

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

171

GREENWOOD DEVELOPMENT CORPORATION)
TO)

MASTER DEED ESTABLISHING
HORIZONTAL PROPERTY
REGIME

ST. ANDREWS COMMON)
HORIZONTAL PROPERTY REGIME)

At Hilton Head Island, County of Beaufort, State of South Carolina, on this 5th day of October, in the year of our Lord One Thousand Nine Hundred and Eighty-One, Greenwood Development Corporation, a South Carolina Corporation, with its principal place of business in Greenwood, Greenwood County, South Carolina and with offices on Hilton Head Island, South Carolina, hereinafter referred to as "Sponsor", does hereby declare:

FIRST: LAND

That Sponsor is the sole owner of the land described in Exhibit "A" attached hereto and made a part hereof which is more particularly shown on the plat thereof, said plat being designated as Exhibit "B" and being attached hereto and made a part hereof and being recorded in the office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 30 at Page 1.

SECOND: PROPERTY; REGIME

That Sponsor does hereby, by duly executing this Master Deed, submit the land referred to in Paragraph FIRST, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Property") to the provisions of the Horizontal Property Act of South Carolina, and does hereby state that it proposes to create and does hereby create, with respect to the Property, a Horizontal Property Regime that shall be known as St. Andrews Common Horizontal Property Regime (hereinafter sometimes referred to as the "Regime") to be governed by and be subject to the provisions of this Master Deed and the provisions of the Horizontal Property Act of South Carolina as it is now constituted and as it may from time to time be amended.

BETHEA JORDAN & GRIFFIN, P.A.

Original

1981

169

ST. ANDREWS COMMON HORIZONTAL PROPERTY REGIME
MASTER DEED

TABLE OF CONTENTS

BETHEA, JORDAN & GRIFFIN, P.A

| <u>ARTICLE</u> | <u>DESCRIPTION</u> | <u>PAGE</u> |
|----------------|--|-------------|
| FIRST | <u>LAND</u> | 1 |
| SECOND | <u>PROPERTY; REGIME</u> | 1 |
| THIRD | <u>IMPROVEMENTS</u> | 2 |
| FOURTH | <u>APARTMENTS</u> | 2 |
| FIFTH | <u>AREA COMPRISING PROPERTY</u> | 2 |
| SIXTH | <u>APARTMENT TYPES AND BUILDINGS</u> | 2 |
| SEVENTH | <u>COMMON ELEMENTS</u> | 3 |
| EIGHTH | <u>GENERAL PLAN OF DEVELOPMENT</u> | 4 |
| NINTH | <u>RESERVATION OF RIGHT OF SPONSOR FOR PHASE II AND PHASE III AND PHASE IV</u> | 5 |
| TENTH | <u>REVOCATION AND AMENDMENT</u> | 6 |
| ELEVENTH | <u>PERCENTAGE OF INTEREST OF APARTMENTS</u> | 7 |
| TWELFTH | <u>ADMINISTRATION OF THE REGIME</u> | 7 |
| THIRTEENTH: | <u>HORIZONTAL PROPERTY REGIME CONSTITUTED</u> | 8 |
| FOURTEENTH | <u>SPONSOR SUBJECT TO MASTER DEED</u> | 8 |
| FIFTEENTH | <u>COMMON ELEMENTS NOT PARTITIONED</u> | 8 |
| SIXTEENTH | <u>COMMON ELEMENTS NOT SEVERABLE FROM APARTMENTS</u> | 8 |
| SEVENTEENTH | <u>PROVISIONS AND COVENANTS APPLICABLE TO APARTMENTS</u> | 8 |

STATE OF SOUTH CAROLINA)
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GREENWOOD DEVELOPMENT CORPORATION)

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At Hilton Head Island, County of Beaufort, State of South Carolina, on this 5th day of October, in the year of our Lord One Thousand Nine Hundred and Eighty-One, Greenwood Development Corporation, a South Carolina Corporation, with its principal place of business in Greenwood, Greenwood County, South Carolina and with offices on Hilton Head Island, South Carolina, hereinafter referred to as "Sponsor", does hereby declare:

FIRST: LAND

That Sponsor is the sole owner of the land described in Exhibit "A" attached hereto and made a part hereof which is more particularly shown on the plat thereof, said plat being designated as Exhibit "B" and being attached hereto and made a part hereof and being recorded in the office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 71 at Page 1.

SECOND: PROPERTY; REGIME

That Sponsor does hereby, by duly executing this Master Deed, submit the land referred to in Paragraph FIRST, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Property") to the provisions of the Horizontal Property Act of South Carolina, and does hereby state that it proposes to create and does hereby create, with respect to the Property, a Horizontal Property Regime that shall be known as St. Andrews Common Horizontal Property Regime (hereinafter sometimes referred to as the "Regime") to be governed by and be subject to the provisions of this Master Deed and the provisions of the Horizontal Property Act of South Carolina as it is now constituted and as it may from time to time be amended.

BETHIEA JORDAN & GRIFFIN, P.A.

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THIRD: IMPROVEMENTS

That the improvements constructed on and forming a 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 plot or site plan was prepared by Hussey, Gay & Bell, Consulting Engineers and which floor plans were prepared by Eugene R. Smith & Associates, A.I.A. Architects, Inc., architects duly licensed to practice in the State of South Carolina under Registration Certificate Number 1658. Attached to this Master Deed as Exhibit "D" is a certificate by said architect that the Apartments constructed on the Property were constructed in accordance with said plans.

FOURTH: APARTMENTS

That the Property includes eight (8) buildings containing thirty-two (32) individual dwelling units (hereinafter referred to as "Apartments") all of which are to be used for residential purposes only. The Apartments are capable of individual utilization on account of having their own exits to the common elements of the Property and a particular and exclusive property right thereto, and also an undivided interest in the general and limited common elements of the Property, as hereinafter listed in this Master Deed, necessary for their adequate use and enjoyment (hereinafter referred to as "Common Elements") all of the above in accordance with the Horizontal Property Act of South Carolina.

FIFTH: AREA COMPRISING PROPERTY

That the Property as originally constituted, has a total of 4.95 acres of which 14,425 square feet are occupied by Apartments and 201,195 square feet will constitute the remainder of the common elements.

SIXTH: APARTMENT TYPES AND BUILDINGS

That there are three (3) basic types of Apartments in the St. Andrews Common Horizontal Property Regime, those being 1 Bedroom, 1 Bedroom-Loft, and 2 Bedroom, these Apartments types being referred to as Type A, Type B and Type C respectively, and being more particularly described in Exhibit E attached hereto and made a part hereof. The Apartments in the property will be as follows:

In building 1, there will be two (2) Type A Apartments, and Two (2) Type B Apartments numbered consecutively and usually referred to as Apartments 1651, 1652, 1659, 1660.

In Building 2 there will be two (2) Type A Apartments, and two (2) Type B Apartments numbered consecutively and usually referred to as Apartments 1653, 1654, 1661, 1662.

BETHEA, JORDAN & GRIFFIN, P.A.

In Building 3 there will be two (2) Type A Apartments, and two (2) Type B Apartments numbered consecutively and usually referred to as Apartments 1657, 1658, 1665 and 1666.

In Building 4, there will be two (2) Type A Apartments, and two (2) Type B Apartments numbered consecutively and usually referred to as Apartments 1655, 1656, 1663 and 1664.

In Building 5, there will be two (2) Type A Apartments, and two (2) type B Apartments numbered consecutively and usually referred to as Apartments 1673, 1674, 1681 and 1682.

In Building 6, there will be two (2) Type A Apartments, and two (2) type B Apartments numbered consecutively and usually referred to as Apartments 1667, 1668, 1675 and 1676.

In Building 7, there will be two (2) Type A Apartments, and two (2) Type B Apartments numbered consecutively and usually referred to as Apartments 1671, 1672, 1679 and 1680.

In Building 8, there will be two (2) Type A Apartments, and two (2) Type B Apartments numbered consecutively and usually referred to as Apartments 1669, 1670, 1677 and 1678.

The Buildings and Apartments for Phase II if applicable, and for Phase III, if applicable, and for Phase IV, if applicable, of the St. Andrews Common Horizontal Property Regime are as shown in Exhibit "F" attached hereto and made a part hereof. The Apartment types in Phase II and/or Phase III and/or Phase IV shall be as described in Exhibit "E" unless modified as herein provided.

BETHEA JORDAN & GRIFFIN, P.A.

SEVENTH: COMMON ELEMENTS

That the Common Elements of the Property will be as follows:

A. The General Common Elements are as follows:

(1) The Property excluding the limited common elements and the Apartments, and including, but not limited to the land on which the Apartments are constructed, the foundations, roofs, perimeter walls, walls and partitions separating units, load-bearing interior walls and partitions, slabs, concrete floors, pipes, wires, conduits, air ducts, and public utility lines, including the space actually occupied by the above.

(2) Parking facilities located on the Property, which parking facilities consist of approximately 29,960 square feet, and are shown on the plat of the Property attached hereto and identified as Exhibit "B".

(3) All roads, walkways, paths, trees, shrubs, yards, (except such as are designated as limited common elements) gardens, etc.

(4) All installations outside of the Apartments for services such as power, light, natural gas, telephone, television, water and other similar utilities.

(5) All sewer, drainage and irrigation pipes, excluding those which are the property of the utility district or company.

(6) All other elements of the Property constructed or to be constructed on the Property, rationally of common use or necessary to the existence, upkeep and safety of the Property and in general all other devices or installations existing for common use.

(7) The Regime Recreational Parcel as shown on the plat of the Property attached as Exhibit "B".

B. The Limited Common Elements are as follows:

(1) The rear and front yards and service areas (shown on the plat attached hereto and identified as (Exhibit "B")) adjacent to each Apartment and the fences screening the service area and front yards are limited common elements and are each restricted to the use of the Apartment adjacent to such limited common elements, respectively.

(2) All terraces, decks, patios and balconies immediately adjacent to each Apartment or to which each Apartment has direct access from the interior thereof as shown on the floor plans and plot plans identified as Exhibit "C" or on the plat identified as Exhibit "B".

EIGHTH: GENERAL PLAN OF DEVELOPMENT

The Sponsor has constructed the Property described herein (which shall sometimes be referred to as The Phase I property) and further intends to complete construction of Property contiguous to the property which is the subject of this Master Deed. The additional Property shall be referred to as Phase II, and, if applicable, Phase III and, if applicable, Phase IV, and is shown on the site plans of said property attached hereto and identified as part of Exhibit "C" whereon it is labeled as Phase II, Phase III and Phase IV. The Phase II, Phase III and Phase IV property, as and if applicable, is described in Exhibit "G" attached hereto and made a part hereof and said Phases are as shown on the plat attached hereto as Exhibit B.

(Phase II). With regard to the Phase II property herein referred to, Sponsor reserves the right, in the manner more particularly hereinafter set forth, to cause the Phase II Property to become an integral part of St. Andrews Common Horizontal Property Regime once an appropriate amendment to this Master Deed has been filed as hereinafter provided. Phase II

BETHEA JORDAN & GRIFFIN, P.A.

shall contain eight (8) Buildings, containing thirty-two (32) individual Apartments, all of which are more particularly described in Exhibit "E" attached hereto and made a part hereof. Each of said Apartments shall be constructed in accordance with the plot plan of Hussey, Gay & Bell, Consulting Engineers and the floor plans of Eugene R. Smith & Associates, A.I.A. Architects, Inc., Certificate Number 1658, which are attached hereto as Exhibit "C", these Apartments in Phase II being the same basic design and constructed of the same basic materials as the thirty-two (32) Apartments in the Phase I property covered initially by this Master Deed.

(Phase III). With regard to the Phase III property shown on the Exhibit "B" plot plan, Sponsor reserves in the manner more particularly hereinafter set forth, the right to construct up to thirty-two (32) Apartments of the same general type, architectural style, form, design and general valuation and constructed with the same basic materials and of the same basic quality as the buildings constructed on the Phase I and Phase II property herein referred to. Provided, however, nevertheless, the Phase III shall not be eligible for inclusion in the St. Andrews Common Horizontal Property Regime unless the herein described Phase II property has previously been incorporated into said Regime in the manner provided in this Master Deed.

(Phase IV). With regard to the Phase IV property shown on the Exhibit "B" plat, Sponsor reserves in the manner more particularly hereinafter set forth, the right to construct thirty-two (32) Apartments of the same general type, architectural style, form, design and general valuation and constructed with the same basic materials and of the same basic quality as the buildings constructed on the Phase I, Phase II and Phase III property herein referred to. Provided, however, nevertheless, the Phase IV shall not be eligible for inclusion in the St. Andrews Common Horizontal Property Regime unless the herein described Phase II and Phase III property have previously been incorporated into said Regime in the manner provided in this Master Deed.

BETHEA JORDAN & GRIFFIN P.A.

NINTH: RESERVATION OF RIGHT OF SPONSOR FOR PHASE II AND PHASE III AND PHASE IV

Sponsor, its successors and assigns, hereby expressly reserves the right, to be exercised in its sole discretion, to submit the Phase II property, Phase III property and Phase IV property, or any one of them provided they are admitted in ascending numerical order, to the provision of this Master Deed and thereby cause the Phase II and/or Phase III and/or Phase IV property to become and forever be a part of St. Andrews Common Horizontal Property Regime in the same manner as if made a part thereof in every particular upon the initial execution and filing of this Master Deed. This right may be exercised by Sponsor, its successors, grantees and assigns only upon the execution by it or them of an amendment or amendments to this Master Deed substantially in the form of those set forth herein as Exhibits H-1

and/or H-2 and/or H-3, which amendments shall be filed in the Office of the Clerk of Court for Beaufort County, South Carolina not later than September 30, 1982, with regard to the Phase II Property, September 30, 1983 with regard to the Phase III and September 30, 1984 with regard to the Phase IV property. Any such amendments shall conform to the various provisions and conditions precedent established in this Master Deed and shall expressly submit the Phase II, Phase III or Phase IV Property, as applicable, to all of the provisions of this Master Deed and the By-Laws of the St. Andrews Common Horizontal Property Regime, a copy of which By-Laws is attached hereto as Exhibit "I" and made a part hereof, as either or both may be amended between the date of said Master Deed and By-Laws, and the filing of said Amendment to this Master Deed to include the Phase II, Phase III or Phase IV Property. Upon the exercise, if any, of this right to include Phase II and Phase III and Phase IV as a part of this Regime, the provisions of this Master Deed and all exhibits hereto shall then be understood and construed as embracing the Phase I property (The basic "Property" herein defined) and the Phase II Property, if applicable, and the Phase III Property, if applicable, and the Phase IV Property, if applicable, as appropriate, together with all improvements then constructed thereon. Should this right of inclusion or annexation not be exercised within the time herein prescribed and in the manner herein prescribed, such right shall in all respects expire and be of no further force or effect.

TENTH: REVOCATION AND AMENDMENT

BETHEA, JORDAN & GRIFFIN P.A.

That the dedication of the Property to the Horizontal Property Regime herein shall not be revoked, or the Property removed from the Horizontal Property Regime, or any of the provisions herein amended unless all of the co-owners and the mortgagees of all the mortgages covering the Apartments unanimously agree to such revocation, or amendment, or removal of the Property from the Horizontal Property Regime by duly recorded instrument; provided, however, that without the consent of the Apartment Owners or Mortgagees, the Sponsor, or its successors in title to all or any portion of Phase II, and/or Phase III and/or Phase IV Property, may at any time prior to the termination of the reservation of rights period specified in paragraph NINTH herein, amend this Master Deed in the manner set forth in Paragraph EIGHTH and NINTH so as to subject the Phase II and/or Phase III and/or Phase IV Property to the provisions of this Master Deed and the Horizontal Property Act of South Carolina so as to make the Phase II and/or Phase III and/or Phase IV Property an integral part of the St. Andrews Common Horizontal Property Regime. Any such amendment shall, when read in concert with this Master Deed, contain all of the particulars required by the said Horizontal Property Act of South Carolina as the same is now constituted or may hereafter be amended and from and after the recording of such amendment the St. Andrews Common Horizontal Property Regime shall include all of said Phase II and/or Phase III and/or Phase IV Property, as appropriate. The Phase II Apartments, Phase III Apartments and Phase IV Apartments are to

be as described in Paragraph EIGHTH and NINTH. The designation of each Apartment in Phase II, Phase III and Phase IV by Apartment type and its proportionate interest in the common elements is set forth in Exhibit "I", which exhibit is attached hereto and made a part hereof. If Sponsor elects to make the Phase II and/or Phase III and/or Phase IV Property a part of this Regime as herein provided, Sponsor shall cause to be prepared and made a part of the Amendment by which the Phase II and/or Phase III and/or Phase IV Property is incorporated into the St. Andrews Common Horizontal Property Regime a schedule designating apartment types, reflecting each Apartment's proportionate interest in the Common Elements, which schedule shall be similar in content and format to the Exhibit "J" schedule, prepared using the requirements and guidelines set forth in Paragraph EIGHTH and NINTH hereof. Upon the recordation of the Amendments to make the Phase II Property, if appropriate, and the Phase III Property, if appropriate, and the Phase IV Property, if appropriate, a part of the St. Andrews Common Horizontal Property Regime, the provisions regarding revocation and amendment set forth in this Paragraph TENTH shall have equal application thereto.

ELEVENTH: PERCENTAGE OF INTEREST OF APARTMENTS

The percentage of title and interest appurtenant to each Apartment and the Apartment owner's title and interest in the common elements (both general and limited) of the Property and the proportionate share in the profits and common monthly expenses as well as the proportionate representation for voting purposes in the meeting of the Council of Co-Owners (hereinafter usually referred to as "Council") of the Regime is based on the proportionate value of each Apartment to the value of the total Property as set forth in Exhibit "J" attached hereto and made a part hereof. The proportionate representation for voting purpose and the percentage of the undivided interest in the common elements (both general and limited) provided in this paragraph and in Exhibit "J" shall not be altered without the acquiescence of the co-owners representing all of the Apartments expressed in an amendment to this Master Deed duly recorded or except as provided in Paragraph EIGHTH, NINTH and TENTH herein with regard to the amendment of this Master Deed to admit the Phase II Apartments, and if appropriate, the Phase III Apartments and/or the Phase IV Apartments, into this Regime.

TWELFTH: ADMINISTRATION OF THE REGIME

That the administration of the Regime consisting as aforesaid of the Property described in Paragraphs FIRST and FIFTH of this Master Deed and the administration of the Phase II and Phase III, and Phase IV Property herein described, as and if appropriate, shall be in accordance with the provisions of the By-Laws which are incorporated herein, made a part hereof and are attached hereto as Exhibit "I".

BETHEA JORDAN & GRIFFIN, P.A.

The use of the term "St. Andrews Common Owners' Association" as used in this Master Deed or in the By-Laws (hereinafter sometimes referred to as the "Association") shall have the same connotation as the term "Council of Co-Owners" as such latter term is used in The Horizontal Property Act of South Carolina. The use of the term "Board of Directors" when referring to the governing of the Association shall have the same connotation as the term "Board of Administration" is used in The Horizontal Property Act of South Carolina.

THIRTEENTH: HORIZONTAL PROPERTY REGIME CONSTITUTED

That, as appears above, a Horizontal Property Regime is hereby constituted under and subject to the provisions of the Horizontal Property Act of the State of South Carolina, so that Apartments may be conveyed and recorded as individual properties capable of independent use and each having its own exit to the common elements of the Property, and each Apartment co-owner having an exclusive and particular right over his respective Apartment and in addition the specified undivided interest in the common elements of the Property.

FOURTEENTH: SPONSOR SUBJECT TO MASTER DEED

That so long as the Sponsor owns one or more of the Apartments, the Sponsor shall be subject to the provisions of this Master Deed and the Exhibits attached hereto and the Sponsor covenants to take no action which will adversely affect the rights of the Regime with respect to the assurances against latent defects in the Property or other rights assigned to the Regime by reason of the establishment of said Horizontal Property Regime.

FIFTEENTH: COMMON ELEMENTS NOT PARTITIONED

That the common elements shall remain undivided and no co-owner shall bring any action for partition and/or division except as provided in the By-Laws in case of destruction of two-thirds (2/3) or more of the Property and the Co-Owners decide not to reconstruct the Property.

SIXTEENTH: COMMON ELEMENTS NOT SEVERABLE FROM APARTMENTS

That the undivided interest in the common elements shall not be separated from the Apartment to which it appertains and shall be deemed conveyed or encumbered with the Apartment even though such interest is not expressly mentioned or described in the conveyance or other instrument.

SEVENTEENTH: PROVISIONS AND COVENANTS APPLICABLE TO APARTMENTS

That each co-owner shall comply with the provisions of this Master Deed and authorized amendments thereto, the Consolidated

BETHEA JORDAN & GRIFFIN P.A.

Multi-Family Residential Covenants of Greenwood Development Corporation, which covenants are recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Dead Book 314 at Page 505, and as may be amended; and the By-Laws, Decisions and Resolutions of Association, Board of Directors or other representatives, as lawfully enacted from time to time, together with any lawfully adopted amendments thereto. The failure to comply with such provisions, decisions, or resolutions shall be grounds for an action to recover sums due for damages or for injunctive relief; provided that nothing contained herein shall limit the rights of Greenwood Development Corporation, its successors or assigns, as set forth in the aforesaid Declarations. The Apartments shall also be conveyed subject to the recorded plat and plans of the Property and amendments thereto.

EIGHTEENTH: TIME-SHARING/INTERVAL OWNERSHIP PROHIBITION

That the Sponsor herein subjects the St. Andrews Common Horizontal Property Regime to the further limitation and restriction that it shall be used and occupied for single-family dwelling units constructed as such within the multi-family residential areas of Palmetto Dunes Resort and such dwelling units constructed on said property shall not be utilized for purposes of time-sharing or interval ownership, time-sharing or interval licenses, time-sharing or interval leases, or similar plans as those items are currently generally utilized in the real estate industry or as those or similar terms are expressed or defined in Chapter 32, Code of Laws of South Carolina, 1976, as amended.

BETHEA JORDAN & GRIFFIN, P.A.

NINETEENTH: NON-USE NOT EXEMPTION OF LIABILITY FOR COMMON EXPENSES

That no co-owner of an Apartment may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by the abandonment of his Apartment.

TWENTIETH: ALL USERS OF PROPERTY SUBJECT TO MASTER DEED

That all present or future co-owners, tenants, future tenants, or any other person that might use the facilities of the Property in any manner, are subject to the provisions of this Master Deed and any authorized amendments thereto, and that the mere acquisition or rental of any of the Apartments shall signify that the provisions of this Master Deed and any authorized amendment thereto are accepted and ratified.

TWENTY-FIRST: ASSESSMENTS SUBORDINATE TO MORTGAGEE TAKING TITLE

That, where a mortgagee or other purchaser of an Apartment obtains title by reason of foreclosure or deed in lieu of fore-

closure of a mortgage covering an Apartment, such acquirer of title, his successors or assigns or grantees, shall not be liable for assessments by the Regime which became due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the Regime from filing and claiming liens for such assessments and enforcing same as provided by law, and that such assessment shall be subordinate to such mortgage.

TWENTY-SECOND: INSURANCE

The Board of Directors of the St. Andrews Common Owners' Association shall be required to obtain and maintain those types and forms of insurance as are required by ARTICLE VIII of the By-Laws as set forth in Exhibit "H" attached hereto and made a part hereof.

TWENTY-THIRD: RECONSTRUCTION AND REPAIR

In the event of casualty loss or damage to the Property, the provisions of ARTICLE IX of the Exhibit "H" of the By-Laws shall govern all matters pertaining to reconstruction and repair.

TWENTY-FOURTH: CONDEMNATION

In the event of a condemnation of a portion of the Property which is subject to this Master Deed, no reallocation of interests in the common areas resulting from a partial condemnation of such a Project may be effected without the prior approval of the Apartment Owners and the eligible holders holding mortgages on all remaining Apartments, whether existing in whole or in part, and which have at least seventy-five (75%) percent of the votes of such remaining Apartments subject to eligible holder mortgages.

The Association shall represent the Apartment Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common areas, or part thereof. Each Apartment Owner appoints the Association as attorney-in-fact for such purposes. In the event of a taking or acquisition of part or all of the common elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or the Insurance Trustee, for the use and benefit of the Apartment Owners and their mortgagees as their interests may appear.

TWENTY-FIFTH: EASEMENT FOR ENCROACHMENT

If any portion of the common elements now encroaches upon any Apartment or if any Apartment now encroaches upon any other Apartment or upon any portion of the common elements, or if any such encroachment shall occur hereafter as a result of (A) settling of the building, (B) alteration or repair to the common elements made by or with consent of the Board of Directors, or (C) as a result of repair or restoration of the building or any

BETHEA JORDAN & GRIFFIN P.A.

Apartment damaged by fire or other casualty, or (D) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the building or buildings stand.

TWENTY-SIXTH: OTHER REGIME EASEMENTS

Each Apartment Owner shall have an easement in common with the Owners of all other Apartments to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other common elements, if any, located in any of the other Apartments and serving his Apartment. Each Apartment shall be subject to an easement in favor of the Owners of all other Apartments to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other common elements serving such other Apartments and located in such Apartment. The Board of Directors shall have the right of access to each Apartment to inspect the same to remove violations therefrom and to maintain, repair or replace common elements contained therein or elsewhere in the building or buildings.

TWENTY-SEVENTH: SEVERABILITY

The provisions thereof shall be deemed independent and severable and the invalidity in whole or in part of any section, sub-section, sentence, clause, phrase or word, or other provision of the Master Deed and the By-Laws or any authorized amendment thereto shall not impair or affect in any manner the validity or enforceability of the remaining portions thereof and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included therein.

TWENTY-EIGHTH: NON-WAIVER

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

TWENTY-NINETH: GENDER AND NUMBER

The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

THIRTIETH: APPLICABLE LAW

This Master Deed is set forth to comply with the requirements of the Horizontal Property Act of South Carolina as presently constituted or as hereafter amended. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

BETHEA, JORDAN & GRIFFIN, P.A.

