, 116, 117, 120, 121, 122, 123, 133, 214, 215, 216, 217, 220, 221, 222, 223 and 233 are designated as two bedroom flats. Each such apartment has two bedrooms, two bathrooms, five closets, a living room and dining area, a kitchen, and a storage room with a total area of 1,059 square feet. The lower level units have patios and the upper level units have balconies.

Apartment units 118, 119, 130, 131, 136, 218, 219, 230, 231 and 236 are designated as three bedroom flats. Each such apartment has three bedrooms, two bathrooms, seven closets, a living room and dining area a kitchen, and a storage room, with a total area of 1,378 square feet. The lower level units have patios and the upper level units have balconies.

B. Apartment Unit Dimensions.

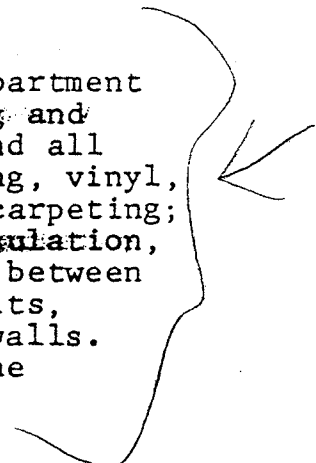
1. Each apartment unit shall include all the space within the boundaries thereof as follows:

(a) The dimensions of the lateral and perimetrical boundaries are vertical planes which coincide with one of the following, as appropriate: (i) ~~the~~ ~~unexposed~~ facing of drywall next to studs or structural portions of structural or load-bearing walls; (ii) the unexposed facing of finish molding, panelling or interior brick veneer next to studs or structural portions of structural or load-bearing walls; and (iii) the interior exposed facing of structural or load-bearing walls which are not covered with drywalls, moulding, panelling or interior brick veneer (a plane coincident with the interior facing of exposed studs or structural portions); such boundaries extended to intersect the upper and lower boundaries of the Unit and (except for facings of structural or load-bearing interior walls) to intersect the other lateral or perimetrical boundaries thereof;

(b) The dimension of the upper boundaries are horizontal planes which coincide with the unexposed facing of drywall (the facing next to joists or structural portions of buildings) of ceilings, or the unexposed facings of finish moulding or panelling of ceilings in areas with no drywall facing, extended to intersect the lateral or perimetrical boundaries of the unit; and

(c) The dimensions of the lower boundaries are horizontal planes which coincide with the unfinished upper surfaces of floor slabs on the ground level and the unfinished upper surface of subflooring on the second floor level, extended to intersect the lateral or perimetrical boundaries of the unit.

2. It is the intent hereof that the apartment unit will include all interior drywall, panelling and moulding, and any surface finish or wallpaper, and all finished flooring, such as exposed wooden flooring, vinyl, linoleum or ceramic floor covering, matting and carpeting; but will not include studs, supports and wall insulation, concrete slabs, floor or ceiling joists, such as between the first and second stories of the townhouse units, except when located in nonload-bearing interior walls. Each apartment unit shall be deemed to include the



interior and ~~exterior~~ of any and all ~~doors, windows,~~ sliding glass doors and other closures, and all door locks and other security or mechanical devices which control the opening and closing of doors and windows. Included also as part of each unit are the following:

(a) ~~Lighting fixtures and electrical~~ receptacles within the apartment unit, ~~wherever located~~;

(b) Nonstructural, nonload-bearing interior partition walls within the boundaries of the apartment unit (~~excepting pipes, wires, conduits and other~~ facilities for the furnishing of utilities and other services to the apartment unit);

(c) All immediately visible fixtures and appliances including ~~furnaces and kitchen appliances but~~ excluding water heaters and air conditioners which are common elements. ✓ *Specific in common*

3. In interpreting this Declaration and the the plans, the actual physical boundaries of an apartment unit as originally constructed, or of an apartment unit reconstructed in substantial compliance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in this Declaration or the plans, regardless of settling or lateral movement of the building, and regardless of minor variances between boundaries shown on the plans and those of the apartment units.

IV. DESCRIPTION OF GENERAL AND LIMITED COMMON ELEMENTS

A. General Common Elements. The general common elements consist of the entire property from time to time subject to this Declaration, except apartment units, and limited common elements, and include, without limitation, the following:

1. The land on which the buildings are erected and all the land surrounding the buildings that lies within the boundaries of the land subject to this Declaration, and ~~exterior walls, roofs, interior structural, load-bearing walls (except the drywall, panelling, moulding and floor covering)~~, and every part of the condominium property other than the apartment units;

2. The foundation and structural members, including columns, girders, beams and supports of all units;

3. Any security and fire alarm systems presently existing or which may be installed in the future;

④ All installations designed and intended for common use or to serve one or more apartment units, for services such as, but not limited to, ~~electricity, water,~~ sewer, gas, telephone and television, and all tanks, pumps, motors, fans, cables, antennas, conduits, compressors, flues, ducts, mechanical systems, storm drains and all other items connected therewith, whether located in common elements or in apartment units, excluding from such installations all parts thereof, and all items affixed or connected thereto, (not designed or intended for common use or use by more than one apartment unit;

5. Easements for access, maintenance, repair, reconstruction and replacement of the common elements and all other services necessary or convenient to the existence, maintenance, safety and use of the condominium common elements;

6. The yards, landscaping, fences, nonpublic walks, retaining walls, roads and driveways, parking areas and all paved areas except the covered parking spaces set forth below as limited common elements;

7. All exterior walkways and steps, elevators, stairways, corridors, hallways, lobbies, storage areas, except those hallways and closets within a unit;

8. All mechanical and recreational areas including but not limited to the swimming pool and decks; and

9. The laundry and storage buildings and the guard house; and

10. Any portion of the condominium property shown and designated on the plans as general common elements.

B. Limited Common Elements. Ownership of a unit shall entitle the co-owner thereof to the exclusive use or

use with others necessarily served thereby of the limited common elements appurtenant to such unit and so designated in the plans. Limited common elements shall not be construed or interpreted to be separate and apart from the common elements in general, being limited only with respect to the reserved use thereof by the unit or units served. Limited common elements shall include those areas designated as such on the plans. Exclusive use of the limited common elements may be delegated by a co-owner to the immediate ~~family members, guests or tenants~~ who reside in a unit. Co-owners may place plants, furniture or other similar items within the limited common elements adjacent to appurtenant to the unit, subject to the rules and regulations duly adopted by the Board of Directors.

The following described covered parking spaces shall be limited common elements, reserved for the use of the co-owner of the indicated apartment unit. Each unit shall have one covered parking space, as shown on the plans and as hereafter described in sequence from left to right when driving into the space from the paved driveway:

1. In metal carport A, spaces shall be designated for apartment numbers 203, 103, 204, 104, 105, 106, 107, 108, 109, 110, 111 and 112.

2. In metal carport B, spaces shall be designated for apartment units 214, 114, 215, 115, 116, 216, 117 and 217.

3. In metal carport C, spaces shall be designated for apartment units 235, 135, 234, 134, 233, 133, 232 and 132.

4. In metal carport D, spaces shall be designated for apartment units ~~131, 231, 130, 230~~, 123, 223, 122, 222, 129, 128, 127, 126, 221, 121, 220, and 120; between the spaces for units 222 and 129 as shown on the plans, there is a space which is a general common area.

5. In metal carport E, spaces shall be designated for apartment units 119, 219, 118, 218, 124 and 125.

6. In metal carport F, spaces shall be designated for apartment units 236, 136, 237, 137, 101, 201, 102 and 202.

V. VALUES AND PERCENTAGES

<u>Building Number</u>	<u>Unit Number</u>	<u>Value of Apartment Unit</u>	<u>Percentage Interest</u>
1	✓ 101	\$31,875.00	1.3858695
1	✓ 102 <i>TR</i>	\$31,875.00	1.3858695
1	✓ 201 <i>TR</i>	\$31,875.00	1.3858695
1	✓ 202	\$31,875.00	1.3858695
2	✓ 103	\$31,875.00	1.3858695
2	✓ 104	\$31,875.00	1.3858695
2	✓ 203	\$31,875.00	1.3858695
2	✓ 204	\$31,875.00	1.3858695
3	✓ 105	\$39,795.00	1.7302173
3	✓ 106	\$39,795.00	1.7302173
3	✓ 107	\$39,795.00	1.7302173
3	✓ 108	\$39,795.00	1.7302173
3	✓ 109	\$39,795.00	1.7302173
3	✓ 110	\$39,795.00	1.7302173
3	✓ 111	\$39,795.00	1.7302173
3	✓ 112	\$39,795.00	1.7302173
4	✓ 114	\$41,920.00	1.8226086
4	✓ 115	\$41,920.00	1.8226086
4	✓ 214	\$41,920.00	1.8226086
4	✓ 215	\$41,920.00	1.8226086
5	✓ 116	\$41,920.00	1.8226086
5	✓ 117	\$41,920.00	1.8226086
5	✓ 216	\$41,920.00	1.8226086
5	✓ 217	\$41,920.00	1.8226086
6	✓ 118	\$47,831.00	2.0796086
6	✓ 119	\$47,831.00	2.0796086
6	✓ 218	\$47,831.00	2.0796086
6	✓ 219	\$47,831.00	2.0796086
7	✓ 122	\$41,920.00	1.8226086
7	✓ 123 <i>Williams</i>	\$41,920.00	1.8226086
7	✓ 222 <i>Williams</i>	\$41,920.00	1.8226086
7	✓ 223	\$41,920.00	1.8226086
8	✓ 120	\$41,920.00	1.8226086
8	✓ 121	\$41,920.00	1.8226086
8	✓ 220	\$41,920.00	1.8226086
8	✓ 221	\$41,920.00	1.8226086
9	✓ 124	\$39,795.00	1.7302173
9	✓ 125	\$39,795.00	1.7302173
9	✓ 126	\$39,795.00	1.7302173
9	✓ 127	\$39,795.00	1.7302173
9	✓ 128	\$39,795.00	1.7302173

<u>Building Number</u>	<u>Unit Number</u>	<u>Value of Apartment Unit</u>	<u>Percentage Interest</u>
9	✓ 129	\$39,795.00	1.7302173
10	✓ 136	\$47,831.00	2.0796086
10	✓ 137	\$31,875.00	1.3858695
10	✓ 236	\$47,831.00	2.0796086
10	✓ 237	\$31,875.00	1.3858695
11	✓ 134	\$31,875.00	1.3858695
11	✓ 135	\$31,875.00	1.3858695
11	✓ 234	\$31,875.00	1.3858695
11	✓ 235	\$31,875.00	1.3858695
12	✓ 132	\$31,875.00	1.3858695
12	✓ 133	\$41,920.00	1.8226086
12	✓ 232	\$31,875.00	1.3858695
12	✓ 233	\$41,920.00	1.8226086
14	✓ 130	\$47,831.00	2.0796086
14	✓ 131	\$47,831.00	2.0796086
14	✓ 230	\$47,831.00	2.0796086
14	✓ 231	\$47,831.00	2.0796086

VI. LEGAL RIGHTS AND OBLIGATIONS

A. Ownership of Apartment Units: Every apartment unit together with its undivided percentage interest in the common elements, shall for all purposes be, and it is hereby declared to be and to constitute, a separate parcel of real property. The co-owner thereof shall be entitled to the exclusive ownership and possession of his apartment unit, subject only to the covenants, restrictions, easements, By-Laws, rules, regulations, resolutions, and decisions adopted pursuant hereto, and as may be contained herein and in the accompanying By-Laws and in the minutes of the meetings of the Board of Directors and the Council. The percentage of undivided interests in the the common elements of each unit shall not be separated from the unit to which it appertains and automatically shall be deemed to be conveyed or encumbered or released from liens with the apartment unit even though such interest is not expressly mentioned or described in the deed, mortgage, release or other instrument.

1. Apartment Units May Be Purchased and Owned: An apartment unit in the property may be individually conveyed and encumbered and may be the subject of ownership, possession, or sale and of all types of juridic acts inter vivos or mortis causa, as if it were sole and

entirely independent of the other apartment units in the property of which it forms a part, and the corresponding individual titles and interests shall be recordable.

2. More Than One Person May Own Apartment Unit:

Any apartment unit may be held and owned by more than one person as tenants in common or in any other real estate tenancy relationship recognized under the laws of South Carolina, and nothing herein shall prevent joining two or more apartment units in common ownership and later redividing them to their original state.

3. Property Rights of Apartment Unit Owner:

An apartment unit owner shall have the exclusive ownership of his apartment unit and shall have a common right to a share, with the other co-owners, in the common elements of the property, equivalent to the percentage representing the value, as published in Article V of this Declaration, of the individual apartment unit, with relation to the value of the whole property. This percentage has been computed by taking as a basis the value of the individual apartment unit in relation to the value of the property as a whole. The percentage as expressed in Article V of this Declaration shall have a permanent character, and shall not be altered without the acquiescence of the co-owners representing all the apartment units of the property. The basic value, which was fixed for the sole purpose of this Declaration and irrespectively of the actual value, shall not prevent each co-owner from fixing a different circumstantial value to his apartment unit in all types of acts and contracts.

4. Common Elements Not to be Divided; No

Partition: The common elements shall not be divided, and no rights shall exist to partition or otherwise divide the common elements. Any covenant or provision to the contrary shall be void.

5. Use of Common Elements:

Each co-owner shall have the right to use the common elements in accordance with the purposes for which they are intended, and the Board of Directors shall, if any question arises, determine the purpose for which a part of the common elements is intended to be used; however, no person shall use the common elements, or any part thereof, in any manner which would interfere with, or restrict or impede the use thereof by others entitled to such use, and no

Board of Directors shall, if any question arises, determine the purpose for which a part of the common elements is intended to be used; however, no person shall use the common elements, or any part thereof, in any manner which would interfere with, or restrict or impede the use thereof by others entitled to such use, and no person shall use the common elements in any manner contrary to or not in accordance with this Declaration, the By-Laws, and such rules and regulations as may be established from time to time by the Board of Directors.

B. Property to be Governed by the By-Laws: The administration of the property shall be governed by the By-Laws attached hereto and made a part hereof and designated Exhibit B.

The sole owner of the property, or if there be more than one, the co-owners representing two-thirds (~~2/3~~) of the total value of the property may at any time modify the system of administration pursuant to Section 12 of the By-Laws, but the provisions required in the By-Laws by Section 27-31-160 of the Act always shall be embodied in the By-Laws. No such modification may be operative until it is embodied in a recorded instrument which shall be recorded in the Office of the Register of Mesne Conveyance for Richland County, South Carolina.

C. Remedy for Noncompliance: Each co-owner shall comply strictly with the By-Laws and with administrative rules and regulations adopted pursuant thereto, as either may be lawfully amended from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration, or in the deed or lease to that co-owner's apartment unit. Failure to comply with these provisions shall be grounds for civil action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, or its agent, on behalf of the Council of Co-Owners or in a proper case, by an aggrieved co-owner.

D. Purposes, Uses and Restrictive Covenants: The apartment units and common elements will be occupied and used as follows:

1. Residential: The property will be used for single family residential purposes and common recreational purposes auxiliary thereto and for no other purpose.

2. Business Activities: No business activities shall be conducted on any portion of the condominium property; provided however, that the foregoing restrictions shall not apply to the Declarant as provided herein, and provided further that private offices may be maintained in a unit so long as such use is incidental to the primary residential use of the unit and is approved in writing by the Board of Directors.

(Handwritten: Need Board Approval)

3. Construction and Sale: Anything contained herein to the contrary notwithstanding, it shall be permissible for the Declarant to maintain, during the period of sale of units and upon such portion of the condominium property as Declarant may deem necessary, such facilities as in the sole discretion of the Declarant may be reasonably required, convenient or incidental to the sale of units, including, but without limitation, a business office, storage area, construction yard, signs, model units and sales offices.

4. Alterations or Attachments by Co-Owner: No co-owner shall make structural alterations or modifications to a unit or to any of the common elements, without the written approval of the Board of Directors. The Board of Directors shall not approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety, appearance or value of the condominium property.

5. Motor Vehicles: No motor vehicle (other than private passenger vehicles), boat, boat trailer, mobile home, motor home, trailer or any similar items shall be stored in or upon the common elements, unless placed upon a portion of the common elements which may be designated from time to time by the Board for the storage of such items.

6. Signs: No signs or other advertising devices shall be displayed which are visible from the exterior of any unit or from the common elements, including "for sale" or "for rent" signs, without permission from the Board; the Declarant is exempt from provision as provided above and this provision shall not limit the rights of institutional lenders.

7. Prohibitions on Use of Common Elements: Except with the specific written approval of the Board,

the common elements, including limited common areas, shall not be used for temporary or permanent storage of supplies, personal property, trash or refuse of any kind, other than in common trash receptacles placed at the discretion of the Board, nor shall such areas be used in any way for the drying or airing of clothing, rugs, or other fabrics. Entrances, sidewalks, yards, driveways, parking areas and stairways shall not be obstructed in any way. No activities shall be carried on or condition maintained by any co-owner, either in his unit or upon the common elements, if such activities should despoil, or tend to despoil, the appearance of the condominium property. It is expressly acknowledged and agreed by all parties concerned that this section is for the mutual benefit of all co-owners and is necessary for the protection of the co-owners and is enforceable by the Board or by any one or more co-owners.

8. Animals: No animal shall be kept in or on the condominium property, except for small household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint as is necessary to prevent them from being or becoming obnoxious or offensive on account of noise, odor, unsanitary conditions or other nuisance. No savage or dangerous animal shall be kept or permitted in or on the condominium property. No more than two household pets may be housed within a unit without written permission of the Board. No pets may be permitted to run loose upon the common elements, and any co-owner who causes or permits any animal to be brought or kept upon the condominium property shall indemnify and hold the council of co-owners harmless for and from any loss, damage or liability which it sustains as a result of the presence of such animal on the condominium property, regardless of whether the council or the Board has given its permission therefor.

9. Subdividing: No unit may be divided or subdivided into smaller units, or any portion thereof sold or otherwise transferred, without an amendment to the Declaration to show the changes in the units to be affected thereby. An amendment to this Declaration providing for subdivision into smaller units must be approved by co-owners (other than Declarant) owning ninety percent (90%) of the total percentage interests not owned by Declarant.

10. Nuisances: No nuisances shall be allowed upon the condominium property and no person shall engage

in any use, practice or activity upon the condominium property which is noxious, offensive or a source of annoyance to co-owners or which unreasonably interferes with the peaceful possession and proper use of the condominium property by any co-owner. All parts of the condominium property shall be kept in a clean and sanitary condition; and no rubbish, refuse or garbage shall be allowed to accumulate and no fire hazard shall be allowed to exist. Any co-owner who shall dump or place (or permit his family, tenants, guests or agent to do so) any trash or debris upon any portion of the condominium property shall be liable to the Council of Co-Owners for the actual cost of removal thereof or the sum of \$25.00, whichever is greater, and the same shall be added and become a part of the assessment next coming due to which the co-owner or his unit is subject. No co-owner shall permit any use of a unit or make any use of the common elements which will increase the rate of insurance upon the condominium property.

11. Lawful Use: No immoral, improper or unlawful use shall be made of the condominium property nor any part thereof. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof shall be observed.

12. Restriction on Transfer of Common Elements: Except as provided by statute in case of condemnation or substantial loss to the common elements, the Council of Co-Owners shall not by act or omission abandon, partition, subdivide, encumber, sell or transfer any portion of the common elements without the written approval of the co-owners holding, and approval of the holders of mortgages then in force with respect to units representing, not less than seventy-five (75%) percent of the total percentage interests and the approval of all co-owners of and holders of mortgages on all units having use of limited common elements thereby affected. The granting of easements for public utilities or other public purposes consistent with the intended use of the common elements shall not be deemed a transfer within the meaning of this paragraph.

13. Rules and Regulations: The Board may from time to time promulgate Rules and Regulations respecting the restrictive covenants set out in this Article VI.D, but such Rules and Regulations shall be consistent with these restrictions and not in derogation or intended as an amendment thereof.

14. Leasing of Units: With the exception of a mortgagee in possession of a unit following a default in a mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no co-owner shall be permitted to lease a unit for transient or hotel purposes which shall be defined as: (1) rental for any period less than thirty (30) days; or (2) any rental if the occupants of the apartment units are provided customary hotel services. No co-owner may lease less than the entire unit. All lease agreements shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the By-Laws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease; the co-owner of any such leased unit shall, upon receipt of a written request from the Board of Directors detailing any such failure by the lessee to comply with the terms of the Declaration and By-Laws, undertake to cure or require the lessee to cure any such failure to comply within thirty (30) days of such written request. If such failure to comply has not been cured within thirty (30) days, then the co-owner shall terminate the lease and take immediate steps to remove the defaulting lessee from the apartment unit. Other than the foregoing restrictions, co-owners have the right to lease their respective apartment units.

E. Encroachments: If any portion of the common elements encroach upon any apartment unit, or upon any portion of any apartment unit, or if any apartment unit now encroaches upon any other apartment unit, or upon any portion of the common elements, as a result of the construction of the buildings, or if any such encroachment shall occur hereafter as a result of settling or shifting of the buildings, a valid easement for the encroachment and for the maintenance thereof shall exist so long as the buildings stand. If the buildings, the apartment unit, any adjoining apartment unit, or any adjoining common element is partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachment of parts of the common elements upon any apartment unit or of any apartment unit upon any other apartment unit or upon any portion of the common elements due to such rebuilding shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

F. Easements: Each co-owner shall have an easement in common with the co-owners of all other apartment units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other apartment units, and located in such apartment unit. The Board of Directors or its agents shall have the right of access to each apartment unit to inspect the same, to remove violations therefrom, and to maintain, repair or replace the common elements contained therein or elsewhere in the building.

The Board of Directors may hereafter grant easements for utility purposes for the benefit of the property including the rights to install, lay, maintain, repair, or replace water lines, pipes, sewer lines, gas mains, telephone wires and equipment and electrical conduits and wires, and television cables, wires and antennas, over, under, along, and on any portion of the common elements; and each co-owner hereby grants the Board of Directors an irrevocable power of attorney to execute, acknowledge and record for and in the name of each co-owner, such instruments as may be necessary to effectuate the foregoing.

G. Council's Right to Access to Apartments: The Council of Co-Owners 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 maintenance, repair, or replacement of any of the common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another apartment unit or units, as more fully set forth in Section 12.3 of the By-Laws.

H. Assessments for Common Expenses; Other Financial Obligations; Remedies.

1. Records of Receipt and Expenditures: The Board of Directors, or its agent, shall keep a book with a detailed account, in chronological order, of the receipts and expenditures affecting the property and its administration, and specifying the maintenance and repair expenses of the common elements and any other expenses incurred, as provided in Section 4.14(0) of the By-Laws.

2. Expenses to be Shared: As more specifically provided in Section 9 of the By-Laws, the co-owners of the apartment units are bound to contribute pro rata in the percentage interests set forth in Article V hereof toward the expenses of administration and of maintenance and repair of the common elements and toward any other expense lawfully agreed upon. No co-owner may exempt himself from contributing toward such expenses by waiver of the use or enjoyment of the common elements or by abandonment of the apartment unit belonging to him.

3. Unpaid Assessments to be Paid from Sales Price; Priority of Assessments. As more specifically provided in Section 9 of the By-Laws, upon the sale or conveyance of an apartment unit, all unpaid assessments against a co-owner for his pro rata share in the expenses shall first be paid out of the sales price or by the acquirer in preference over any other assessments or charges of whatever nature except the following:

(a) assessments, liens and charges for taxes past due and unpaid on the apartment unit; and

(b) payments due under mortgage instruments or encumbrances duly recorded.

4. Lien for Unpaid Assessments or Other Obligations; Rights of Mortgagee or Purchaser Acquiring Title at Foreclosure Sale: As more specifically provided in Section 9 of the By-Laws, all sums assessed by the Board of Directors, but unpaid, for the share of common expenses, mortgage payments, or any other payment or expense chargeable to any apartment, shall constitute a lien on such apartment prior to all other liens except only (a) tax liens on the apartment in favor of any assessing unit, and (b) mortgage and other liens, duly recorded, encumbering the apartment. Such lien may be foreclosed by suit by the Board of Directors acting on behalf of the Council of Co-Owners, in like manner as a mortgage on real property. In any such foreclosure the apartment owner shall be required to pay a reasonable rental for the apartment after the commencement of the foreclosure action and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect such rents. The Board of Directors acting on behalf of the Council of Co-Owners shall have the power to

bid in the apartment at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses may be maintainable without instituting foreclosure proceedings.

Where the mortgagee of any mortgage of record or other purchaser of an apartment obtains title at the foreclosure sale of such a mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the co-owners chargeable to such apartment accruing after the date of recording of such mortgage but prior to the acquisition of title to such apartment by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the apartment owners, including such acquirer, his successors and assigns.

5. Liability of Purchaser: As more specifically provided in Section 9 of the By-Laws, the purchaser of an apartment unit (other than a purchaser at a foreclosure sale) shall be jointly and severally liable with the seller for the amounts owing by the latter up to the time of the conveyance, without prejudice to the purchaser's right to recover from the party the amounts paid by him as such joint debtor. The Board of Directors shall provide for the issuance and shall issue to any purchaser, upon request, a statement of such amounts due by the seller, and the purchaser's liability under this section shall be limited to the amount as set forth in the statement.

I. Assessment and Collection of Taxes: Taxes, assessments and other charges of this State, or of any political subdivision, or of any special improvement district, or of any other taxing or assessing authority shall be assessed against and collected on each individual apartment, each of which shall be carried on the tax books as a separate and distinct entity for that purpose, and not on the building or property as a whole. No forfeiture or sale of the building or property as a whole for delinquent taxes, assessments or charges shall ever divest or in anywise affect the title to an individual apartment so long as taxes, assessments and charges on the individual apartment are currently paid.

J. Liens Arising After Declaration: While the property remains subject to this Declaration and the

provisions of the South Carolina Horizontal Property Act, no liens of any nature shall arise or be created against the common elements except with the unanimous consent in writing of all of the co-owners and the holders of first liens thereon, except for such liens as may arise or be created against the several apartment units and their respective percentage interest under the provisions of the Act. Every agreement for the performance of labor, or the furnishing of materials to the common elements, whether oral or in writing, must provide that it is subject to the provisions of this Declaration.

(K.) Powers and Rights of Board of Directors in the Purchase, Sale and Lease of Apartments; Board's Option to Purchase:

1. Power of Attorney to Board Each co-owner shall be deemed to have granted to the persons who shall from time to time constitute the Board of Directors an irrevocable power of attorney, coupled with an interest,

(a) to acquire title to or lease, in the name of the Board of Directors or its designee, corporate or otherwise, as trustee on behalf of all or less than all co-owners, any apartment unit (i) whose co-owner desires to sell or lease the same to the Board of Directors, (ii) which has been purchased by the Board pursuant to the option herein, or (iii) which may be the subject of foreclosure or other judicial sale; and

(b) to hold, convey, sell, lease, mortgage, vote the votes appurtenant thereto or otherwise deal with any apartment unit so acquired or to sublease any apartment unit so leased to the Board of Directors.

2. Ownership of Lease of Apartments by Board: The Board of Directors may purchase or lease of apartment units pursuant to the provisions of the By-Laws [see Section 4.14(F), (G) and (H)] and this Declaration. If that the Board of Directors purchases or holds an apartment unit as provided hereunder, title to any such apartment unit, together with all interests appurtenant thereto, shall be held by the Board of Directors or its designee, corporate or otherwise, as trustees on behalf of all co-owners in proportion to their respective percentage interests, or if such apartment unit shall have been acquired on behalf of one or more but less than all co-owners, title shall be held in the proportions as

designated by such co-owners. The lease covering any apartment unit leased to the Board of Directors, or its designee, corporate or otherwise, shall be held by the Board of Directors, or its designee, as trustee on behalf of all co-owners, in proportion to their respective percentage interest. If such apartment unit shall have been leased on behalf of one or more, but less than all co-owners, such lease shall be held in the proportions as designated by such co-owners.

3. Transfer of Apartment Units; Option to Purchase: Until amended to allow sale or offer of sale at then current market value pursuant to Article VI.R hereof, if a co-owner desires to sell an apartment unit or units, then the co-owner first shall offer the unit or units for sale to the Board of Directors at the original price and on the same terms under which the co-owner originally purchased the unit or units. The co-owner shall give the Board of Directors written notice of the co-owner's desire to sell such unit or units, by registered or certified mail, return receipt requested, or by delivering such notice in person to the Chairman of the Board. Such written notice will constitute the aforesaid offer. The Board of Directors shall have a period of ninety (90) days after receipt of the written notice within which to exercise its option to purchase the apartment unit or units at the original price and on the original terms under which the co-owner originally purchased the unit or units. If the Board exercises its option to purchase the unit or units, then the Board shall have an additional period of not less than thirty (30) days within which to close the transaction.

The Board of Directors may elect to purchase such apartment unit on behalf of all of the remaining co-owners as a group, or, if the remaining co-owners as a group do not wish to purchase such apartment unit, then on behalf of any one or more individual co-owners. If the Board of Directors elects to purchase an apartment unit offered for sale on behalf of all of the remaining co-owners, the cost thereof shall be shared by all of the remaining co-owners in the same proportion as common expenses, adjusted, however, to reflect the exclusion of the apartment unit purchased; and any profit or loss realized upon the sale by the Board of an apartment unit so acquired shall likewise be shared by all of the remaining apartment unit

owners. If the Board of Directors elects to purchase an apartment offered for sale on behalf of ~~any one or more~~ but not ~~all of the remaining individual~~ co-owners, then the cost and common ~~expenses thereof~~ shall be shared by such ~~purchasing~~ co-owners in such proportion as they shall agree upon.

If the Board elects not to purchase such apartment unit within the time provided herein, the co-owner may, at the expiration of said ninety (90) ~~day~~ period, and at any time within fifteen (15) days after the expiration of said period, contract to ~~sell~~ such apartment unit to a proposed purchaser upon the terms specified therein. If such co-owner ~~fails~~ to contract to sell such apartment unit within the fifteen (15) day period, then the ~~right of~~ first refusal to the Board shall again become effective.

The Board of Directors, if requested by a co-owner who has offered his apartment unit for sale to the Board, shall execute in recordable form an instrument ~~indicating compliance with the terms and provisions of this~~ Declaration by such co-owner. ~~If the Board shall elect not to purchase the apartment unit so offered to it, the co-owner shall notify the Board in writing immediately upon the closing of the sale, giving the name and address of the purchaser. Such co-owner shall likewise notify the Board of his failure to sell such apartment unit within the times specified herein.~~

~~Approval by the Board of the sale of any apartment unit shall not constitute a waiver of the right to approve any subsequent sale, or assignment by the purchaser of such apartment unit.~~

L. Rights of Declarant: Notwithstanding anything contained in this Declaration, or in the By-Laws or any rules and regulations as may be adopted from time to time by the Board of Directors, Declarant is irrevocably empowered to sell, lease, rent or mortgage apartment units or portions thereof to any purchaser, lessee, or mortgagee approved by it in its sole discretion, and Declarant shall have the right to transact any business necessary to consummate sales or ~~leases~~ of apartment units or portions thereof including, but not limited to, the right to maintain models, have signs, use the common elements and show apartment units. The sales office, signs, and all ~~items~~ pertaining to sales shall not be considered common elements and shall remain the property of the Declarant.

M. Personal Property: The Board of Directors may acquire and hold, for the benefit of the co-owners, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in such personal property shall be held by the owners in the same proportion as their respective undivided interests in the common elements and shall not be transferable except with a transfer of an apartment unit. A transfer of an apartment unit shall vest in the transferee ownership of the transferor's beneficial interest in such personal property. At the time when the first conveyances of apartment units are made by Declarant to co-owners; Declarant shall execute and deliver a bill of sale to the Board of Directors, transferring title to all items of personal property located on the property and furnished by Declarant, which personal property is intended for the common use and enjoyment of co-owners.

N. Insurance; Loss by Fire or Other Disaster:

1. Property to be Insured: As provided in Section 8 of the By-Laws, the Council of Co-Owners shall insure the property against risks, without prejudice to the right of each co-owner to insure his apartment unit on his own account and for his own benefit. As provided in Section 8 of the By-Laws, in case of fire or any other disaster, the insurance indemnity shall be applied to reconstruct the building, except reconstruction shall not be compulsory where it comprises the whole or more than two-thirds (2/3rds) of the property. In such case, and unless otherwise unanimously agreed upon by the co-owners, the indemnity shall be delivered pro rata to the co-owners entitled to it in accordance with the provisions of Section 8 of the By-Laws.

If it is proper to proceed with the reconstruction, the provisions for reconstruction in Section 8 of the By-Laws shall be observed.

2. Sharing Expenses in Case of Fire or Other Disaster: Where the property is not insured or where the insurance indemnity is insufficient to cover the cost of reconstruction, the rebuilding costs shall be paid by all the co-owners directly affected by the damage, in proportion to their percentage interests, or as may be provided in the By-Laws; and if any one or more of those

composing the minority shall refuse to make such payments, the majority may proceed with the reconstruction at the expense of all the co-owners benefited thereby, upon proper resolution setting forth the circumstances of the case and the cost of the works, with the intervention of the Council of Co-Owners.

The provisions of this section [Article VI.N.2] may be changed by unanimous resolution of the parties concerned, adopted subsequent to the date on which the fire or other disaster occurred.

0. Condemnation:

1. General: Whenever all or any part of the condominium property shall be taken by any authority having the power of condemnation or eminent domain, each co-owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, if not otherwise prohibited by law. The award made for such taking shall be payable to the Council. Unless otherwise required by law at the time of such taking, any award made therefor shall be disbursed by the Council as hereinafter provided in this Article.

2. Common Elements: If (i) the taking is confined to the common elements on which improvements shall have been constructed and if (ii) co-owners holding at least seventy-five percent (75%) of the total percentage interests decide within sixty (60) days after such taking to replace such improvements or any part thereof on the remaining land included in the common elements and according to plans therefor to be approved by the Council, then the Board shall arrange for such replacement and the Council shall disburse the proceeds of such award in the same manner as required of insurance proceeds as provided in Article VI. N. where damage or destruction to the condominium property is to be repaired or reconstructed. However, the Council shall have the right, to be exercised by a majority of the members, to provide for the disbursement by the Council of the remaining proceeds held by it (after payment of all costs incident to such replacement) to the owners or any one or more of them in amounts disproportionate to the percentage interests appurtenant to their units as established in Article V, which disproportionate amounts shall correspond with the disproportionate damages sustained by the owners or any one

one or more of them as the Council may determine. If co-owners holding at least seventy-five percent (75%) of the total percentage interests do not decide within sixty (60) days after such taking to replace such improvements or if the taking is confined to the common elements on which no improvements have been constructed, then the Council 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 Council to provide for the disbursement of the remaining proceeds held by it to the co-owners in disproportionate amounts.

3. Units: If the taking includes one or more units, any part or parts thereof, or the limited common elements or parts thereof, to which a unit has exclusive use, or parts thereof, 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 co-owners expressed in a duly recorded amendment to this Declaration. Such amendments, if any, shall re-align the percentage interests, establish the method of distributing the condemnation award and include such other provisions as all of the owners deem reasonable and appropriate. Provided however, such amendment shall be executed by the mortgagees of such units and shall not prejudice the creditors or other third parties who have an interest in the condemnation award with respect to their rights, if any, in such award. If such an amendment is not recorded within ninety (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 in Section 8.10 of the By-Laws, whereupon the condominium will be terminated as provided in Article VI.3.

P. Termination of the Regime:

1. Agreement:

(a) All the co-owners may terminate the Regime and remove the condominium property from the provisions of this Declaration and the Act by executing an

instrument to that effect which shall be effective on recordation in the Office of the Register of Mesne Conveyance of Richland County, South Carolina. If any of the units are encumbered of record, then the creditors in whose behalf the encumbrances are recorded must either accept as security the undivided portions of the property owned by the debtor or consent to the termination of the Regime, which acceptance or consent shall be effected only by an instrument duly executed by the creditor and recorded.

(b) After termination of the Regime and removal of the condominium property from this Declaration and the Act, the condominium property shall be owned by the co-owners as tenants in common, and the respective percentages of ownership shall be the percentage interests set forth in Article V hereof.

2. Destruction by Fire or Other Casualty: If it is determined, in accordance with Article VI.N hereof and Section 8 of the By-Laws, that the condominium property shall not be repaired or reconstructed after fire or other casualty, the Regime shall be terminated and the condominium property removed from this Declaration and Act. Such termination shall be effective upon recordation of a certification by the Council of Co-owners, by an instrument signed by all officers of the Regime, as to the facts of the determination not to repair or reconstruct.

3. Condemnation: If one or more units or any part thereof are taken by condemnation or eminent domain, and all co-owners do not consent within ninety (90) days after the taking to the amendment to this Declaration provided in Article VI.O hereof, then the Regime shall be terminated and the condominium property removed from this Declaration and the Act. Such termination shall be effective upon recordation of a certification by the Council of Co-owners, by an instrument signed by all officers of the Regime, as to the facts effecting such termination.

Q. Amendment to Declaration: This Declaration may be amended by the vote of at least seventy-five (75%) percent of the total percentage interest of all co-owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, which amendment shall become effective upon recordation in the

(75%)

office of the Register of Mesne Conveyance, Richland County, South Carolina, of a written instrument duly executed and acknowledged by co-owners holding seventy-five (75%) percent of the total percentage interest. Provided however, any amendment which amends or alters the percentage of undivided interest in the common elements or voting rights, shall require the approval of all co-owners.

IN WITNESS WHEREOF, the Declarant has caused this Declaration and Master Deed to be executed this sixth (6th) day of January, 1981, as a sealed instrument.

WITNESSED:

THE CARRIAGE HILL TRUST,
A South Carolina Business
Trust

Dennis H. Smith

William F. Halligan

BY: Joseph N. Wallwork

ITS: Trustee

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

Personally appeared Dennis H. Smith and made oath that s/he saw the within named Carriage Hill Trust by Joseph N. Wallwork, its trustee, sign, seal and as its act and deed deliver the within written Declaration and Master Deed the uses and purposes therein mentioned and that s/he with William F. Halligan witnessed the execution thereof.

Dennis H. Smith

Sworn to before me this
6th day of January, 1981.

William F. Halligan (L.S.)
Notary Public for South Carolina

My Commission expires: 7/7/88

EXHIBIT "A"

All that parcel of land containing 3.98 acres, more or less, with improvements thereon, situate on the Western side of Clemson Avenue, in the Town of Forest Acres, County of Richland, State of South Carolina, being shown and delineated as Sections One (1) and Two (2) on a plat of the property surveyed for The Columbia Company by B. P. Barber & Associates, Engineers, December 3, 1964 and recorded in the office of the Clerk of Court for Richland County in Plat Book "V" at Pages 94 and 95, which plat is incorporated herein by reference and made a part hereof.

The said property is bounded on the North by property now or formerly of Robinson, measuring thereon Three Hundred, Sixty Seven and $1/10$ (367.1') Feet; on the East by Clemson Avenue, measuring thereon Four Hundred, Twenty-Six and $1/10$ (426.1') Feet; on the South by property of others as shown on said plat and measuring thereon Four Hundred, Fifty-Four and $38/100$ (454.38') Feet; and on the West by lands of Grover, et al., and measuring thereon for a distance of Four Hundred, Fifteen and $45/100$ (415.45') Feet; be said measurements a little more or less.

FILED

97 NOV -6 PM 2:05

STATE OF SOUTH CAROLINA)

REGISTER OF)

MESNE CONVEYANCE)

RICHLAND CNTY, S.C.)

COUNTY OF RICHLAND)

AMENDMENT TO

DECLARATION AND MASTER DEED

WHEREAS, a Declaration and Master Deed was executed on January 6, 1981, by the Carriage Hill Trust and subsequently recorded on January 7, 1981, with the Register of Mesne Conveyances of Richland County, South Carolina at Deed Book 563, pages 435-502; and

WHEREAS 71.093% of the Co-owners of dwelling units at Carriage Hill have cast written ballots to approve the following amendment to the Master Deed,

NOW THEREFORE: Section 9.7 of the By-Laws (Exhibit B of the Declaration and Master Deed) shall be amended to include the following paragraph:

An assessment not paid within ten (10) days following the due date shall bear a penalty of Twenty-Five (\$25.00) Dollars, in addition to the 15% per annum described in Paragraph 1 of Section 9.7 above.

In addition to the late charge and interest noted above, the Board may remove any and all rights and privileges of the owner which do not adversely affect his/her health or safety. Such rights shall include, but are not limited to, the removal of voting rights, the removal of cable services and the removal of the right to use the pools.

IN WITNESS HEREOF, the Carriage Hill Horizontal Property Regime Board of Directors has caused this amendment to the Declaration and Master Deed to be executed in its name by William B. Trotter, its President and Mary Nell Kreps, its Secretary this 31st day of October, 1997.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Carriage Hill Horizontal Property Regime
Board of Directors (SEAL)

Witness

BY: W. M. Trotter
Its President

Witness

BY: Mary Nell Kreps
Its Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PERSONALLY appeared before me James Robey, who in oath, says that he/she saw the within-named Carriage Hill Horizontal Property Regime Board of Directors by W.M. Trotter, its President and Mary Nell Kueps its Secretary sign the within Amendment to Declaration and Master Deed, and the said Board of Directors, by said officers, sealed said Amendment to Declaration and Master Deed, and, as its act and deed, deliver the same, and that he/she with 1 witnessed the execution thereof.

Irene A. Early

SWORN TO before me this 5th

day of November, 1997.

Bertie J. Chiland (L.S.)
Notary Public for South Carolina

My Commission Expires: 10/10/99

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

AMENDMENT TO
RESOLUTION OF CONVEYANCE

FILED
96 AUG 29 AM 10:04
REGISTER OF
MESNE CONVEYANCE
RICHLAND COUNTY
S.C.

WHEREAS, a Resolution of Conveyance was executed on May 17, 1996, by the Carriage Hill Horizontal Property Regime Board of Directors and subsequently recorded on May 22, 1996, with the Register of Mesne Conveyance of Richland County, South Carolina at D Book 1317, pages 462 - 464; and

WHEREAS, the purpose of said Resolution was to transfer and convey the air conditioning units and all accessory equipment required for the operation thereof to the owners of each dwelling unit served thereby effective October 6, 1995, provided that the Carriage Hill Property Regime maintain, repair and replace said air conditioning units and accessory equipment for a period of five (5) years expiring October 5, 2000; and

WHEREAS, Seventy-five (75%) per cent of the Co-owners of dwelling units at Carriage Hill have now given written approval to modify and shorten the maintenance responsibility period required by the Carriage Hill Property Regime from said October 5, 2000, to terminate in full on August 1, 1996.

NOW, THEREFORE, it is hereby resolved that the Carriage Hill Property Regime has no further duty or responsibility effective August 1, 1996, to maintain, repair or replace any air conditioning unit and accessory equipment for any Co-owner of any dwelling unit at Carriage Hill.

IN WITNESS WHEREOF, the Carriage Hill Horizontal Property Regime Board of Directors has caused this amendment to Resolution of Conveyance to be executed in its name by William B. Trotter, its President, and by Martha B. Payne, its Secretary, this 27th day of August, 1996.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Carriage Hill Horizontal Property Regime
Board of Directors (SEAL)

Martha B. Payne
Witness

By: William M. Tutter
Its President

Hubert F. Gunter
Witness

By: Mary Nell Keps
Its Secretary

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

PERSONALLY appeared before me MARTHA B. PAYNE who
in oath, says that he/she saw the within-named Carriage Hill Horizontal Property Regime
Board of Directors by William M. Tutter, its President and Mary Nell Keps
_____, its Secretary sign the within Resolution of Conveyance, and the said Board of
Directors, by said officers, seal said Resolution and Conveyance, and, at its act and deed, deliver
the same, and that he/she with Hubert F. Gunter witnessed
the execution thereof.

Martha B. Payne

SWORN TO before me this 27th

day of August, 1996

Hubert F. Gunter (L.S.)
Notary Public for South Carolina

My Commission Expires: March 2002