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**MASTER DEED  
OF  
BRIDGEPOINTE GARAGES  
HORIZONTAL PROPERTY REGIME**

**DECLARANT:**

**BRIDGEPOINTE CONDOMINIUMS, INC.,  
a Kentucky Corporation**

**7513 New LaGrange Rd  
Louisville, KY 40222**

**June 25, 2007**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

MASTER DEED FOR BRIDGEPOINTE GARAGES  
HORIZONTAL PROPERTY REGIME

This Master Deed is made, published, and declared by BRIDGEPOINTE CONDOMINIUMS, INC., a Kentucky corporation (hereinafter referred to as "Declarant"), on this 25<sup>th</sup> day of June, 2007.

ARTICLE I.

ESTABLISHMENT OF HORIZONTAL PROPERTY REGIME

*Section 1. General. The purpose of this Master Deed is to establish, pursuant to the Horizontal Property Act of the State of South Carolina, a horizontal property regime to be known as BRIDGEPOINTE GARAGES HORIZONTAL PROPERTY REGIME (hereinafter referred to as the "Regime" and/or "BridgePointe"). The land and improvements to be submitted to the provisions of the Horizontal Property Act (the "Act") and to the terms of this Master Deed are described in their totality herein. Declarant, by recording this Master Deed, publishes and declares that this Master Deed in accordance with the provisions of the Horizontal Property Act of the State of South Carolina, and in accordance with the covenants, restrictions, encumbrances, and obligations set forth or incorporated by reference in this Master Deed, all of which shall be deemed to be covenants and obligations running with the land.*

*Section 2. General Description of Plan of Development; Future Phases.*

*2.1 Declarant has developed the Property hereafter described as a single phase condominium regime containing a total of thirty-five (35) Condominium Units. The Regime contains five (5) buildings, each containing seven (7) Condominium Units. Said buildings and the common elements in the Regime are shown on the Floor Plans and As-Built Survey, which are defined below.*

*2.2 A chart used to calculate the percentage of interests in the common elements of each Condominium Unit Owner is attached hereto as Exhibit "D".*

*2.3 Access to each of the Units is over the common element driveways contained in the Bridgepointe Horizontal Property Regime in accordance with the provisions of the Master Deed recorded in Record Book 2415 at Page 1126.*

*Section 3. Rights and Obligations. The Owners shall have the full legal rights and be obligated as allowed or required by South Carolina law, particularly as set forth in the Act.*

ARTICLE II

CONDOMINIUM PROPERTY

*Section 1. Condominium Units: Location and Description. By duly executing this Master Deed, Declarant does hereby submit the land described in Exhibit "A," upon which five (5) buildings (numbered 1-5) containing thirty-five (35) Condominium Units identified as Condominium Units 1 through 35 have been constructed, together with the improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to collectively as the "Property") to the provisions of the Horizontal Property Act of South Carolina, and does hereby state that it does hereby create a Horizontal Property Regime that shall be known as BRIDGEPOINTE GARAGES HORIZONTAL PROPERTY REGIME, which is to be governed by and subject to the provisions of this*

*Master Deed and the provisions of the Horizontal Property Act of South Carolina.*

*That the improvements constructed on and forming part of the Property are constructed in accordance with the plot plan and floor plans identified as Exhibit "C" hereto and made a part hereof which plans are certified by a registered architect or engineer duly licensed to practice in the State of South Carolina, such certification attached hereto as Exhibit "F."*

*The Condominium Units are enclosed or will be enclosed within the following described Buildings.*

*Each of the five (5) buildings containing the Units is identical and measures approximately seventy-eight and 9/10ths feet (78.9') in length by twenty-two feet (22') in width. The Buildings are shown on the As-Built Survey, and the easternmost Building is Building No. 1, followed by Buildings 2, 3, 4 and 5 from east to west.*

*Each Unit has access to the Common Elements by a front garage door. Each end Unit is approximately 11' 1/16" wide, each interior Unit is approximately 10'8" wide, and each Unit is approximately 22' long. There are no walls within a Unit.*

*Each Building containing seven (7) Units has an electrical meter, and the Association will divide each monthly electric bill by 1/7<sup>th</sup>, and such amount will be invoiced to each Unit Owner in the Building, each of whom is responsible for prompt payment thereof to the Association or to its designated Management Agent.*

*Section 2. Common Elements. The Common Elements, General or Limited, are exclusive of the Condominium Units, and are more fully shown on the As-Built Survey described in Exhibit "B" and on the Floor Plans attached as Exhibit "C" of this Master Deed.*

*3.1 The General Common Elements shall include without limitation the following, if present, to-wit:*

*(a) The land upon which the buildings containing the Condominium Units are situated; the building area under roof excluding individual Condominium Units; and all easements, rights, and hereditaments appurtenant to the Land described in Exhibit "A;" and*

*(b) All improvements, exclusive of the Condominium Units, erected, or to be erected in the Project, including without limitation: (i) the roofs covering the buildings containing the Condominium Units, including shingles, roofing felt, sheathing, flashing, and other roofing materials; (ii) the exterior siding, fascia, sheathing, and building paper on the buildings enclosing the Condominium Units; (iii) the pipes, wires, conduits, pumps, motors, and other equipment installed to provide utility service to the Condominium Units or to portions of the Common Elements, provided, however, that title to all water and sewer pipes, pumps, mains, and accessory equipment shall be, and hereby is reserved to Declarant, its successors and assigns for transfer to the governmental entity which provides water and sewer services to the Regime; (iv) easements for use of the Bridgepointe HPR driveways and parking areas and storm drainage; and (v) all other elements of the Condominium Property rationally of common use or necessary to its existence, maintenance, and safety.*

*3.2 The Limited Common Elements shall include the following, if present, to wit: any common elements associated with one or more of the Condominium Units but not all of the Condominium Units.*

### *ARTICLE III*

#### *DEFINITIONS*

*As used in this Master Deed and Bylaws and Exhibits attached hereto, and all amendments thereof, unless the*

context otherwise requires, the following definitions shall prevail:

(1) "Assessment" or "Regime Fees" means a share of the funds required for the payment of common expenses which, from time to time, are assessed against the Owners.

(2) "Association" means Bridgepointe Garage Owners Association, Inc., a South Carolina non-profit Corporation, said entity is responsible for the operation of the Regime. During any period when a Management Agreement is in effect, any rights or responsibilities of the Association shall also be the rights and responsibilities of the Management Firm under said Management Agreement.

(3) "Association Properties" means such property as is owned by the Association from time to time in accordance with the terms of this Master Deed.

(4) "Board of Directors" or "Board" means the representative body responsible for administration of the Association.

(5) "By-Laws" means the By-Laws of the BridgePointe Garage Owners Association, Inc., as from time to time amended, a copy of which is attached hereto as Exhibit "E."

(6) "Common Elements" means the portions of the Condominium Property not included in the Condominium Units. Common Elements shall include the tangible personal property required for maintenance and operation of the Regime, even though owned by the Association.

(7) "Common Expenses" means the expenses for which the owners are liable to the Association.

(8) "Common Surplus" means the excess of all receipts of the Association including, but not limited to, assessments, rents, profits and revenues on account of the common elements, over and above the amount of common expenses.

(9) "Condominium" means that form of ownership of Condominium property under which Condominium Units or improvements are subject to ownership by one or more owners, and there is appurtenant to each Unit, as part thereof, an undivided share in the common elements.

(10) "Condominium Document" means this Master Deed, the By-Laws and all Exhibits annexed hereto, as the same may be amended from time to time.

(11) "Condominium Property" means and includes the Common Elements and Condominium Units and all easements and rights appurtenant thereto.

(12) "Condominium Unit" or "Unit" refers to each of the separate and identified Condominium Units delineated on the As-Built Survey referenced in Exhibit "B" and as more fully shown on the Floor Plans referenced in Exhibit "C."

(13) "Declarant" means Bridgepointe Condominiums, Inc., a Kentucky corporation, its successors and assigns.

(14) "Horizontal Property Act" or "Act" means and refers to the Horizontal Property Act of the State of South Carolina, Title 27, Chapter 31, Code of Laws of South Carolina, 1976, (as amended) and all references to the "Horizontal Property Act" adopted and enacted from time to time.

(15) "Limited Common Elements" means and includes those common elements, which are reserved for the use of a certain Condominium Unit, to the exclusion of all other Condominium Units.

(16) "Management Agreement" means and refers to that certain Agreement which provides for the management of the Condominium Property.

(17) "Management Firm" or "Manager" means and refers to the entity identified as the Management Firm in the Management Agreement, its successors and assigns. The Management Firm shall be responsible for the management of the Condominium property as provided in the Management Agreement.

(18) "Master Deed" means this instrument, as it may be from time to time amended.

(19) "Occupant" means the persons or persons, other than the Unit owner, in possession of a Unit.

(20) "Owner" means the owner of a Condominium Unit or an undivided interest therein.

Unless the context otherwise requires all other terms in this Master Deed shall be assumed to have the meaning attributed to the said term by Horizontal Property Act of the State of South Carolina, Title 27, Chapter 31, Code of Laws of South Carolina, 1976 (as amended), as of the date of this Master Deed.

#### ARTICLE IV

##### BRIDGEPOINTE GARAGES OWNERS ASSOCIATION, INC.

Section 1. Formation. Each Condominium Unit Owner shall be a member of the Bridgepointe Garages Owners Association, Inc. (hereinafter referred to as the "Association"), a South Carolina non-profit corporation existing under the laws of the State of South Carolina. The Association shall be managed by a Board of Directors.

Section 2. By-Laws. The affairs of the Association and the administration of the Condominium Property shall be governed by the provisions of this Master Deed and the By-Laws of the Association, a copy of which is attached hereto as Exhibit "F." The By-Laws of the Association may be amended from time to time, but only in the manner expressly provided therein.

Section 3. Voting. The voting rights of Owners shall be computed on the basis of each Owner's undivided interest in the Common Elements. The number of votes which each Unit shall be entitled to cast at any meeting of the Unit Owners shall be equal to the percentage interest assigned to each Unit in Exhibit "D" attached hereto. Any motion shall carry if it receives the affirmative vote of more than a simple majority (51% or more) of Owners present (in person or by proxy) at a meeting, unless a different percentage or quorum is specified in this Master Deed or in the By-Laws.

Section 4. Binding Effect. All agreements, decisions, and resolutions legally made by the Association in accordance with the provisions of this Master Deed and the By-Laws shall be binding upon all Owners.

Section 5. Management Firm. The responsibility for administration of the Condominium Property may be delegated by the Association to a professional management firm. By proper resolution of the Association, such a management firm may be authorized to assume any of the functions, duties, and powers assigned to the Board of Directors in the By-Laws or in this Master Deed.

Section 6. Conveyances. The Association, through its Board of Directors, shall have the right to accept and to make conveyances of portions of the Condominium Property (other than Condominium Units) to correct surveying errors and to otherwise carry out the phasing and development plan for this project.

ARTICLE V

CONDOMINIUM UNIT OWNERSHIP AND USE

*Section 1. Ownership of Condominium Unit. Each Condominium Unit, together with its undivided interest in Common Elements, shall constitute a separate parcel of real property, and each Owner shall be entitled to exclusive ownership and possession of the Condominium Unit, subject to: (i) the provisions of this Master Deed and the easements, restrictions, covenants, and encumbrances set forth herein; (ii) the By-Laws of the Association, as they may be amended from time to time, together with the rules, regulations and resolutions that may be adopted by the Association or its Board pursuant to the By-Laws; and (iii) the Horizontal Property Act of the State of South Carolina.*

*Section 2. Legal Description. Each Condominium Unit may be sufficiently described for purposes of deeds, mortgages, leases, and other conveyances by referring to its designated Unit number as shown on the Floor Plans and by reciting that it is part of the Bridgepointe Garages Horizontal Property Regime as established by this Master Deed. The conveyance of an individual Unit shall be deemed to convey the undivided interest in Common Elements appurtenant to that Condominium Unit. The ownership of an undivided interest in Common Elements appurtenant to a Condominium Unit shall be inseparable from the Condominium Unit and no such undivided interest may be conveyed or encumbered except as an appurtenance to the Condominium Unit.*

*Section 3. Maintenance and Repair. The obligations of all Owners with regard to assessments for common expenses and the maintenance and repair of the individual Condominium Units are contained herein, in the By-Laws of the Association, and in the Horizontal Property Act, all of which are binding upon the Owners.*

ARTICLE VI

COMMON ELEMENTS: OWNERSHIP AND USE

*Section 1. Ownership of Common Elements. Each Owner shall own as an appurtenance of his Condominium Unit the undivided interest in the Common Elements specified in Exhibit "D." The percentage interests set out therein represent the values of each Condominium Unit in proportion to the total value of the Property. For the purposes of this instrument, the total value of the Property herein is Four Hundred Twenty-Thousand Dollars (\$420,000.00) for the thirty-five (35) Condominium Units in the Regime. The values for the individual Condominium Units are listed in Exhibit "D" hereto. The stated individual value for each Condominium Unit indicated in Exhibit "D" shall not be deemed to establish or limit the price for which the Property or any Condominium Unit may be sold or exchanged.*

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

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

*Section 4. Operation and Maintenance. The maintenance, repair, replacement, management, operation, and use of the Common Elements shall be the responsibility of the Association, and the expenses incurred for such purposes shall be assessed as Common Expenses. The Board may, however, delegate these duties to a Management*

Firm.

## ARTICLE VII

### COMMON EXPENSES

*Section 1. Enumeration of Expenses. Each Owner shall bear in proportion to his respective interest in the Common Elements the following expenses:*

*1.1 Expenses incurred in operating, maintaining, improving, repairing, and replacing the Common Elements.*

*1.2 Expenses incurred in administering the affairs of the Association including the compensation paid to a Management Firm for such purpose.*

*1.3 Expenses incurred in providing public liability insurance and hazard insurance adequate to cover the Condominium Property, exclusive of the contents of Condominium Units, as provided in Article IX of this Master Deed.*

*1.4 Contributions to provide sufficient funds to operate the Condominium Property and to administer the affairs of the Association.*

*1.5 Contributions to provide sufficient reserves to make such major repairs or replacements to the Common Elements as may be required from time to time.*

*1.6 Any other costs related to the operation of the Condominium Property or administration of the affairs of the Association, and any valid charge against the Condominium Property as a whole.*

*1.7 Any assessment, fee or charge incurred by the Association on behalf of the Owners, pursuant to the provisions of any agreement benefiting all Owners (e.g., the right to use certain recreational facilities).*

*1.8 Costs allocated to the Association by the Myrtle Park Property Owners Association for maintenance and repair of the roads, lagoons, and lighting within Myrtle Park.*

*1.9 Usage fees payable by the Association on behalf of the Owners for the shared maintenance of the driveways/roads within the Bridgepointe Horizontal Property Regime, which provide access to the Property.*

*1.10 Management fees and expenses.*

*Section 2. Assessments. All assessments of Common Expenses shall be fixed by the Board and made payable at such times as the Board determines.*

*Section 3. Liability of Owners. No Owner may exempt himself from liability for Common Expenses by waiving the use or enjoyment of the Common Elements, by abandoning his Condominium Unit or by non-use thereof.*

*Section 4. Lien Upon Condominium Unit. All assessments of the Association for the share of Common Expenses chargeable to any Condominium Unit which are unpaid after becoming due shall constitute a lien against such Condominium Unit, with or without the filing of a Notice of Lien in the Office of the Register of Deeds for Beaufort County, South Carolina, and such lien shall be superior to all other liens, except: (i) liens for property taxes in favor of any taxing authority; and (ii) duly recorded mortgages encumbering the Condominium Unit. The lien of such assessments may be foreclosed by the Board acting in behalf of the Association in the same manner as a mortgage upon real property. In the event of foreclosure, the Owner shall be required to pay a reasonable rental during the pendency of the foreclosure action, and a receiver may be appointed to collect the rentals during such*

period. The Board, on behalf of the Association, may bring suit for judgment against the Owner in the amount of delinquent assessments. In the event an attorney is retained to represent the Association to collect or foreclose the assessment lien or to bring suit for a money judgment, a reasonable amount may be added to the sum due for attorney's fees and other costs of collection. The lien created by this Section shall cover rentals accruing during the pendency of the foreclosure action and any reasonable amount of attorney's fees and other costs of collection.

Section 5. Sales of Condominium Units. Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against a Condominium Unit shall first be paid out of the sale price or by the purchaser or grantee in preference over any other assessments, charges, or liens, except the following, the lien for taxes or special assessments which are unpaid.

Section 6. Foreclosure Purchaser. If: (a) a purchaser acquires title at a foreclosure sale, or (b) where the mortgagee of any mortgage of record, then the unpaid assessments occurring during such period shall be deemed to be Common Expenses collectible from all Owners, including such mortgagee or foreclosure purchaser, its or his heirs, successors, and assigns. The provisions of this Section, however, shall not release any Owner from personal liability for unpaid assessments.

Section 7. Records. The Board, or a Management Firm which it employs, shall keep accurate and detailed records, in chronological order, of receipts and disbursements connected with the operation, administration, maintenance, repair, and replacement of the Condominium Property. Such records, together with the vouchers authorizing payments, shall be available for examination by the Unit Owners at convenient hours on working days, with the appropriate hours being set and announced for general knowledge. The Board or the Management Firm may charge and collect a reasonable charge or fee for providing assessment information to prospective purchasers or their closing attorneys.

## ARTICLE VIII

### RESTRICTIONS, COVENANTS, EASEMENTS

Section 1. Covenant to Comply with Restrictions and Obligations. Each Owner by acceptance of a deed ratifies and covenants to observe on behalf of himself, his heirs, successors, and assigns, the following:

1.1 This Master Deed, the By-Laws, rules, regulations and resolutions of the Association, Board, or their representatives, as lawfully amended from time to time; and

1.2 The covenants, restrictions, easement, and affirmative obligations contained in Book 2319 at Page 999, and all amendments to said documents.

Section 2. Restriction Against Residential Use; Requirement That Garage Doors Be Kept Closed.

A. No residential use shall be made of a Unit, nor shall any of the Units be used for business activities which result in customer traffic (such as the sale of items from the Unit), other than an occasional garage sale. It is intended that each Unit be only used for storage and/or garage use, it being the intent that no habitation on a permanent or temporary basis shall be allowed in a Unit. No immoral, improper, offensive or unlawful use will be made of any Garage Unit, and no use or condition will be permitted which is a source of unreasonable noise or interference with the peaceful possession and quiet enjoyment of any other portion of the Bridgepointe Project by other Owners or lessees of Owners, their families, invitees and guests. All Garage Units will be kept in a clean and sanitary condition and no rubbish, refuse or garbage will be allowed to accumulate. No fire hazard will be allowed to exist and no use or condition will be permitted which will increase any rate of insurance related to the Project. In addition, all Unit Owners and lessees of Owners, their families, invitees and guests will abide by all Rules and Regulations in effect from time to time governing the use of the Units.



B. Garage doors shall remain closed at all times, except for necessary use, ingress and egress, it being the intent of this provision that unsightly conditions be limited within the Bridgepointe Project to the extent possible. A Unit Owner who violates this provision by leaving a Unit's doors open is subject to being fined by the Board of Directors in accordance with the applicable Rules and Regulations.

**Section 3. Ownership of Units Limited.** Units may only be owned by Persons who also own one or more Condominium Apartments in Bridgepointe Horizontal Property Regime (a "Bridgepointe Condo Owner"). If the Bridgepointe Condo Owner sells his, her or its Apartment in such Regime, the Garage Unit utilized in connection with such Apartment must be sold with it to the purchaser of such Apartment or must be sold or transferred to another Person who is a Bridgepointe Condo Owner within a reasonable period of time thereafter, such time period to be determined on a case by case basis by the Board of Directors. If not sold or transferred to a Bridgepointe Condo Owner by the end of such time period, the Board of Directors has the right to limit use of such Unit by the Owner thereof until it is sold or transferred, it being the intention of this provision that only Bridgepointe Condo Owners utilize the Units.

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

**Section 5. Utility Easements.** The Condominium Property is subject to easements for the installation, operation, maintenance, repair and replacement of all utilities serving the Condominium Units, the Common Elements, and the Condominium Apartments in Bridgepointe Horizontal Property Regime, including (but not limited to) electric, telephone, cable television, water and sewer lines, and drainage facilities. The Board of Directors of the Association may grant easements and relocate existing easements for installation of utilities if such easements are beneficial to the Owners or to the operation of the Condominium Property. If the location or nature of any utility easement is adverse to the Condominium Property or of doubtful benefit to the Owners, the Board may grant such easements only when authorized by a majority vote of the Association. The Association shall adopt reasonable rules and regulations regarding the installation of satellite dishes upon the Common Elements, and such rules and regulations shall be binding upon the Owners.

**Section 6. Additional Easements.** In addition to any easements of record, the Condominium Property and each Unit in the Regime is and shall be subject to the following easements:

(a) Each Condominium Unit shall have non-exclusive easements in and to the Common Elements for support and for the maintenance and repair of such Condominium Unit;

(b) If any Common Element now or hereafter encroaches upon any Condominium Unit, or if any Condominium Unit now or hereafter encroaches upon any other Condominium Unit or Common Element, a valid easement for such encroachment and the maintenance thereof, as long such encroachment continues, does and shall exist. Minor encroachments by and Condominium Unit or Common Elements upon any other Condominium Unit or Common Element due to construction or to the partial or total destruction and subsequent rebuilding of the improvements, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist;

(c) Each Owner and Declarant, its successors and assigns, shall have an easement in common with all of the Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Condominium Units or Common Elements which serve his Condominium Unit. Each Condominium Unit and Common Element shall be subject to an easement in favor of the Owners of all of the other Condominium Units and Declarant to use, repair, replace and maintain the pipes, ducts, cables, wires, conduits,

public utilities and other Common Elements serving such other Condominium Units and located in such Condominium Units;

(d) *A non-exclusive easement and right of pedestrian and vehicular access, ingress and egress on, over, across, and through the driveway/roadway located in front of the Buildings in the Regime, which driveway/roadway provides access to other portions of the Bridgepointe Project, which easement is for the use and benefit of all Owners of Condominium Apartments in the Bridgepointe Horizontal Property Regime, as described in the Master Deed recorded in Record Book 2415 at Page 1126, as amended;*

(e) *Declarant shall have and hereby retains a non-exclusive easement for access for vehicles, construction equipment, and pedestrian usage on, over and across the driveways and parking areas within the Common Elements for use by Declarant and its successors and assigns, and for the use and benefit of its contractors, subcontractors, sub-subcontractors, material suppliers, and any other workers employed in connection with the development and construction of improvements within, upon or under the Land and the Additional Land described in the Master Deed recorded in Book 2415 at Page 1126. Such easement shall exist and remain in effect until (i) all Condominium Units in the Regime and in any horizontal property regime established by Declarant or any successor, assign or affiliate thereof upon any of the Additional Land have been sold and conveyed; and (ii) Declarant records an instrument in the Office of the Register of Deeds for Beaufort County, South Carolina, expressly terminating such easement.*

(f) *Declarant shall have and hereby retains for itself, its successors and assigns, an easement and right of ingress and egress in and to and to install, repair, maintain and replace utility lines in, under, over and across those portions of the Common Elements which are necessary or convenient to Declarant for the development and construction of: (i) additions and improvements to the Bridgepointe Horizontal Property Regime, and (ii) additions and improvements to any of the Additional Land which may not be annexed into such Regime;*

(g) *Declarant shall have and hereby retain for itself, its successors and assigns, and for the Association, an easement over, under, above and through the Common Elements, as may be required for conduits, ducts, plumbing, wiring and other facilities necessary for the furnishing of utility services to the Condominium Units and the Common Elements; and*

(h) *Declarant further reserves for itself, its successors and assigns, the right to establish such additional easements, reservations, exceptions and exclusions or to relocate any existing easements, as Declarant, in its sole discretion, deems necessary or appropriate and in the best interests of the Owners and the Association in order to serve the entire Regime and the Additional Property.*

## ARTICLE IX

### INSURANCE

*Section 1. Hazard Insurance. The Board shall insure the Condominium Property against loss or damage due to fire and lightning, with extended coverage, in an amount equal to the maximum insurable replacement value of the Condominium Property as determined by its annual appraisal. The Board shall have the authority also to insure against other hazards and risks, as it may deem desirable for protection of the Condominium Property. All hazard insurance shall cover the entire Condominium Property, exclusive only of the contents and furnishings of the individual Condominium Units.*

1.1 *All hazard insurance policies obtained by the Board shall designate the Board as the named insured as Insurance Trustee for the benefit of all Owners and their mortgagees collectively, as their respective interests may appear. In the event of loss or damage, all insurance proceeds shall be paid to the Board as Insurance Trustee under the provisions of the hazard insurance policies obtained by the Board.*

1.2 *All hazard insurance policies shall provide for the issuance of Certificates of Insurance to*

each Owner. Each Certificate shall evidence the issuance of the Master Policy and shall indicate the amount of insurance covering the building within which the respective Unit is located. If a Condominium Unit is mortgaged, a Certificate of Insurance shall be issued to the mortgagee bearing a standard mortgagee endorsement, if requested.

1.3 *If obtainable, all hazard insurance policies upon the Condominium Property shall include provisions waiving: (i) any rights of the insurer to subrogation against the Association, its agents and employees, and against the individual Owners and their servants, agents, and guests; and (ii) any rights of the insurer to contribution from hazard insurance purchased by the Owners upon the contents and furnishings of their condominium apartments.*

*Section 2. Flood Insurance. The Board shall obtain flood insurance as required by applicable law.*

*Section 3. Public Liability Insurance. The Board may obtain comprehensive public liability insurance with limits and provisions as it deems desirable and as may be obtainable. All such policies shall contain severability of interest clauses or endorsements extending coverage to liabilities of the Association to an individual Owner and to liabilities of one Owner to another Owner.*

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

*Section 5. Premiums. All premiums upon insurance policies purchased by the Board shall be assessed as Common Expenses.*

*Section 6. Substitution of Insurance Trustee. The Board, in its discretion, may decline to serve as Insurance Trustee and may appoint in its place any financial institution which is qualified and willing to act as Trustee and which also has offices in Beaufort County, South Carolina. Any substitute Insurance Trustee appointed by the Board shall succeed to all of the powers and responsibilities vested in the Board as Insurance Trustee under the terms of this Master Deed.*

## ARTICLE X

### RECONSTRUCTION AND REPAIR

*Section 1. Reconstruction. In the event of casualty loss or damage to the Condominium Property, the Board shall be responsible for applying the proceeds of all casualty insurance to the repair or reconstruction of the Condominium Property in accordance with the provisions of this Article. Reconstruction or repair shall be mandatory unless two-thirds (2/3) or more of the Condominium Property is destroyed or substantially damaged. If two-thirds (2/3) or more of the Condominium Property is destroyed or substantially damaged, the insurance indemnity received by the Board shall be distributed prorata to the Condominium Unit Owners and their mortgages jointly in proportion to their respective interests in the Common Elements, unless otherwise unanimously agreed by the co-owners. The remaining portion of the Condominium Property shall be subject to an action for partition at the suit of any Condominium Unit Owner or lienor as if owned in common. In the event of suit for partition, the net proceeds of sale, together with the net proceeds of insurance policies, shall be considered one fund and distributed pro-rata among all Condominium Unit Owners and the holders of Mortgages in proportion to their respective interests in Common Elements. If less than two-thirds (2/3) of the Condominium Property is destroyed repairs shall be conducted in the following manner:*

1.1 *Any reconstruction or repair must follow substantially the original plans and specifications of the Condominium Property unless the Owners holding seventy-five percent (75%) or more of the total interest in Common Elements and their mortgagees, if any, vote to adopt different plans and specifications and all Condominium Unit Owners whose Condominium Units are affected by the alterations unanimously consent.*

1.2 *The Board shall promptly obtain estimates of the cost required to restore the damaged property to its*

condition before the casualty occurred. Such costs may include professional fees and premiums for bonds as the Board deems necessary.

1.3 If the insurance proceeds paid to the Board are insufficient to cover the cost of reconstruction, the deficiency shall be paid as a special assessment by the Owners whose Condominium Units are directly affected by the damage in proportion to the damage to their respective Condominium Units.

1.4 The insurance proceeds received by the Board and any special assessments collected to cover a deficiency in insurance shall constitute a construction fund from which the Board shall disburse payment of the costs of reconstruction and repair. It shall be presumed that the first disbursements from the construction fund are insurance proceeds; and if there is a balance in the fund after payment of all costs of reconstruction and repair, it shall be distributed to the Condominium Unit Owners who paid special assessments in proportion to their payments. Any balance remaining after such distribution shall be that of the Association.

**Section 2. Insurance Trustee.** In the event of a casualty loss to the Condominium Property, all insurance proceeds indemnifying the loss or damage shall be paid to the Board as Insurance Trustee. The Board, acting as Insurance Trustee, shall receive and hold all insurance proceeds in trust for the purposes stated in this Article, and for the benefit of the Association, the Owners, and their respective mortgagees in the following shares:

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

2.2 Insurance proceeds paid on account of loss or damage to less than all of the Condominium Units, when the damage is to be restored shall be held for the Owners of the damaged Condominium Units in proportion to the costs of repairing each damaged Condominium Unit.

2.3 Insurance proceeds paid when the Condominium Property is not to be restored shall be held for the benefit of all Owners, the share of each being equal to the undivided share in Common Elements appurtenant to his Condominium Unit.

**Section 3. Adjustment.** Each Owner shall be deemed to have delegated to the Board his right to adjust with insurance companies all losses under policies purchased by the Association, subject to the rights of institutional mortgagees of such Owners.

## ARTICLE XI AMENDMENTS

**Section 1. By Owners.** This Master Deed and the By-Laws may be amended from time to time at a duly held meeting of the Association by the affirmative vote of the Owners holding two-thirds (2/3) or more of the total interests in the Common Elements; provided, however, that no amendment shall alter the dimensions of a Condominium Unit or its appurtenant interest in the Common Elements without the written consent of the Owner and the holders of mortgages, if any, affected by the proposed alteration. Duly adopted amendments shall become effective when an instrument setting forth the amendment has been executed and filed of record by the authorized Officers of the Association.

**Section 2. By Declarant.** In addition to the reservation of rights as provided in Article I, Section 2 hereof, Declarant may amend or supplement this Master Deed without the consent of the Association, any Owner, any easement holder, or any mortgagee, if, in Declarant's opinion, based on the advice of legal counsel, such amendment is necessary to: (a) correct any scrivener's errors; (b) bring any provision of the Master Deed into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination that is in conflict with any of the provisions of this Master Deed; (c) enable any reputable title insurance company to issue title insurance coverage with respect to any of the Units subject to this Master Deed; (d)

enable any mortgage lender to make mortgage loans, which are secured by mortgage liens on the Units and which comply with such mortgage lender's guidelines; (e) enable any hazard insurer to provide insurance required by this Master Deed or by law; or (f) to clarify any provision of this Master Deed or eliminate any conflict between provisions of this Master Deed and the By-Laws, between such documents and the South Carolina Horizontal Property Act, or between this Master Deed and the Master Deed of the Bridgepointe Horizontal Property Regime recorded in Record Book 2415 at Page 1126 (the "Bridgepointe Condo Master Deed"). Any such amendment need only be executed by Declarant.

## ARTICLE XII.

### TERMINATION

Section 1. Casualty or Condemnation. If two-thirds (2/3) or more of the Condominium Property is substantially destroyed or taken by condemnation, the Condominium Property may be removed from the provisions of this Master Deed and the Horizontal Property Act in accordance with Article X.

Section 2. Voluntary Termination. This horizontal property regime may also be terminated, removing the Condominium Property from the provisions of this Master Deed and the Horizontal Property Act, if the record owners holding title to the Condominium Units and the holders of mortgages upon the Condominium Units agree in a written instrument to termination unanimously or in such percentage as may then be required for termination by the Horizontal Property Act. Termination shall become effective upon recordation of such written instrument, duly executed by the requisite number of Unit Owners and holders of mortgages upon them.

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

Section 4. Partition. After termination, the Condominium Property shall be subject to an action for partition by any Condominium Unit Owner or by the owner of any mortgage or other lien, in which event the net proceeds from the judicial sale shall be divided among all Condominium Unit Owners in proportion to their respective interests in the Common Elements and paid to each Unit Owner and mortgage holders.

## ARTICLE XIII.

### MISCELLANEOUS PROVISIONS

Section 1. Conflicts. This Master Deed is made and declared in compliance with the Horizontal Property Act of the State of South Carolina. In the event of any conflict between this Master Deed and the provisions of the Horizontal Property Act, the provisions of the Act shall control. In the event of any conflict between this Master Deed and the provisions of the Bridgepointe Condo Master Deed, the provisions of the Bridgepointe Condo Master Deed shall control.

Section 2. Applicable Law. The provisions of this Master Deed shall be construed under the laws of the State of South Carolina.

Section 3. Invalidity. The invalidity of any provisions of this Master Deed shall not impair the validity, enforceability, or effect of the remaining provisions, and, in such event, all other provisions shall continue in full



**BRIDGEPOINTE HORIZONTAL PROPERTY REGIME**

**MASTER DEED**

**INDEX TO EXHIBITS**

<i>EXHIBIT</i>	<i>"A"</i>	-	<i>Property Description</i>
<i>EXHIBIT</i>	<i>"B"</i>	-	<i>As-Built Survey</i>
<i>EXHIBIT</i>	<i>"C"</i>	-	<i>Floor Plans</i>
<i>EXHIBIT</i>	<i>"D"</i>	-	<i>Schedule of Values and Percentage Interests</i>
<i>EXHIBIT</i>	<i>"E"</i>	-	<i>By-Laws of Bridgepointe Garages Owners Association, Inc.</i>
<i>EXHIBIT</i>	<i>"F"</i>	-	<i>Architect's or Engineer's Certificate</i>

*EXHIBIT "A"*

**DESCRIPTION OF THE PROPERTY**

All that certain piece, parcel or lot of land situate, lying and being in Beaufort County, State of South Carolina, and being designated as "Bridgepointe Garages Horizontal Property Regime, 14,327 Sq. Ft., 0.329 Acres," on the plat of survey survey prepared by Andrews & Burgess, Inc., Gary Blair Burgess, South Carolina Professional Engineer & Registered Land Surveyor No. 15229, which plat is dated August 25, 2006, last revised June 1, 2007, entitled "AS BUILT SURVEY OF BRIDGEPOINTE GARAGES HORIZONTAL PROPERTY REGIME, BLUFFTON PARKWAY, BEAUFORT COUNTY, SOUTH CAROLINA." Said plat is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 120 at Page 142.

**TOGETHER WITH THE FOLLOWING EASEMENTS BENEFICIAL TO AND RUNNING WITH THE ABOVE-DESCRIBED PROPERTY:**

1. A non-exclusive easement for ingress and egress on, over, through, and across such driveways, sidewalks, paths, stairways, lanes and other rights-of-way in the Bridgepointe Horizontal Property Regime (the "Bridgepointe Regime") which serve the Condominium Units and the Common Elements in the Bridgepointe Garages Horizontal Property Regime, as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress on, over, through and across such paved portions of the Common Elements of the Bridgepointe Horizontal Property Regime as may be necessary to provide reasonable vehicular access thereto and parking in the designated parking spaces therein; provided, however, that the latter easement shall not give or create in any person the right to park upon any portion of the Common Elements of the Bridgepointe Regime not designated as parking spaces by its Board of Directors; and

2. A non-exclusive easement on, over, across and under the Common Elements of the Bridgepointe Regime for the use and enjoyment, on the same terms and conditions as apply to Owners of Condominium Apartments in the Bridgepointe Regime, of all utilities, including but not limited to electrical, telephone, sanitary and storm sewer facilities, security or other types of monitors, and cable television lines, and the right to connect to the same, on, over, across



**and under the Common Elements of the Bridgepointe Regime, provided that such utilization, easements, relocations and connections of lines shall not materially and permanently impair or interfere with the use of any Apartment in the Bridgepointe Regime.**

**EXHIBIT "B"**

**AS-BUILT SURVEY**

*That certain plat of survey prepared by Andrews & Burgess, Inc., Gary Blair Burgess, South Carolina Professional Engineer & Registered Land Surveyor No. 15229, which plat is dated August 25, 2006, last revised June 1, 2007, entitled "AS BUILT SURVEY OF BRIDGEPOINTE GARAGES HORIZONTAL PROPERTY REGIME, BLUFFTON PARKWAY, BEAUFORT COUNTY, SOUTH CAROLINA," which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 120 at Page 142.*

***EXHIBIT "C"***

***FLOOR PLANS OF THE  
BRIDGEPOINTE GARAGES***

# GARAGE BLDG. 1

# T|B|D|+

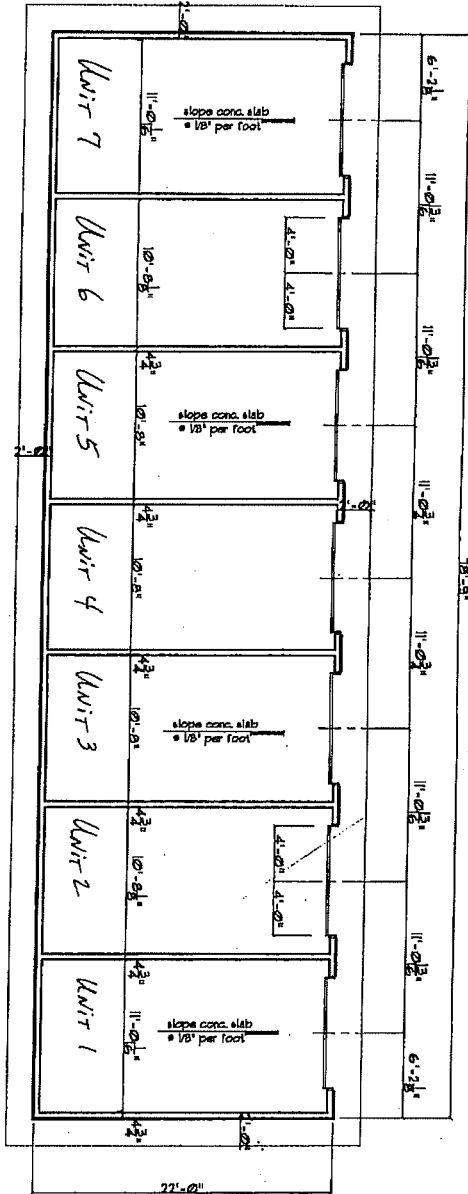
Tucker Booker Donhoff + Partners

716 East Market Street | Louisville, Kentucky 40202

P: (502) 426-7452 | F: (502) 425-8381

email: tb@tuckerbooker.com

copy/gh 2007



T-CAR GARAGE BLDG.

SCALE 1/8" = 1'-0"

BRIDGEPOINTE GARAGES HPR  
BLUFFTON, SOUTH CAROLINA

# GARAGE BLDG. 2

# T|B|D|+

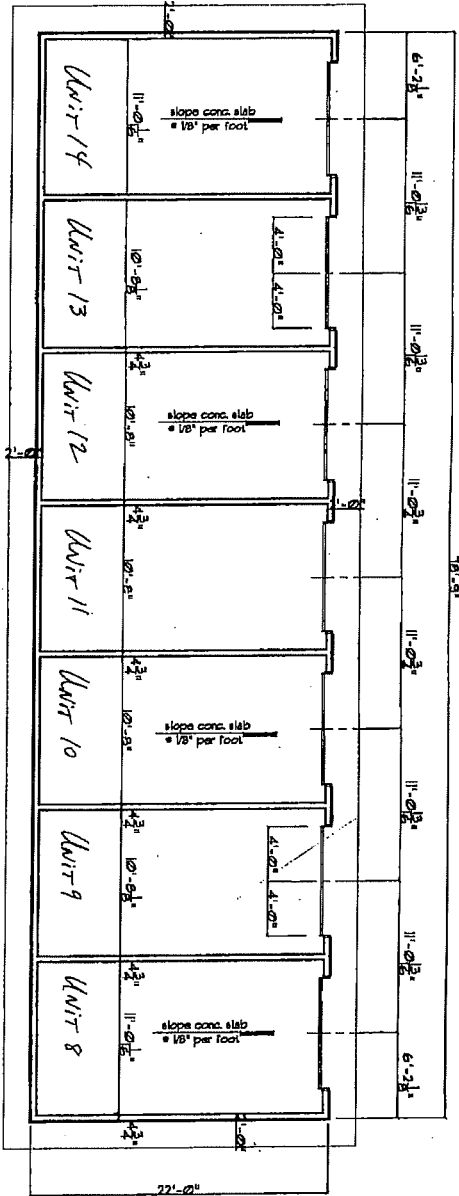
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email: tb@tuckerbooker.com

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1-CAR GARAGE BLDG.

SCALE: 1/8" = 1'-0"

BRIDGEPOINTE GARAGES HPR  
BLUFFTON, SOUTH CAROLINA

# GARAGE BLDG. 3

# T|B|D|+

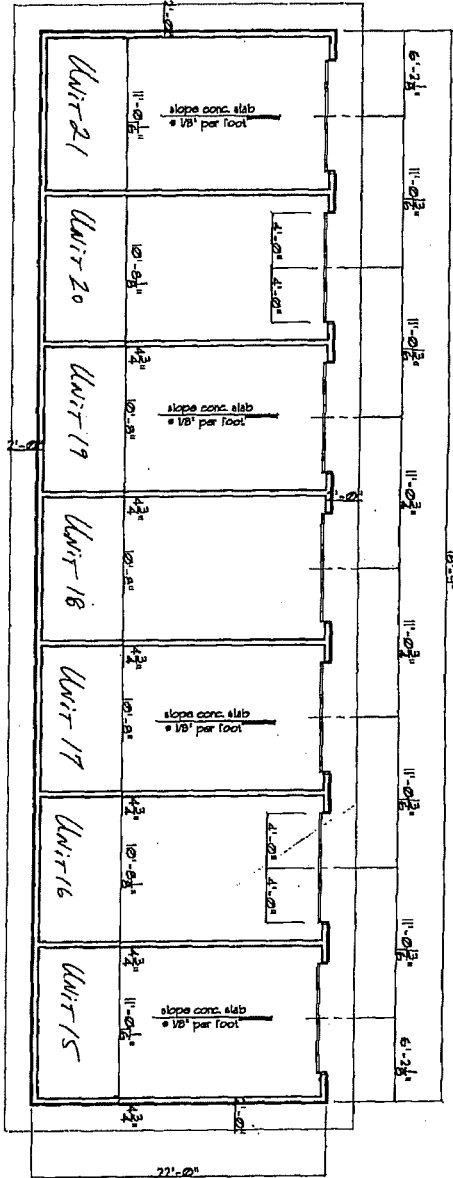
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1-CAR GARAGE BLDG.

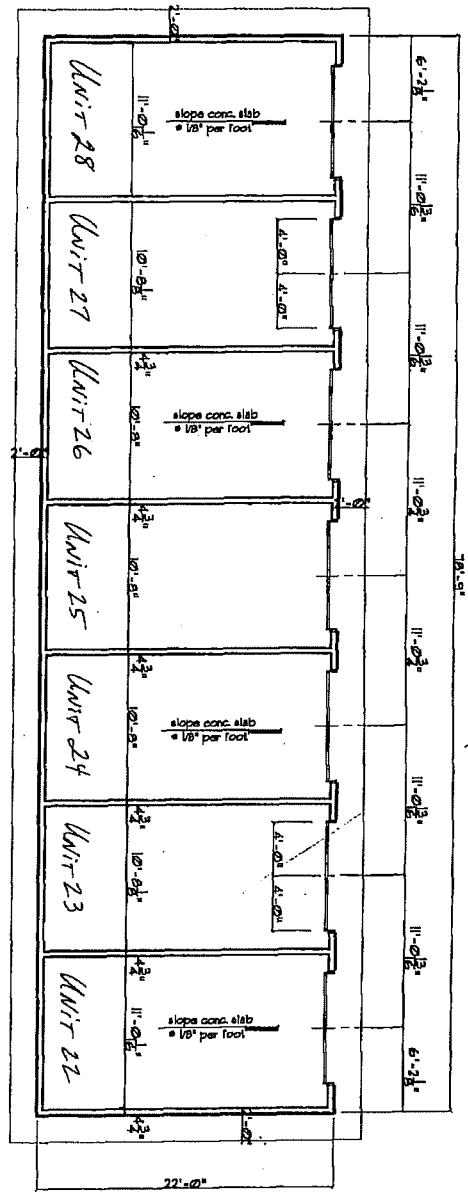
SCALE: 1/8" = 1'-0"

# BRIDGEPOINTE GARAGES HPR BLUFFTON, SOUTH CAROLINA

**GARAGE BLDG. 4**

**T|B|D|+**

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**1-CAR GARAGE BLDG.**  
 SCALE: 1/8" = 1'-0"

**BRIDGEPOINTE GARAGES HPR  
 BLUFFTON, SOUTH CAROLINA**

**GARAGE BLDG. 5**

**T|B|D|+**

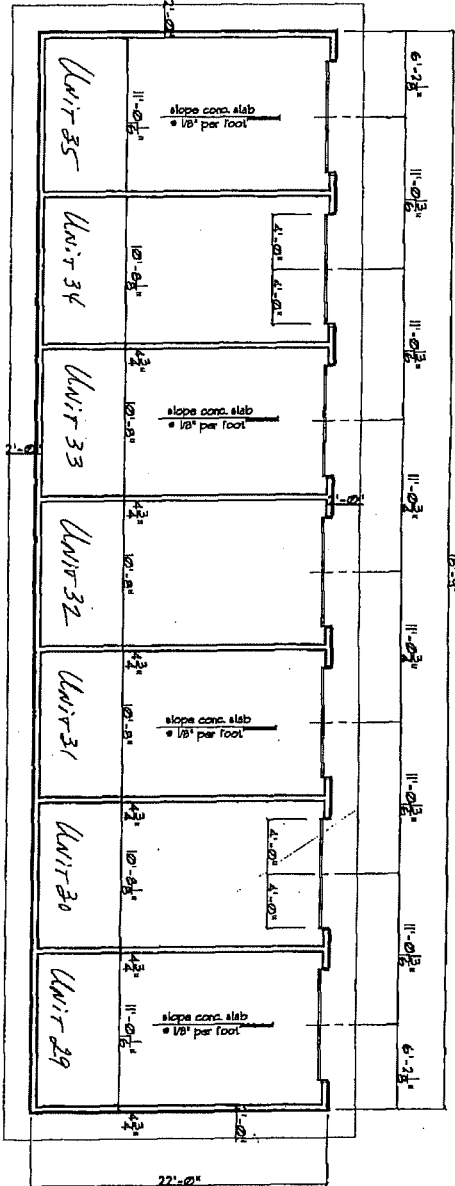
Tucker Booker Donhoff + Partners

716 East Market Street | Louisville, Kentucky 40202

P: (502) 424-7492 | F: (502) 425-8381

email: [tb@tuckerbooker.com](mailto:tb@tuckerbooker.com)

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**1-CAR GARAGE BLDG.**

SCALE 1/8" = 1'-0"

**BRIDGEPOINTE GARAGES HPR  
BLUFFTON, SOUTH CAROLINA**



**EXHIBIT "D"**

**SCHEDULE OF ASSIGNED VALUES AND PERCENTAGE INTERESTS  
IN THE COMMON ELEMENTS OF THE REGIME**

<u>NO. OF UNITS</u>	<u>ASSIGNED VALUE</u>	<u>PERCENTAGE INTEREST IN COMMON ELEMENTS</u>
35	\$ 12,000.00 Each	2.857% Each
<i>Totals:</i>		
35 Units	\$ 420,000.00	100.00%

**EXHIBIT "E"**  
**BY-LAWS OF BRIDGEPOINTE GARAGE OWNERS ASSOCIATION, INC.**

**BY-LAWS**

**OF**

**BRIDGEPOINTE GARAGE OWNERS ASSOCIATION, INC.**

**ARTICLE I**

**PLAN OF OWNERSHIP**

**Section 1. HORIZONTAL PROPERTY REGIME.** *The Property (the term "Property" as used herein means and includes the land, the buildings, all improvements and structures thereon) located in Beaufort County, South Carolina, known as BRIDGEPOINTE GARAGES HORIZONTAL PROPERTY REGIME, has been, by Master Deed, submitted to the provisions of the Horizontal Property Act of South Carolina, which said Property shall henceforth be known as the BRIDGEPOINTE GARAGES HORIZONTAL PROPERTY REGIME (hereinafter referred to as "Regime").*

**Section 2. ASSOCIATION.** *In conjunction with the creation of the above described Regime, there also has been incorporated under the laws of the State of South Carolina an Association known as Bridgepointe Garages Owners Association, Inc. (hereinafter referred to as "Association").*

**Section 3. BY-LAWS APPLICABILITY.** *The provisions of these By-Laws are applicable to the Property and the Regime.*

**Section 4. PERSONAL APPLICATION.** *All present or future co-owners, tenants, future tenants, or their employees, or any other person who might use the facilities of the Property in any manner, are subject to the regulations set forth in these By-Laws and in the Master Deed establishing said Regime as they may be amended from time to time. The mere acquisition or rental of any of the Condominium Units (hereinafter usually referred to as "Units"), as defined in the Master Deed of the Property, or the mere act of occupancy of any of said Units will signify that these By-Laws, the provisions of the Master Deed, The Covenants as defined in ARTICLE VIII of the Master Deed and any authorized recorded amendments to the foregoing Master Deed are accepted and ratified, and will be complied with.*

**ARTICLE II**

**VOTING, MAJORITY OF CO-OWNERS QUORUM, PROXIES**

**Section 1. ELIGIBILITY.** *Any person who acquires title to an Unit in the Regime shall be a member of the Association. There shall be one membership for each Unit owned. Transfer of ownership of an Unit, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If ownership is vested in more than one person, then all of the persons so owning such Unit shall agree upon the designation of one of the Co-owners of such Unit to act as a member of the Association. If ownership is vested in a corporation, partnership, limited liability company or other similar legal entity, said entity may designate an individual officer, partner or member of the entity to act as a member of the Association.*

Section 2. VOTING. Voting shall be on a percentage basis and the percentage of the vote to which the co-owner is entitled is the percentage assigned to the Unit in the Master Deed.

Section 3. MAJORITY OF CO-OWNERS. As used in these By-Laws, the term "majority of Co-owners" shall mean those Co-owners holding fifty-one (51%) percent or more of the total value of the Property, in accordance with the percentages assigned in the Master Deed, and any authorized amendments thereto.

Section 4. QUORUM. Except as otherwise provided in Section 6 and elsewhere in these By-Laws, the presence in person or by proxy of a majority of Co-owners as defined in Section 3 of this Article shall constitute a quorum.

Section 5. PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

Section 6. MAJORITY VOTE. The vote of a majority of the Unit Owners present at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where in the Master Deed or in these By-Laws, or by law, a higher percentage vote is required.

### ARTICLE III

#### BRIDGEPOINTE GARAGE OWNERS ASSOCIATION, INC.

Section 1. ASSOCIATION RESPONSIBILITIES. The Co-owners of the Units will constitute the Association of Co-owners (hereinafter usually referred to as "Association") who will have the responsibility of administering the Property, electing the Board of Directors and arranging for the management of the Property pursuant to an agreement containing provisions relating to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of Co-owners.

Section 2. PLACE OF MEETINGS. Meetings of the Association shall be at such place, convenient to the Co-owners, as may be designated by the Association.

Section 3. ANNUAL MEETINGS. The annual meetings of the Association shall be held at the call of the President once a year during the month of September or at such other time as a majority of the Co-owners may agree upon. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these By-Laws. The Co-owners may also transact such other business of the Association as may properly come before them.

Section 4. SPECIAL MEETINGS. It shall be the duty of the Secretary to call a special meeting of the Co-owners as directed by resolution of the Board of Directors, at the request by a majority of the Directors, or upon a petition signed by a majority of Co-owners and having been presented to the Secretary. A notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice except by consent of four-fifths (4/5) of the votes present, either in person or by proxy.

Section 5. **FIRST MEETING.** *The first meeting of the Association shall be held within one hundred twenty (120) days from the date that seventy-five (75%) percent of the Units in the Regime, or the first Phase thereof as defined in the Master Deed, have been conveyed by the Declarant to individual Co-owners.*

Section 6. **NOTICE OF MEETINGS.** *It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each co-owner of record, at least fifteen (15), but not more than forty-five (45) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.*

Section 7. **ADJOURNED MEETING.** *If any meeting of the Association cannot be organized because a quorum has not attended, the Co-owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. Upon the reconvening of said meeting a quorum shall be constituted if Co-owners holding at least 25% of the total value of the property in accordance with the percentages assigned in the Master Deed are present in person or by proxy at said reconvened meeting.*

Section 8. **ORDER OF BUSINESS.** *The order of business at all Annual Meetings of the Association shall be as follows:*

- (a) *Roll Call.*
- (b) *Proof of Notice of Meeting or Waiver of Notice.*
- (c) *Reading of Minutes of Preceding Meeting.*
- (d) *Reports of Officers.*
- (e) *Reports of Committees.*
- (f) *Election of Inspectors of Election.*
- (g) *Election of Directors.*
- (h) *Unfinished Business.*
- (i) *New Business.*

*The order of business at a Special Meeting of the Association shall include items (a) through (d) above, and thereafter; the agenda shall consist of the items specified in the notice of meeting.*

#### ARTICLE IV

##### BOARD OF DIRECTORS

Section 1. **NUMBER AND QUALIFICATION.** *The affairs of the Association shall be governed by a Board of Directors (hereinafter referred to as the "Board") comprised of five (5) persons. Until succeeded by the Board Members elected by the Unit Owners, Members of the Board of Directors need not be Unit Owners. So long as the Declarant (as defined in the Master Deed) owns one or more Units, the Declarant shall be entitled to elect at least one member of the Board of Directors, who need not be an Owner. After the Declarant has conveyed all Units and is no longer entitled to elect one member of the Board of Directors, all Board Members shall be Unit Owners.*

Section 2. **GENERAL POWERS AND DUTIES.** *The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are*

not by law, or by these By-Laws, directed to be executed and done by the Association or individual Co-owners.

Section 3. **SPECIFIC POWERS AND DUTIES.** In addition to the general powers and duties referenced above, duties imposed by these By-Laws, or by resolutions of the Association, the Board shall be responsible for the following:

(a) Compliance with all of the terms and conditions of the Master Deed and any amendments thereto and enforcement of same.

(b) Care, upkeep and surveillance of the Property and the Common Elements.

(c) Collection from the Co-owners (excluding the Declarant), at the time of the closing of the sale of each Condominium, at least two (2) month's estimated common expense assessments for the purpose of establishing a working capital fund for the Association. These funds shall be maintained for the use and benefit of the Association.

(d) Establishment of the Annual Budget. The budget shall be distributed by the Board to all members of the Association at least thirty (30) days in advance of its effective date and at least thirty (30) days in advance of the Association's Annual Meeting. Notwithstanding the responsibilities and authority of the Board, the budget may be modified by the Association at the Annual Meeting or a Special Meeting of the Association by a two-thirds (2/3) vote of the Co-owners present at such meeting, in person or by proxy.

(e) As a part of the annual budget described in (d) above, establishment and maintenance on behalf of the Association of an adequate reserve fund for periodic maintenance, repair and replacement of improvements to the Common Elements.

(f) Employment, dismissal and control of the personnel necessary for the maintenance and operation of the Common Elements.

(g) Collection of all assessments and fees from the Co-owners.

(h) Performing repairs caused by any natural disaster or man-made damage from the reserve account and any special assessment, or causing the same to be done.

(i) Obtaining of insurance for the Property, pursuant to the provisions hereof and the provisions of the Master Deed, or causing the same to be done as set forth in ARTICLE VIII hereof.

(j) Grant or relocate easements which are not inconsistent with the owners' full use and enjoyment of the common properties.

(k) Making of repairs, additions and improvements to or alterations of, the property and repairs to and restoration of the property in accordance with the other provisions of these By-Laws; provided, however, that the Board of Directors shall not undertake any repair covered by the warranty

without the consent of a majority of the Unit Owners.

(l) To make available, for inspection, upon request during normal working hours or under other reasonable circumstances, to Unit Owners, the holders, insurers or guarantors of any first mortgage on any Condominium, current copies of the Master Deed, By-Laws, other Rules or Regulations pertaining to the Association, and the books, records and financial statements of the Association.

Section 4. **MANAGEMENT AGENT.** The Board may employ a management agent at the compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article. Any such management contracts shall be for a reasonable term and shall contain reasonable provisions regarding the right of the Association to terminate said contracts. Since an independent professional management company is being employed from the outset, and if at any time during the management of the Property by this or some other professional management entity any holders, insurers or guarantors of mortgages on Units within the Regime shall require that professional management of Regime/Association matters be maintained, and the Association is so advised in writing, any decision thereafter by the Association to establish self management by the Association shall require the prior consent of Unit Owners holding sixty-seven (67%) percent of the votes in the Association and the approval of holders holding mortgages on Units within the Regime which have at least fifty-one (51%) percent of the votes of all Units in the Regime subject to holder mortgages.

Section 5. **FIRST BOARD OF DIRECTORS.** The first Board of Directors consisting of three (3) members shall be designated by the Declarant. These appointments will be temporary and will continue only until the first annual meeting of the Unit Owners held pursuant to the provisions of these By-Laws. At the first Annual Meeting of the Association, the initial term of office for two (2) members of the Board shall be fixed at two (2) years, and the term of office of one (1) member of the Board shall be fixed at one (1) year. At the expiration of the initial term of office of each member of the Board, his successor shall be elected to serve a term of two (2) years. The members of the Board shall hold office until their successors have been elected and hold their first meeting. Any and all of said Board Members shall be subject to replacement, in the event of resignation or death, in the manner set forth in Section 6 of this Article. During the period in which the Declarant's designees constitute a majority of the Board of Directors, the Board of Directors shall not enter into any contract having a term which extends beyond the term of the Management Agreement with the management agent described in Section 4 above.

Section 6. **VACANCIES.** Vacancies in the Board of Directors caused by reason other than the removal of a member of the Board by a vote of the Association shall be filled by vote of the majority of the remaining members, even though they constitute less than a quorum; and each person so elected shall be a member of the Board until a successor is elected at the next meeting of the Association.

Section 7. **REMOVAL OF MEMBERS OF THE BOARD.** At any annual or special meeting of the Association duly called, any one or more of the members of the Board may be removed with or without cause by a majority of Co-owners and a successor may then and there by elected to fill the vacancy thus created. Any member of the Board whose removal has been proposed to the Association shall be given an opportunity to be heard at the meeting. No Board member shall continue to serve on the Board if during the term of office, he shall cease to be an Owner (except as provided in Section 5 regarding Declarant's appointee).

Section 8. **ORGANIZATIONAL MEETING.** The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the Board at the meeting at which

such Board members were elected by the Association, and no notice shall be necessary to the newly elected Board members in order to legally constitute such a meeting, providing a majority of the Board shall be present.

Section 9. **REGULAR MEETINGS.** Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board, but at least one (1) such meeting shall be held each fiscal year. Notice of regular meetings of the Board shall be given by the Secretary-Treasurer or other designated person, to each Board member, personally or by mail, express delivery service such as Federal Express, telephone, fax or telegraph, at least ten (10) days prior to the day named for such meeting.

Section 10. **SPECIAL MEETINGS.** Special meetings of the Board may be called by the President on three (3) days notice to each Board Member, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided), and the purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary-Treasurer in like manner and on like notice on the written request of at least two (2) Board members.

Section 11. **WAIVER OF NOTICE.** Before or at any meeting of the Board, any member of the Board may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board Member at any meeting of the Board shall be a waiver of notice by him of the time, place and purpose thereof. If all members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. **BOARD QUORUM.** At all meetings of the Board, a majority of the Board members shall constitute a quorum for the transaction of business, and acts of the majority of the members present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there is less than a quorum present, the majority of the Board members present may adjourn the meeting from time to time. At any such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. **FIDELITY BONDS.** The Board may require that any and all officers and employees of the Regime handling or responsible for Regime funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Regime.

Section 14. **COMPENSATION.** No member of the Board of Administrators shall receive any compensation from the Regime for acting as such.

Section 15. **LIABILITY OF THE BOARD OF DIRECTORS.** The members of the Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these By-Laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is understood and permissible for the original Board of Directors, who are members of or employed by Declarant to contract with Declarant and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Directors or out of the aforesaid

*indemnity in favor of the members of the Board of Directors, shall be limited to such proportions of the total liability there under as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements. Every agreement made by the Board of Directors or by the managing agent or by the manager on behalf of the Association shall provide that the members of the Board of Directors, or the managing agent, or the manager, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability there under (except as Unit Owners), and that each Unit Owners' liability there under shall be limited to such proportion of the total liability there under as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.*

## ARTICLE V

### OFFICERS

*Section 1. **DESIGNATION.** The principal officers of the Association shall be a President, a Vice President, and a Secretary- Treasurer all of whom shall be elected by and from the Board. The Board may appoint an Assistant Treasurer and Assistant Secretary, and such other officers as, in their judgment, may be necessary.*

*Section 2. **ELECTION OF OFFICERS.** The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.*

*Section 3. **REMOVAL OF OFFICERS.** Upon an affirmative vote of a majority of the members of the Board, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. No officer shall continue to serve as such if, during his term of office, he shall cease to be a Unit Owner.*

*Section 4. **PRESIDENT.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of a Regime or incorporated Association, including but not limited to the power to appoint committees from among the Co-owners from time to time as he may, in his discretion, feel appropriate to assist in the conduct of the affairs of the Association.*

*Section 5. **VICE PRESIDENT.** The Vice President shall take the place of the President and perform his duties when the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.*

*Section 6. **SECRETARY-TREASURER.** The Secretary-Treasurer shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board may direct; and he shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board. He shall, in general, perform all the duties incident to the office of the Secretary and Treasurer.*



## ARTICLE VI

### NOTICES

*Section 1. **DEFINITION.** Whenever under the provisions of the Master Deed or of these By-Laws notice is required to be given to the Board of Directors, any manager or Unit Owner, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Directors, such manager or such Unit Owners at such address as appears on the books of the Association. Notice shall be deemed given as of the date of mailing.*

*Section 2. **SERVICE OF NOTICE; WAIVER.** Whenever any notice is required to be given under the provisions of the Master Deed, or law, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.*

## ARTICLE VII

### OBLIGATIONS OF THE OWNERS

*Section 1. **ASSESSMENTS FOR COMMON EXPENSES.** All Owners shall be obligated to pay the periodic assessments imposed by the Association to meet all Association common expenses, which shall include, among other things, utility costs, liability insurance policy premiums and an insurance policy premium to cover repair and reconstruction work in case of hurricane, fire, earthquake and other hazards. The common expenses may also include such amounts, as the Board may deem proper for the operation and maintenance of the Property and any authorized additions thereto. Such may include without limitation, any amount for general working capital, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. No less than thirty (30) days prior to the Annual Meeting, the Board shall furnish all Unit Owners with a copy of the budget for the next fiscal year and shall likewise advise them of the amount of the common charges payable by each of them, respectively, as determined by the Board as aforesaid. Declarant will be liable for the amount of any assessment against completed Units within the Association which have not been sold, and Declarant shall have all voting rights attendant to the ownership of said Unit until said Units are sold. Payment of the periodic assessment shall be in equal monthly or quarterly (as determined by the Board) installments on or before the first day of each month or quarter, as appropriate, or in such other reasonable manner as the Board shall designate.*

*The transfer of ownership of an individual Unit within the Association shall carry with it the proportionate equity of that Unit's ownership in the Association escrow or reserve account set aside to provide a contingency fund for the maintenance and repair of the Association Property.*

*Section 2. **ASSESSMENTS TO REMAIN IN EFFECT UNTIL NEW ASSESSMENTS MADE.** The omission by the Board of Directors before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of the Master Deed and By-Laws or a release of any Owner from the obligation to pay the assessments, or an installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed by the Board at a duly held Board meeting.*

*Amendments to this paragraph shall be effective upon unanimous written consent of the Owners and their mortgagees. No Owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements or by abandonment of his Condominium.*

*Section 3. RECORDS. The Manager or Board of Directors shall keep detailed records of the receipts and expenditures affecting the General and Limited Common Elements and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by the Owner during reasonable business hours.*

*Section 4. DEFAULT IN PAYMENT OF ASSESSMENTS. The Board shall take prompt action to collect any assessments/regime fees due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. In the event of default by any Unit Owner in paying to the Board the assessments as determined by the Board, such Unit Owner shall be obligated to pay a late charge of one and one-half (1½%) percent of the delinquent amount per month on such unpaid common charge from the due date thereof, together with all expenses, including attorney's fees, incurred by the Board in any proceeding brought to collect such unpaid common charges. The Board shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit granted by Section 27-31-210, Code of Laws of South Carolina, 1976. With regard to the subordinate nature of such liens as it relates to mortgages recorded prior to the recording of any evidence of such lien, the provisions of Section 27-31-210, Code of Laws of South Carolina, 1976, as amended, shall be controlling.*

*Section 5. STATEMENT OF ASSESSMENTS. The Board shall, for a reasonable fee, promptly provide any purchaser, Owner or mortgage lender of an Unit so requesting the same in writing, with a written statement of all unpaid assessments/regime fees due from the Owner of that Condominium and the purchaser's liability therefore shall be limited to the amount as set forth in the statement. Any holder of a mortgage on an Unit may pay any unpaid common charges payable with respect to such Unit and upon such payment such mortgagee shall have a lien on such Unit for the amounts paid of the same rank as the lien of his mortgage lien.*

*Section 6. MAINTENANCE AND REPAIR.*

*(a) Each Co-owner must perform work within his own Condominium, which, if omitted, would affect the Property in its entirety or in a part belonging to another co-owner, being expressly responsible for the damages and liabilities that his failure to do so may engender.*

*(b) All the repairs of the Units and of those items described in Section 4 of Article V of the Master Deed, and of all other accessories and limited Common Elements appertaining or belonging to the Unit shall be at the expense of the Co-owner.*

*(c) All maintenance, repair and replacement to the Common Elements as defined in the Master Deed, unless otherwise provided in the Master Deed, shall be made by the Board or its agent and shall be charged to all the Unit Owners as a common expense, excepting to the extent that the same may be necessitated by the negligence, misuse or neglect of the Owner, in which such case the expense shall be charged to such Owner.*

Section 7. **ELECTRIC.** Electric service shall be supplied to all Units by Palmetto Electric Co-operative, Inc. through one meter per Building, and each Owner shall be required to pay one-seventh (1/7<sup>th</sup>) of such charges promptly after the billing for same has been issued by the Association or the Management Agent. The Board shall pay all bills for electricity consumed in connection with the Common Elements, if any, as a common expense.

Section 8. **USE OF UNITS - INTERNAL OR EXTERNAL CHANGES**

(a) All Units shall be utilized only for storage or parking of vehicles. The Owner of a Unit may rent it only to owners of Apartments in Bridgepointe Horizontal Property Regime (the "Bridgepointe Regime") or to occupants in such Regime. Owners must also comply with the provisions of Article VIII, Section 3 of the Master Deed regarding the sale of a Unit if the Owner of the Unit is no longer the owner of an Apartment in the Bridgepointe Regime.

(b) An Owner shall not make internal structural modifications or alterations in his Unit, nor shall additional utility installations be made therein without first obtaining the written consent of the Association.

(c) An Owner shall make no changes or additions whatsoever to the interior or exterior of the Unit without prior written approval of the Board. If any changes as described herein are approved by the Board, the Owner requesting such change(s) shall be financially responsible for the cost of such change and the incurred costs, if applicable, of the maintenance and repair of such change. The Board, through its agent, may include this additional maintenance cost in the periodic assessment for the Unit in question.

Section 10. **USE OF GENERAL COMMON ELEMENTS.** Except as authorized by Section 9(c), an Owner shall not place or cause to be placed in the driveways, roads, or other General Common Elements any furniture, packages or obstructions of any kind. Such areas shall be held in common for the enjoyment of the Owners and shall be used for no other purpose than for normal transit through or use of them and for normal vehicular parking.

Section 11. **RIGHT OF ENTRY.**

(a) An Owner shall grant the right of entry to the management agent or to any person authorized by the Board in case of any emergency originating in or threatening his Condominium, whether the co-owner is present at the time or not.

(b) An Owner shall permit other Owners, or their representatives, when so required, to enter his Unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services such other Owner's Unit, provided that such requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of emergency, the right of entry shall be immediate.

Section 12. **RULES OF CONDUCT.** In order to assure the peaceful and orderly use and enjoyment of the Units and Common Elements of the Association, the Association may from time to time adopt, modify, and revoke in whole or in part by a vote of the members present in person or represented by proxy whose aggregate interest in the common element constitutes two-thirds of the total interest, at any meeting duly called for the purpose, such reasonable rules and regulations, to be called Rules of Conduct, governing the conduct of persons on said property of the Association as it may deem necessary. Such Rules of Conduct, upon adoption, and every amendment, modification, and revocation thereof, shall be delivered

promptly to each owner by posting same with postage prepaid addressed to the owner at the last registered address of the owner and shall be binding upon all Unit Owners and the occupants of Units in the Regime.

**Section 13. ABATEMENT AND ENJOINMENT OF VIOLATIONS BY UNIT OWNERS.**

*The violation of any rules or regulations adopted by the Board or the breach of any By-Laws contained herein, or the breach of any provisions of the Master Deed, shall give the Board the right, in addition to any other rights set forth in these By-Laws: (a) to enter the Unit in which or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition, that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach and to recover the cost of such enforcement, including attorneys fees, and until such expense is recovered it shall be a lien upon said Unit which lien shall be inferior to the lien of all prior Mortgages.*

**ARTICLE VIII**

**INSURANCE**

*The Board of Directors shall be required to obtain and maintain, as set forth below, in forms and amounts as hereinafter prescribed, without prejudice of the right of the co-owner to obtain additional individual insurance at his own expense:*

*(1) Hazard Insurance. The Board of Directors shall insure the Property, as it may be constituted from time to time, against loss or damage due to fire, windstorm, lightning, and flood, with extended coverage, in an amount not less than the maximum insurable replacement value of the Property as determined by the Board upon recommendation made by the Regime's insurer, it being understood that the Board, at its discretion, may have an appraisal made of the Property for this purpose, or in the amount reasonably obtainable as it relates to the flood coverage. The Board of Directors shall have the authority also to insure against other hazards and risks as it may deem desirable for protection of the Property. All hazard insurance shall cover the entire Property, exclusive only of the contents and furnishings of the individual Units.*

*(a) All hazard insurance policies obtained by the Board of Directors shall designate the Board of Directors as the named insured as Insurance Trustee for the benefit of all the Owners and their mortgagees collectively, as their respective interests may appear. In the event of loss or damage, all insurance proceeds shall be paid jointly to the Board of Directors as Insurance Trustee under the provisions of this Master Deed, it being understood and acknowledged that the distribution of such proceeds shall be controlled by the Horizontal Property Act and the provisions of this Master Deed.*

*(b) All hazard insurance policies obtained by the Board of Directors shall provide for the issuance of Certificates of Insurance to each Owner. Each Certificate shall evidence the issuance of the Master Policy and shall indicate the amount of insurance covering the building within which the respective Unit is located. If an Unit is mortgaged, a Certificate of Insurance shall be issued to the mortgagee bearing a standard mortgagee endorsement, if requested.*

*(c) If obtainable, all hazard insurance policies upon the Property shall include provisions waiving (i) any rights of the insurer to subrogation against the Association, its agents and employees, and*

against the individual Owners and their servants, agents, and guests; and (ii) any rights of the insurer to contribution from hazard insurance purchased by the Owner upon the contents and furnishings of their Units.

(d) Each Mortgagee of which the Board has notice as herein provided shall be entitled to receive upon request a statement of the replacement value as determined in paragraph I above. If any such Mortgagee disagrees with the values assigned to the Property by such determination and presents an appraisal prepared at such Mortgagee's expense showing higher values which has been performed by a qualified appraiser, then the Board shall either adopt the higher value or shall cause a reappraisal to be made by a qualified appraiser approved by the Board and by the appraisers who conducted the prior appraisals and the findings of the third appraiser shall be conclusive to determine such value for insurance purposes.

(e) Each hazard insurance policy shall contain a loss payee provision designating the interest of the various mortgagees as to the various Units within the Regime which are covered by the Master Policy. Such policies shall also provide that they shall not be cancelled without giving thirty (30) days prior written notice to all such mortgagees about which the insurer has been given written notice.

(2) Public Liability Insurance. The Board of Directors shall obtain comprehensive public liability insurance with limits and provisions as it deems desirable and as may be obtainable. All such policies shall contain severability of interest clauses or endorsements extending coverage to liabilities of the Association to an individual Owner and to liabilities of one Owner to another Owner.

(3) Worker's Compensation Insurance. The Board of Directors, as necessary, shall obtain Worker's Compensation Insurance to meet the requirements of law.

(4) Premiums. All premiums upon insurance policies purchased by the Board of Directors shall be assessed as Common Expenses to be paid by the Unit Owners through periodic assessment as herein provided.

(5) Adjustment. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association, subject to the rights of mortgagees of such Owners.

(6) Insurance by Unit Owners. Each Owner shall be responsible for obtaining, at his sole expense, insurance covering the personal property, wall coverings, decorations, and furnishings within his own Unit and the additions and improvements made by him to the Unit. Each Owner shall also be responsible for obtaining, at his own expense, insurance covering his liability for the safety of the premises within his Unit. All such insurance policies shall include, however, provisions waiving (i) any right of the insurer to subrogation claims against the Association and against individual Unit Owners, as well as their agents, servants, employees, and guests; and (ii) any right of the insurer to contribution or pro-ratio because of the master hazard policy.

As set forth in Section 4 of Article V of the Master Deed, the Owner is responsible for any damage to his Unit or another Unit caused by his negligent action or inaction. If a claim is made against the Association's policy as a result of such negligence by an Owner, then the Board may make a determination to assess any non-reimbursable expenses, such as the deductible, attorney's fees, and the like, against the

*negligent Owner, and such assessment shall be collectible just as any other assessment described in Section 1 of Article VII.*

*(7) Substitution of Insurance Trustee. The Board of Directors, in its discretion, may decline to serve as Insurance Trustee and may appoint in its place any financial institution which is qualified and willing to act as Trustee and which also has offices in Beaufort County, South Carolina. Any substitute Insurance Trustee appointed by the Board of Directors shall succeed to all of the powers and responsibilities vested in the Board as Insurance Trustee under the terms of this Master Deed.*

## ARTICLE IX

### RECONSTRUCTION AND REPAIR

*In the event of casualty loss or damage to the Property, the Board of Directors shall be responsible for applying the proceeds of all casualty insurance to the repair or reconstruction of the Property in accordance with the provisions of this ARTICLE IX. Reconstruction or repair shall be mandatory unless two-thirds (2/3) or more of the Property is destroyed or substantially damaged. If two-thirds or more of the Property is destroyed or substantially damaged reconstruction shall not be mandatory and unless reconstruction is agreed upon by seventy-five (75%) percent or more of the Unit Owners, the insurance indemnity received by the Board of Directors shall be distributed pro-rata to the Unit Owners and their mortgagees jointly in proportion to their respective interests in Common Elements. The remaining portion of the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor as if owned in common. In the event of suit for partition, the net proceeds of sale, together with the net proceeds of insurance policies, shall be considered one fund and distributed pro-rata among all Unit Owners and their mortgagees jointly in proportion to their respective interests in the Common Elements. If less than two-thirds (2/3) of the Property is destroyed or substantially damaged, then such Property shall be repaired in the following manner:*

*(1) Any reconstruction or repair must follow substantially the original plans and specifications of the Property unless the Unit Owners holding seventy-five percent (75%) or more of the total interest in Common Elements and their mortgagees, if any, vote to adopt different plans and specifications and all Owners whose Units are being reconstructed or repaired unanimously consent to the adoption of such different plans and specifications.*

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

*(3) If the insurance proceeds paid to the Board are insufficient to cover the cost of reconstruction, the deficiency shall be paid as a special assessment by the Unit Owners whose Units are being reconstructed or repaired in proportion to the damage done to their respective Units.*

*(4) The insurance proceeds received by the Board of Directors and the mortgagees, and any special assessments collected to cover a deficiency in insurance shall constitute a construction fund from which the Board of Directors and the mortgagees, shall disburse payment of the costs of reconstruction and repair. The first disbursements from the construction fund shall be insurance proceeds; and if there is a balance in the fund after payment of all costs of reconstruction and repair, it shall be distributed to the Unit*

Owners who paid special assessments in proportion to their payments. Any balance remaining after such distribution shall be retained by the Association.

## ARTICLE X

### INSURANCE TRUST

In the event of casualty loss to the Property, all insurance proceeds indemnifying the loss or damage shall be paid jointly to the Board of Directors as Insurance Trustee. The Board of Directors, acting as Insurance Trustee, shall receive and hold all insurance proceeds in trust for the purposes stated in this ARTICLE X, and for the benefit of the Association, the Unit Owners, and their respective mortgagees in the following shares:

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

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

(3) Insurance proceeds paid when the Property is not to be restored shall be held for the benefit of all Unit Owners, and their respective Mortgagees the share of each being equal to the undivided share or interest in Common Elements appurtenant to the applicable Unit.

(4) In the event a Certificate of Insurance has been issued to an Unit Owner bearing a mortgagee endorsement, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except for insurance proceeds required by the loan documents to be paid jointly to the Unit Owners and their respective mortgagees pursuant to the provisions of this Master Deed.

## ARTICLE XI

### AMENDMENTS

Section 1. REQUIREMENTS FOR AMENDMENTS. These By-Laws may be amended only:

A. By Declarant, without the consent of the Association, any Owner, any easement holder, or any mortgagee, if, in Declarant's opinion, based on the advice of legal counsel, such amendment is necessary to: (a) correct any scrivener's errors; (b) bring any provision of the By-Laws into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination that is in conflict with any of the provisions of these By-Laws; (c) enable any reputable title insurance company to issue title insurance coverage with respect to any of the Units subject to these By-Laws; (d) enable any mortgage lender to make mortgage loans, which are secured by mortgage liens on the Units and which comply with such mortgage lender's guidelines; (e) enable any hazard insurer to provide insurance required by these By-Laws or by law; or (f) to clarify any provision of these By-Laws or to eliminate any

conflict between provisions of the Master Deed and these By-Laws or between these By-Laws and the South Carolina Horizontal Property Act; and

*B. By: (i) vote of the Owners of at least a majority of the percentage interests allocated to the Units in Exhibit C attached to the Master Deed, or (ii) vote of at least two-thirds of the then-existing Board of Directors. If approval of a proposed amendment is sought per (i), then notice of the proposed amendment shall be given to the Owners in writing by the Association, and the notice shall contain a general description of the proposed amendment and the purpose of the proposed amendment. If approval is sought in the manner set forth in (ii), then notice of the proposed amendment shall be given to the Board in writing by a Director proposing the amendment and shall contain a general description of the proposed amendment and the purpose of the proposed amendment. No amendment to these By-laws that imposes or reasonably could be construed to impose a greater economic or legal burden on Declarant than exists under the then current provisions of these Bylaws shall be valid unless it is approved, in writing, by Declarant, and no amendment of the By-Laws that is contrary to this statement shall be valid.*

## ARTICLE XII

### MISCELLANEOUS MATTERS

*Section 1. GENDER; NUMBER. The use of the masculine gender in these By-Laws includes the feminine gender, and when the context requires, the use of the singular includes the plural.*

*Section 2. DEFINITIONS. The definitions contained in ARTICLE IV and elsewhere in the Master Deed also apply to these By-Laws.*

*Section 3. EXECUTION OF DOCUMENTS. The President or Vice President and Secretary or Assistant Secretary are responsible for preparing, executing, filing and recording amendments to the Master Deed and By-Laws, and shall be authorized to execute any other document which the Association may from time to time be required to execute.*

*Section 4. NOTICES. All notices required by these By-Laws shall be hand delivered or sent by mail to the Association at the address of the President; to Unit Owners at the address of the Unit or at such other address as may have been designated by such Unit Owner from time to time in writing to the Association. All notices from or to the Association shall be deemed to have been given when mailed or delivered, except notice of changes of address which shall be deemed to have been given when received.*

*Section 5. CAPTIONS. The captions contained in these By-Laws are inserted as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision of the By-Laws.*

*Section 6. INVALIDITY. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.*

*Section 7. CONFLICTS. These By-Laws are set forth to comply with the requirements of the Horizontal Property Act of South Carolina, as amended. In the event of any conflict between these By-Laws and the provisions of such Statute or the Master Deed, the provisions of such Statute or the Master Deed, as the case may be, shall control. In the event of a conflict between these By-*



*Laws and the Master Deed or By-Laws of the Bridgepointe Horizontal Property Regime recorded in Record Book 2415 at Page 1126 (the "Bridgepointe Condo Documents"), then such Bridgepointe Condo Documents shall control.*

*Section 8. WAIVER. No restriction, condition, obligation, or covenant contained in these By-Laws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the violations or breaches thereof which may occur.*

*Adopted this 25<sup>th</sup> day of June, 2007.*

  
Secretary



# *The State of South Carolina*

*Office of Secretary of State Mark Hammond*

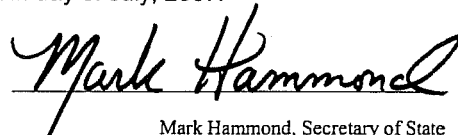
## **Certificate of Incorporation, Nonprofit Corporation**

**I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:**

BRIDGEPOINTE GARAGES OWNERS ASSOCIATION, INC,  
a nonprofit corporation duly organized under the laws of the State of South Carolina on July 10th, 2007, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed a Declaration and Petition for Incorporation of a nonprofit corporation for Religious, Educational, Social, Fraternal, Charitable, or other eleemosynary purpose.

Now, therefore, I Mark Hammond, Secretary of State, by virtue of the authority in me vested by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto, do hereby declare the organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto.

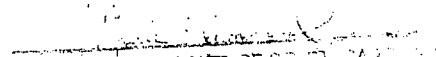
Given under my Hand and the Great  
Seal of the State of South Carolina this  
16th day of July, 2007.



Mark Hammond, Secretary of State

Note: This certificate does not contain any representation concerning fees or taxes owed by the Corporation to the South Carolina Tax Commission or whether the Corporation has filed the annual reports with the Tax Commission. If it is important to know whether the Corporation has paid all taxes due to the State of South Carolina, and has filed the annual reports, a certificate of compliance must be obtained from the Tax Commission.

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE  
NONPROFIT CORPORATION  
ARTICLES OF INCORPORATION  
(A South Carolina Nonprofit Corporation)

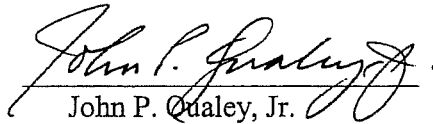
  
SECRETARY OF STATE OF SOUTH CAROLINA

**Article 1. Name.** The name of the nonprofit corporation is: BRIDGEPOINTE GARAGES OWNERS ASSOCIATION, INC. (the "Association").

**Article 2. Registered Agent and Office.** The initial registered office of the nonprofit corporation is: 32 Office Park Road, Suite 100, Hilton Head Island, South Carolina 29928.

The name of the registered agent of the nonprofit corporation at that office is John P. Qualey, Jr.

I hereby consent to the appointment as registered agent of Bridgepointe Garages Owners Association, Inc.

  
John P. Qualey, Jr.

**Article 3. Mutual Benefit Corporation.** The nonprofit corporation is a mutual benefit corporation.

**Article 4. Membership.** This corporation will have members without certificates or shares of stock. Each person or entity who is the Owner of a Unit, as such capitalized term is defined or referred to in the Master Deed and in the By-Laws for Bridgepointe Garages Horizontal Property Regime, which are recorded in the Office of the Register of Deeds of Beaufort County, South Carolina in Book 2593 at Page 1786, is a Member of the Association and shall be entitled to vote as provided in the Master Deed and in the By-Laws of the Association.

**Article 5. Principal Office.** The address of the principal office of the nonprofit corporation is: 32 Office Park Road, Suite 100, Hilton Head Island, South Carolina 29928.

**Article 6. Distribution of Assets Upon Dissolution.** Upon dissolution of the corporation, the remaining assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefiting or serving.

**Article 7. Duration.** The Association shall have perpetual duration, subject to the termination provisions of the Master Deed and the South Carolina Horizontal Property Act.

070712-0067 FILED: 07/10/2007  
BRIDGEPOINTE GARAGES OWNERS ASSOCIATION, INC  
Filing Fee: \$25.00 ORIG

Mark Hammond



South Carolina Secretary of State

**Article 8. Purpose and Powers.** The Association does not contemplate pecuniary gain or profit, direct or indirect, to its members.

- (i) In way of explanation and not of limitation, the purposes for which it is formed are:
  - (A) to be and constitute the incorporation of the owners association to which reference is made in the Master Deed and By-Laws, and which is to perform all administrative obligations and duties, and to exercise all of the Association's rights and powers, as specified therein, in the By-Laws, and as provided by law; and
  - (B) to provide an entity for the furtherance of the interests of the owners of Units in the Regime.
  
- (ii) In furtherance of its purposes, the Association shall have the following powers, which, unless indicated otherwise by the Master Deed or By-Laws, may be exercised by the Board of Directors of the Association, which is also referred to as the Board of Administration in the Master Deed and By-Laws, which terms are synonymous for purposes of this instrument:
  - (A) all of the powers conferred upon nonprofit corporations by common law and South Carolina statutes in effect from time to time;
  - (B) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the By-Laws, or the Master Deed, including, without limitation, the following:
    - (1) to fix and to collect assessments or other charges to be levied;
    - (2) to manage, control, operate, maintain, repair, and improve property subjected to the Master Deed or any other property for which the Association by rule, regulation, Master Deed, or contract has a right or duty to provide such services;
    - (3) to enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under the Master Deed or By-Laws, and to adopt, amend, and enforce rules and regulations regarding the common elements;

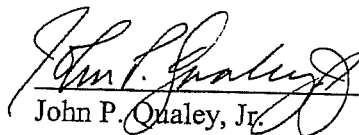
**Article 10. Indemnification of Directors.** To the extent consistent with the South Carolina Nonprofit Corporation Code, as it exists on the date hereof or as it may hereafter be amended, the Association shall indemnify its officers and directors as required by the Master Deed and By-Laws. No amendment to or repeal of this paragraph shall apply to or have any effect on the liability or alleged liability of any director of the Association for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

**Article 11. Amendments.** These Articles may be amended only upon a resolution duly adopted by the Board of Directors and the affirmative vote of owners representing at least two-thirds (2/3) of the total value of the Property as shown in to the Master Deed.

**Article 12. Incorporator.** The name and address of the sole incorporator is as follows: John P. Qualey, Jr., 32 Office Park Road, Suite 100, Hilton Head Island, South Carolina 29928.

Signed this 25<sup>th</sup> day of June, 2007.

INCORPORATOR:

  
\_\_\_\_\_  
John P. Qualey, Jr.  
Attorney at Law  
P.O. Box 10  
Hilton Head Island, SC 29938

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PLAN REVISIONS

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Andrew Burgess Inc.  
Engineering & Surveying  
940 S. Highway 100  
Durham, NC 27701  
Phone: 919.486.6169

AS-BUILT SURVEY of Bridgepole Garage Horizontal Property Rights  
Bluffton Parkway  
Beaufort County  
South Carolina

Date Drawn: 06/25/09  
Lead Reviewer: 08/02/09  
Drawn By: M. Lally  
Engineer: G. Boyette

Bluffton Parkway  
Beaufort County  
South Carolina

Draft Date: 06/25/09  
Lead Reviewer: 08/02/09  
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LEGEND

- 1. BUILDING AND FINISHING DETAILS AND BUFFERS ARE PER THE RECORDS OF THE PROJECT AND THE CITY OF BLUFFTON. THIS PLAN IS TO BE USED AS A GUIDE FOR CONSTRUCTION AND NOT A SUBSTITUTE FOR THE ORIGINAL RECORDS.
- 2. THE BOUNDARY LINES AND BUFFERS ARE PER RECORDS THAT ARE ON FILE WITH THE CITY OF BLUFFTON. THIS PLAN IS TO BE USED AS A GUIDE FOR CONSTRUCTION AND NOT A SUBSTITUTE FOR THE ORIGINAL RECORDS.
- 3. THE DATE SHOWS AS 05/24/09, AS PER A PLAN OF RECORDS. THIS DATE IS THE DATE OF THE ORIGINAL RECORDS AND NOT THE DATE OF THIS SURVEY.
- 4. ANY CHANGES TO THE ORIGINAL RECORDS WILL BE INDICATED BY A DASHED LINE AND A NOTE.
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- 10. ANY CHANGES TO THE ORIGINAL RECORDS WILL BE INDICATED BY A DASHED LINE AND A NOTE.

- 1. Hatched Area
- 2. Building Footprint
- 3. Building Buffer (10' or 20')
- 4. Wetland
- 5. Wetland Buffer
- 6. Lake
- 7. Lake Buffer
- 8. Utility
- 9. Easement
- 10. Property Line
- 11. Survey Point
- 12. Boundary
- 13. Right of Way
- 14. Centerline
- 15. Elevation
- 16. Area
- 17. Volume
- 18. Slope
- 19. Contour
- 20. Spot Elevation

NOTES:

1. REFER TO THE CITY OF BLUFFTON RECORDS FOR THE ORIGINAL RECORDS OF THIS PROJECT. THIS PLAN IS TO BE USED AS A GUIDE FOR CONSTRUCTION AND NOT A SUBSTITUTE FOR THE ORIGINAL RECORDS.

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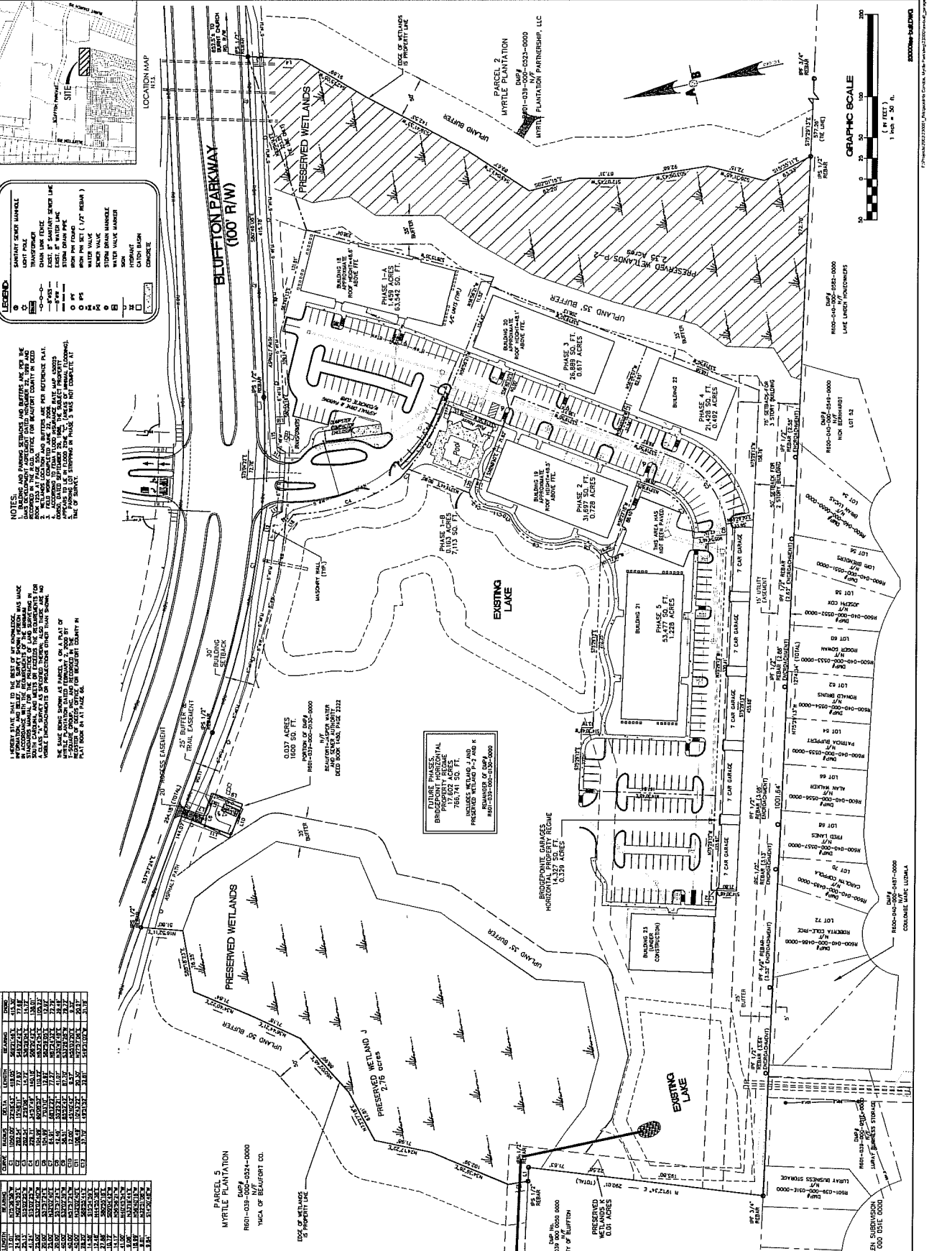
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TICKA OF BEAUFORT CO.

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