

Deed Book 748 pg 1-87

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON
MASTER DEED ESTABLISHING
CLUBVIEW HORIZONTAL
PROPERTY REGIME
LEXINGTON COUNTY

THIS MASTER DEED, made this 26th day of August,
1985, by Hulon Greene Associates, a South Carolina partnership,
hereinafter called "Developer";

W I T N E S S E T H :

WHEREAS, Developer is the owner in fee simple of certain
real estate in the City of West Columbia, County of Lexington, State
of South Carolina, being the property hereinafter described; and

WHEREAS, the Developer intends by this Master Deed to
submit said property to the provisions of the Horizontal Property
Act of South Carolina (Title 27, Chapter 31 of the Code of Laws of
the State of South Carolina, 1976, as amended);

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that
Developer does hereby make and declare this Master Deed creating and
establishing a plan for dwelling ownership for "Clubview Horizontal
Property Regime," being the Property and Improvements hereinafter
described.

I.

DEFINITIONS

For purposes of this Master Deed, the following terms
shall have the meanings set forth below:

- (a) "Building" means a structure or structures containing
in the aggregate two or more Units, comprising a part of the Prop-
erty;

(b) "Co-owner" means a person, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof, who owns a Unit within any Building;

(c) "General Common Elements" means and includes:

- (1) The land described herein including that portion of the land on which the Building(s) are or will be located;
- (2) The foundations, main walls; roofs, halls, lobbys, stairways and entrance and exit or communication ways;
- (3) The basements, flat roofs, yards and gardens, except as otherwise specifically stipulated herein;
- (4) The compartments or installation of central services such as power, light, gas, cold and hot water, elevators, refrigeration, reservoirs, sprinkler systems, water tanks and pumps, and similar installations, except as otherwise specifically provided herein;
- (5) The garbage incinerators, outside garbage containers, and similar equipment used for the collection or disposal of garbage for common use; and
- (6) All other elements of the Property rationally of common use or necessary to its existence, upkeep and safety;

(d) "Majority of Co-owners" means that number of Unit owners who together own Units totaling 51% or more of the basic value of the Property as a whole, in accordance with the percentages set forth on Exhibit "C" to this Master Deed;

(e) "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof;

(f) "Property" means and includes all of that certain parcel of land located in the City of West Columbia, State of South Carolina, more particularly described on Exhibit "A" attached hereto and made a part hereof, together with all Buildings, structures and other improvements constructed or to be constructed or placed thereon, and all easements, rights and appurtenances belonging thereto;

(g) "Unit" means a part of the Property intended for independent use for residential purposes including one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in a building, and with direct exit to a public street or highway, or to a common area leading to such street or highway, either directly or by way of private easements or rights-of-way; also sometimes herein referred to as "Apartment."

(h) "Hulon Greene Homeowners Association" means that entity of administration for Hulon Greene Retirement Community.

(i) "Clubview Horizontal Property Regime" means this Regime as created; said Regime is subject and subordinate to, and

controlled by, Hulon Greene Homeowners Association and the Protective Covenants, Restrictions, and Easements for Hulon Greene Retirement Community.

II.

DEVELOPMENT OF PROJECT AND PROPERTY RIGHTS

Section 1.

Development Plan. Developer is the owner of fee simple title to the Property which is more particularly described and shown as 1.03 acres on Exhibit "A", page 1, attached hereto, which Property together with all Improvements constructed or to be constructed or placed thereon is hereby submitted to a horizontal property regime under the applicable provisions of the laws of the State of South Carolina, as hereinabove described. Developer shall construct or cause to be constructed on the Property a residential Building containing a total of twelve (12) residences. Developer shall have the option, but not the obligation, to build a parking structure with twelve (12) covered parking spaces ("covered parking"). [All references to the "covered parking" herein shall be applicable only if Developer builds the covered parking and such references shall not be deemed to require Developer to build covered parking if it elects not to do so]. The Building will be constructed in the locations and according to the dimensions and plans shown on Exhibit "B" attached hereto and made a part hereof. The Developer expressly reserves the right to alter the location and composition of all said improvements; provided, however, that the total number of Units

shown in said Exhibit "B" shall remain unchanged. As and when the construction of the Building and covered parking is completed and prior to the first conveyance of a Unit contained therein, if any changes were made by the Developer in the location and composition of said Building or covered parking, there will be filed for record in the office of the Register of Mesne Conveyances of Lexington County, South Carolina, an amendment to this Master Deed reflecting such changes, to which shall be attached a verified statement of a registered architect or a licensed professional engineer certifying that the amendment, together with the documents included in Exhibit "B" attached hereto, fully and accurately depict the layout, location, number/letter identification and dimensions of the Building, covered parking, or other improvements described in said amendment as built.

Section 2.

Ownership of Units and Covered Parking Spaces. Each separate Unit depicted and designated in Exhibit "B" shall be conveyed and treated as an individual property capable of independent use and fee simple ownership. The owner of an individual Unit shall own, as an appurtenance to the ownership of the Unit, an undivided interest in the General Common Elements, being that percentage allocated to the respective Unit as set forth in the schedule attached hereto as Exhibit "C", and by this reference incorporated herein. The percentage of undivided interest in the General Common Elements allocated to each Unit shall not be changed except with the unanimous consent of all co-owners of all Units and all record owners of

mortgages thereon. The owner of a Unit shall own in fee simple all spaces and improvements lying above the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and below the undecorated and/or unfinished inner surfaces on the ceilings of each Unit. The Unit shall not include the spaces and improvements lying outside or beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and the floors, above the undecorated and/or unfinished inner surfaces of the ceilings, and beneath or behind the undecorated and/or unfinished inner surfaces of all interior load-bearing walls and/or partitions. The Units shall further exclude all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services, including television antenna cables, to the Units and to the General Common Elements. All of the aforementioned items excluded from Units shall be included in the definition of General Common Elements for purposes of this Master Deed. The Units shall, however, include the interior non-loadbearing walls and partitions contained in the Unit, and the inner decorated and/or finished surfaces of perimeter walls, floors and ceilings, including paint and wallpaper. The windows and doors are part of the Unit provided the Association shall have the sole responsibility for maintaining the outside surfaces of doors which provide access into the Units from the halls.

The covered parking and parking spaces therein, if constructed, shall be built over a portion of the parking spaces shown

on Exhibit "B" and shall be General Common Elements. However, the exclusive rights to utilize the numbered parking spaces therein shall be associated with and appurtenant to the ownership of certain Units, and such exclusive rights shall be deemed to "run with the land" for the benefit of owners of the designated Units, in perpetuity, until and unless the horizontal property regime created hereby shall be abandoned or the owners of such rights shall relinquish them by written amendment to this Master Deed, signed by all owners of the parking covered parking rights, filed in the RMC Office of Lexington County, South Carolina.

The designation of Units to which said covered parking rights shall be assigned will be set forth in an amendment to this Master Deed to be signed by the Developer and filed in the RMC Office of Lexington County, South Carolina.

Notwithstanding any provision herein to the contrary, the owners of the covered parking rights shall be required to pay a supplementary fee each month along with their monthly payments of Annual Assessments (hereinafter defined), to be utilized for maintenance, upkeep, repairs, replacements, and other expenses attributable to the covered parking. The amount of such supplementary fee shall be set by the Developer and may be changed from time to time by the Board of Directors of the Association (hereinafter defined) in the same manner as is prescribed for changes in the Annual Assessments set forth in Article XIV of this Master Deed. These funds shall be managed by the Association along with other

assessments; provided the Association shall keep records of all amounts received as supplementary fees for the covered parking and all expenditures thereof.

The air-conditioning condensers, patios, balconies, water heaters, porches, storage rooms, chimneys and decks which are attached to, attributed to, or contiguous to, designated by Developer for use by the owner of a particular Unit shall be considered General Common Elements; provided that they shall be possessed, used and enjoyed exclusively by the owner of the appropriate Unit, unless all of the owners of Apartments in the Building shall elect to distribute or allocate the use and enjoyment of such General Common Elements in some other manner. Any area or equipment used solely for the benefit of an ownership unit shall be the owner's responsibility for repair and replacement.

The storage rooms located on each floor of the Building and accessible from the hallway on each floor shall be General Common Elements but shall be possessed, used and enjoyed exclusively by the owners of Units to which they are initially assigned by Developer, and keys to such Units shall be issued only to the owners of such Units. Use of these rooms shall be subject to any rules and regulations pertaining to such closets as may be adopted by the Association.

The legal description of each Unit shall consist of the identifying number of such Unit as shown on Exhibit "B". Every deed, lease, mortgage or other instrument may legally describe a

Unit by its identifying number as shown on Exhibit "B" followed by
~~the words "in Clubview Horizontal Property Regime."~~ **AMENDMENT No. 1**
~~SUPERSEDED BY~~

Section 3.

Common Elements. Ownership of the General Common Elements shall be by the owners of all Units as tenants in common. The percentage of undivided interest of each owner in and to the General Common Elements shall be as set forth on Exhibit "C". Developer's percentage of undivided interest in and to the General Common Elements at any particular time shall be the percentage derived by subtracting from "100" percent the total at said time of the percentages of all other Unit owners. The percentages of undivided interest of the owners as defined and determined in accordance with this Master Deed may be altered only by the consent of all such owners expressed in a duly recorded amendment to this Master Deed. The percentage of undivided interest of each owner in the General Common Elements is appurtenant to the Unit owned by him. No appurtenance may be separated from the Unit to which it appertains, and such appurtenance shall be deemed to be conveyed and encumbered or to otherwise pass with the Unit whether or not expressly mentioned or described in a conveyance or other instrument describing the Unit. The General Common Elements shall remain undivided, and no owner nor any other Person shall bring any action for partition or division of the whole or any part thereof except as specifically provided herein. Each Owner and the Association (as hereinafter defined) may use the General Common Elements for the purposes for which they are intended,

but in no such use shall enter or encroach upon the lawful rights of the other Owners.

III.

PERPETUAL NON-EXCLUSIVE EASEMENT IN GENERAL COMMON ELEMENTS

The General Common Elements shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all the Co-owners of Units in the Clubview Horizontal Property Regime for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Co-owners of Units. Notwithstanding anything above provided in this Article, Clubview Association (hereinafter identified) shall have the right to establish the rules and regulations pursuant to which the Co-owners of the Units may be entitled to use the General Common Elements. The rights of each Co-owner to the use of the easements and privileges granted herein shall be limited by all such rules and regulations. Such rights of enjoyment shall also be limited by the right of the Board of Directors of said Association to impose assessments against Co-owners of Units, as hereinafter provided, and the right of such Directors to suspend the privilege of utilizing all or certain of the General Common Elements by reason of delinquencies in the payment of such assessments.

IV.

EASEMENTS FOR ENCROACHMENTS AND SUPPORT

Each Unit and the Property included in the General Common Elements shall be subject to an easement for encroachments created

by construction, settling and overhangs as designed or constructed by the Developer. A valid easement for said encroachments and for the maintenance of same, as long as they stand, shall and does exist. In the event that any Building is partially or totally destroyed and then rebuilt, the Co-owners of the Units so affected agree that minor encroachments of parts of the adjacent Units or General Common Elements due to construction shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist. Every portion of a Unit contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit.

V.

PARKING

Those portions of the Property designated as parking areas on Exhibit "B" (including the spaces in the covered parking described in Article II) shall be a part of the General Common Elements, and shall be utilized by Co-owners of Units in accordance with the following rules, as well as any additional rules established by the Association:

(a) Only passenger automobiles in operating condition with current and effective license tags and inspection stickers may be parked upon any of these parking spaces, and the Board of Directors of the Association may cause property stored or parked in violation hereof to be removed at the expense of the Unit owner who parked or stored the same or whose family member, invitee, lessee or guest parked or stored the same.

(b) With regard to the parking spaces which are not enclosed in the covered parking, one such space shall be assigned by the Developer for the exclusive use of Unit Owners who do not own spaces in the covered parking, for use by such Unit Owner and his permittees. All spaces not assigned will be available for use by all Unit Owners and their permittees on a first come, first serve basis.

(c) In any event, each unit will have at least one assigned parking space for that unit.

VI.

EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS

The Co-owners of the respective Units agree that if any portion of a Unit or General Common Element encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. In the event the buildings are partially or totally destroyed, and then rebuilt, the Co-owners of the Units agree that such encroachments on parts of the General Common Elements or on the Units themselves as may reasonably be required in order to reconstruct such improvements shall be permitted, and that a valid easement for such encroachments and the maintenance thereof shall exist.

VII.

ADMINISTRATION

Section 1.

Association. The Clubview Association shall be a non-profit organization owned and operated by the Co-owners of Units. Said

organization shall be an association unless and until either the Developer or the Association itself decides to incorporate as a non-profit corporation under the laws of South Carolina. Except as otherwise expressly provided herein, the administration of the Clubview Horizontal Property Regime, the maintenance, repair, replacement and operation of the General Common Elements and those acts required of the Association by this Master Deed and by applicable portions of the Horizontal Property Act of South Carolina (in which such entity is identified as the "Council of Co-owners") shall be the responsibility of the Association. The Association shall be governed by and shall operate according to this Master Deed, the applicable statutes described above, and by the Bylaws of the Association, a copy of which is attached hereto as Exhibit "D" and by this reference made a part hereof.

Notwithstanding any provision herein to the contrary, the provisions of this Master Deed shall be subject to the control of the provisions of the Protective Covenants, Restrictions, and Easements for Hulon Greene Retirement Community, and any administration of the Clubview Horizontal Property Regime shall be subordinate to and controlled by the administrative of Hulon Greene Homeowners Association (including, but not limited to, the right of Hulon Greene Homeowners Association to approve and/or control the budget and assessments of Clubview Horizontal Property Regime).

Each Unit Co-owner shall automatically become and be a member of the Association as long as he continues to be a Unit

Co-owner. Upon the termination of the interest of a Unit Co-owner, his membership shall thereupon automatically terminate and transfer and inure to the new Unit Co-owner succeeding him in interest. A Co-owner may not refuse membership in the Association for any reason, nor refuse to comply with the obligations thereof.

Each Unit owner shall also be a member of the Hulon Greene Homeowners Association and shall be governed by the Bylaws. That Association includes owners of single family as well as multifamily residential dwellings in Hulon Greene. A Co-owner may not refuse membership in that Association for any reason, nor refuse to comply with the obligations thereof.

Section 2.

Limitation of Liability; Indemnification. Notwithstanding the duty of the Association to maintain, repair and replace parts of the General Common Elements, the Association shall not be liable for injuries or damage caused by any latent condition of the General Common Elements, nor for injury caused by the elements, Owners or other Persons, nor shall any officer or director of the Association be liable to any Owner for injury or damage caused by such officer or director in the performance of his duties unless due to the willful misfeasance or malfeasance of such officer or director. Each officer and director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon him in connection with any lawsuit or other proceedings to which he may be a

party or in which he may become involved by reason of his being or having been an officer or director of the Association, or any reasonable settlement of such disputes, whether or not he is an officer or director of the Association at the time such expenses and liabilities are incurred, except in those cases in which the officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association.

Section 3.

Administration by Developer. Notwithstanding anything contained herein to the contrary, the Developers shall initially be responsible for the administration of the Property and the General Common Elements; and the Association will not begin to function through its other members until the Developer shall have conveyed 95% of the Units (including Units in additional phases, as described in Article XX) to the respective purchasers of same or such earlier date as may be selected by the Developer in the exercise of its sole discretion, at which time such fact shall be certified to the Association by the Developer and management of the General Common Elements delivered to the Association together with all books and accounts which shall be in balance provided; the transaction of management will occur when the last Unit to be added to the Regime is conveyed to a purchaser if Developer fails to complete the development of additional phases

before the deadline for such completion set forth in Article XX. Until such time, the duties and powers of the Association, including those of the Board of Directors, as specified in this Master Deed and in the Bylaws, shall be performed by the Developer and/or any manager or agent employed by the Developer on behalf of the Association, at any rate of compensation which, under the circumstances and in the sole discretion of the Developer, shall be reasonable in amount. Such compensation, if any, shall be paid as a recurring expense of the Association and out of the Assessments hereinafter provided for and not in lieu thereof or in addition thereto.

Following transfer of control of the Association, the Association will continue to be bound by the terms of any contract for management services previously executed by it for the remainder of the term of such contract.

Section 4.

Hulon Greene Property Owners Association. The Property is located within and is a part of the residual community known as "Hulon Greene," designed for adults who are retired or who are approaching retirement age. Many of the services, facilities and amenities available for the use and benefit of Unit owners are or will be located outside boundaries of the Property but within the Hulon Greene community.

The Association (acting through the Developer, while the Developer is administering the General Common Elements pursuant to Section 3 above) shall enter into one or more agreements or arrangements with the Hulon Greene Homeowners Association, the Developer,

and/or any other parties who may own or manage any such common facilities or services, in order to provide for the use and enjoyment thereof by Unit owners, their guests, invitees, licensees, and tenants. Such agreements shall include appropriate requirements for the payment by the Association of an equitable portion of the costs of maintaining and providing such facilities and services; and all such payments shall be made by the Association from funds collected from Unit owners as Annual Assessments and, when appropriate, from Special Assessments (hereinafter defined). These expenses shall be included in the regular budgets of the Association and administered in the same manner as other normal recurring expenses and special capital expenses incurred in the management of the Property and the General Common Elements.

Section 5.

Professional Management. The Association (either directly, or through agreement with Hulon Greene Homeowners Association) shall retain the services of one or more Persons who are qualified retirement community and property managers to assist it in discharging its responsibilities set forth in this Master Deed and imposed by applicable law, as well as any additional responsibilities accepted by the Association pursuant to actions of its Board or its membership at meetings authorized by the Bylaws of the Association. The Association may enter into and execute written agreements with such property managers setting forth the terms under which their services are engaged. Copies of all such agreements shall be made available to all Unit owners upon request.

Either the Developer itself or a company affiliated with the Developer will be the initial qualified retirement community and property manager retained pursuant to this Section 5; and the Association (acting through Developer in its capacity as the administrator of the General Common Elements pursuant to Section 3 above) shall be and is expected to prepare and enter into a written agreement with the Developer or such affiliated party to provide such services and be paid appropriate fees therefor until and unless such agreement shall be terminated pursuant to the terms thereof.

VIII.

USE RESTRICTIONS

Section 1.

Residential Purposes. All Units contemplated in the Regime shall be, and the same hereby are, restricted exclusively to residential use. All such Units shall be of new construction joined together by common foundations. No structures of a temporary character, trailer, basement, tent, shack, carport, covered parking, barn or other building shall be used as a Unit on any portion of the Property at any time either temporarily or permanently.

All Units and Unit owners shall also be subject to those restrictions set forth in applicable portions of the Protective Covenants, Restrictions and Easements for Hulon Greene Subdivision recorded in the RMC Office of Lexington County, South Carolina, in Deed Book 714 at page 218 (the "Protective Covenants") as now or hereafter amended. The provisions of this Master Deed are intended

to conform with the requirements of the Protective Covenants; if, however, any conflict arises between the provisions of the Master Deed (with the attached Exhibits) and the Protective Covenants, then the Protective Covenants shall control.

Section 2.

Construction and Sale Period. Notwithstanding any provisions contained herein to the contrary, it shall be expressly permissible for the Developer or the builder of the Units to maintain, during the period of construction and sale of the Units, upon such portion of the Property as the Developer may deem necessary, such facilities as in the sole opinion of the Developer may be reasonably required, convenient or incidental to the construction and sale of said Units, including, but without limitation, storage areas, construction yards, signs, model Units, construction offices, sales offices and business offices.

Section 3.

Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the Property, except that dogs, cats or other household pets which do not exceed twenty-two (22) inches in height (measured to shoulders) may be kept by the respective Owners in their respective Units, provided that they are not kept, bred or maintained for any commercial purpose and do not endanger the health or, in the sole discretion of the Board of Directors, unreasonably disturb the Owner of any Unit or any resident thereof. Ownership and management of pets shall also be

subject to applicable provisions of the Protective Covenants and to any rules and regulations adopted by the Association. The size limitation regarding household pets hereinabove may be amended by the Board of Directors of Hulon Greene Homeowners Association on an ad hoc basis.

Section 4.

Signs and Business Activities. No advertising, signs, billboards, unsightly objects, or nuisance shall be erected, placed or permitted to remain on the Property, nor shall the Property be used in any way or for any purpose which may endanger the health of or unreasonably disturb the Owner of any Unit or any resident thereof. No business activities of any kind whatever shall be conducted in any Building or in any portion of the Property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards of the Developer, its agents or assigns during the construction and sale period.

Section 5.

Garbage Disposal, Clotheslines, Etc. No garbage cans shall be maintained by any Unit Owner outside of his Unit. Large garbage deposit containers shall be maintained on a designated portion of the General Common Elements, and all Units Owners shall deposit their garbage therein. The Association shall arrange for the regular pickup of garbage from these containers. No Unit Owner shall be allowed to have or maintain any type of clothesline or storage pile outside his Unit. Firewood may be maintained on

General Common Elements only with the consent of the Board of Directors of the Association.

Section 6.

Exterior Antennas. No exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the Property nor upon any structure situated upon the Property other than an aerial for a master antenna system approved by the Developer or the Board of Directors, should any such master system or systems be utilized and require any such exterior antenna.

Section 7.

General. No nuisance shall be allowed upon any of the Units or the General Common Elements nor shall any practice be allowed which is a source of annoyance to residents or which will interfere with the peaceful possession and proper use of the Units or General Common Elements by the residents of the Regime. No Unit Owner shall permit or suffer anything to be done or kept in his Unit which will increase the rates of insurance on the Building in which it is located. Additional regulations concerning use of the General Common Elements may be promulgated by the Association. Copies of all additional regulations shall be furnished to all Unit Owners.

IX.

ALTERATIONS OR ADDITIONS TO GENERAL COMMON ELEMENTS

There shall be no alteration or additions to the General Common Elements of the Property, except as authorized by the Board of Directors and approved by not less than a majority of the Unit

Co-owners; provided that no alterations or additions which prejudice the right of any Unit Owner to the full use and enjoyment of his Unit shall be made without his consent. The cost of the foregoing shall be assessed as common expenses. Where any alteration or additions to the General Common Elements are made exclusively or substantially exclusively for the benefit of the Unit Co-owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from such Unit Co-owner(s), and the assessment shall be levied in such proportion as may be determined to be fair and equitable by the Board of Directors.

X.

MAINTENANCE AND REPAIR OF EACH UNIT

Section 1.

Responsibility. Each Unit Co-owner agrees as follows:
(a) To maintain in good condition and repair his Unit and all interior surfaces within or surrounding his Unit (such as the surfaces of the walls, ceilings and floors) whether or not part of the Unit or General Common Elements, and the entire interior of his Unit, and to maintain and repair the fixtures and equipment located within or exclusively serving his Unit, which include but are not limited to the following, where applicable: air-conditioning and heating unit, including any air-conditioning condenser unit which may be outside the Unit; refrigerators, stoves, fans, water heaters, dishwashers, and other appliances; drains, plumbing fixtures and

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connections, sinks, all plumbing and water lines within or surrounding the Unit; electric panels and wiring, electric outlets and fixtures within or surrounding the Unit; doors, windows, screening and glass. Each Owner shall pay for such utilities as are separately metered to his Unit. Where a Unit is carpeted (or has other floor covering), the cost of replacing carpeting or such other floor covering shall be borne by the Owner of said Unit. The Owner shall pay for the maintenance and painting of any deck, balcony, or patio appurtenant to his Unit, provided the Association shall have the right and responsibility to direct the manner in which such maintenance and painting shall be performed, including the color and frequency of repainting.

(b) Not to make or cause to be made any structural addition or alteration to his Unit or to the General Common Elements, without prior consent of the Association and all mortgagees holding a mortgage on his Unit.

(c) To make no alteration, decoration, repair, replacement or change of the General Common Elements or any outside or exterior portion of the Building.

(d) To permit the Board of Directors, or the agent or employees of the Association, to enter any Unit (i) for the purpose of maintenance, inspection, repair, replacement of the improvement included within the General Common Elements; (ii) to determine, in case of emergency, any circumstances which may be threatening Units or the General Common Elements; (iii) to determine compliance with

the provisions of this Master Deed and the Bylaws of the Association; or (iv) where in the sole discretion of the Board, or its agent or employees, the safety, health, or welfare of any resident may be in question.

(e) To show no signs, advertisements, or notices of any type on the General Common Elements or his Unit, and erect no exterior antenna or aerials, except Developer and Developer's lender(s) may display signs during the construction period and for the sale of Units owned by them under the foreclosure or deeds in lieu of foreclosure.

Section 2.

Failure to Maintain Unit. In the event the Owner of a Unit fails to maintain said Unit as required in this Master Deed, or shall make any structural addition or alteration without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a Court of Equity for an injunction to seek compliance with the provisions hereof. In lieu thereof, and in addition thereto, the Association, through its Board of Directors, shall have the right to levy an assessment against the Owner of the Unit, and the Unit itself, for such necessary sums to remove any unauthorized structural addition or alteration, and to restore the Property to good condition and repair. Each Unit Owner shall also be liable to any other Unit Owner or to the Association for damages to any other Unit or the General Common Elements which may be caused by the failure of such Owner to maintain his Unit as required herein.

XI.

MAINTENANCE AND REPAIR OF GENERAL COMMON ELEMENTS BY ASSOCIATION

The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the General Common Elements except those portions to be maintained by Unit Owners by the provisions of Article X or any other applicable provision herein. The responsibility of the Association for such maintenance and repair shall include those portions of the General Common Elements which contribute to the support of the Buildings and all conduits, ducts, plumbing, wiring and other facilities located in the General Common Elements which do not serve or exist for the exclusive benefit of a single Unit. Should any incidental damage be caused to any Unit by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair or replacement of any General Common Elements, the Association shall, at its expense, repair such incidental damage.

XII.

OWNER'S RISK OF LOSS AND PERSONAL INSURANCE COVERAGE

The Co-owner of each Unit may, at his own expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such Co-owner, and may, at his own expense and option, obtain insurance coverage against personal liability for injury to the person or property of another while within such Co-owner's Unit or upon the General Common Elements. All such insurance obtained by the Co-owner of each Unit shall, wherever such provisions shall be available,

provide that the insurer waives its right of subrogation as to any claims against other Co-owners of Units, the Association, and the respective servants, agents and guests of said other Co-owners and Association. Risk of loss of or damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the General Common Elements) belonging to or carried on the person of the Co-owner of each Unit, or which may be stored in any Unit or in or upon General Common Elements, shall be borne by the Co-owner of each such Unit. All furniture, furnishings and personal property constituting a portion of the General Common Elements and held for the joint use and benefit of all Co-owners of all Units shall be covered by such insurance as shall be maintained by Association as hereinafter provided. The Co-owner of a Unit shall have no personal liability for any damages caused by the Association suffered in connection with the use of the General Common Elements. The Co-owner of a Unit shall be liable for injuries or damages resulting from an accident in his own Unit, to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

XIII.

INSURANCE AND CASUALTY LOSSES

Section 1.

Insurance. The Board of Directors shall have the authority to and shall obtain insurance for all of the insurable improvements on the Property (with the exception of improvements and betterments made by

the respective Owners at their expense) against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard, and shall also obtain a public liability policy covering all General Common Areas and all damage or injury caused by the negligence of the Association or any of its agents, which public liability policy shall have limits of at least \$300,000 per claimant for bodily injury. Notwithstanding the above requirement, the Board shall have the discretion to purchase insurance with deductible provisions in whatever amount it chooses, and in the event of loss to require each Owner to pay his appropriate share of the deductible portion of any costs of repair and rebuilding. Premiums for all such insurance shall be paid by the Association. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for itself and each of the Unit Owners. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company or companies licensed to do business in the State of South Carolina and holding a rating of "AA" or better by Best's Insurance Reports.

(b) All policies shall be for the benefit of the Unit Owners, their mortgagees, and the Association as their interests may appear.

(c) Provisions shall be made for the issuance of a certificate of insurance to each Owner and his mortgagee, if any,

which shall specify the amount of such insurance attributable to the entire building.

(d) The original of all policies and endorsements thereto shall be deposited with the Board of Directors which shall hold them subject to the provisions of Section 3 of this Article XIII.

(e) Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Board of Directors; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(f) In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or their mortgagees.

(g) The Board of Directors shall conduct an annual insurance review which shall include a replacement cost review, without respect to depreciation, of all insurable improvements on the Property (with the exception of improvements and betterments made by the respective Owners at their expense).

(h) The Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following: (1) a waiver of subrogation by the insurer as to any claims against the Board of Directors, any professional manager hired by the Association, the Owners and their respective servants, agents and guests; (2) a waiver by the insurer of its right to repair and reconstruct instead of paying cash; (3)

that the master policy on the Property cannot be cancelled, invalidated or suspended on account of any one or more individual Owners; and (4) that the master policy on the Property cannot be cancelled, invalidated or suspended on account of the conduct of any director, officer or employee of the Association without a prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any Owner or mortgagee.

Section 2.

No Partition. There shall be no judicial partition of the Property or any part thereof, nor shall the Developer or any Person acquiring an interest in the Property or any part thereof seek any such judicial partition until the happening of the conditions set forth in Section 4 of this Article XIII in the case of damage or destruction or unless the Property has been removed from the provisions of the Horizontal Property Act as hereinafter prescribed.

Section 3.

Use of Proceeds. (a) All insurance policies purchased by and in the name of the Association shall provide that proceeds covering Property losses shall be paid to the Association.

(b) The duty of the Board of Directors, upon receiving any insurance proceeds, shall be to hold such proceeds in trust for the benefit of the Owners and their mortgagees in the manner described below. An undivided share of such proceeds on account of damage or destruction to the General Common Elements shall be held

in trust for the Owners in accordance with their respective percentages of undivided interest in and to the General Common Elements. Proceeds on account of damage or destruction to Units shall be held in trust for the Owners of the damaged or destroyed Units in proportion to the cost of repairing or reconstructing the damage or destruction suffered by each such Owner. In the event that a mortgagee endorsement has been issued as to any particular Unit, the share of such Unit Owner shall be held in trust for such Owner and his mortgagee as their interests may appear.

(c) Proceeds of insurance policies received by the Board shall be disbursed as follows:

- (1) , If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, all expenses of the Board incurred in handling these funds shall be first paid and the remaining proceeds, or such portion thereof as may be required for such purposes, shall be disbursed in payment for such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such expenses of the Board and paying the cost of repairs or reconstruction shall be disbursed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

- (2) If it is determined as provided for in Section 4 of this Article XIII that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed to such Persons as therein provided.
- (3) Any and all disbursements of insurance proceeds to be made by the Board for any purpose whatsoever shall be made pursuant to and in accordance with a certificate of the Association signed by the President or Vice-President and attested by the Secretary setting forth whether or not the damage or destruction is to be repaired or reconstructed and whether the damage or destruction was to the General Common Elements or one or more Units or both. If the damage or destruction is not to be repaired or reconstructed, said certificate shall direct that disbursements be made by the Board as provided in accordance with the terms of Section 4(c) of this Article XIII.

If the damage or destruction is to one or more Units and is to be repaired or reconstructed, said certificate shall also be signed by or on behalf of the mortgagee or mortgagees, if any, known by the Board to have an interest

in or lien upon such Unit or Units and may direct that disbursements be made by the Board to those Persons and in such amounts as may be specified therein or, in the alternative, said certificate may authorize the Board to make disbursements upon and pursuant to such written authorizations as may be submitted to it by an architect or other Person named therein as having been employed by the Association to supervise or observe such repairs.

Section 4.

Damage and Destruction. (a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which it existed prior to the fire or other casualty with each Unit and the General Common Elements having the same vertical and horizontal boundaries as before.

(b) Any such damage or destruction shall be repaired or reconstructed unless such damage encompasses and renders uninhabitable more than two-thirds of the Units affected by this Master Deed.

If the damage or destruction does encompass or render uninhabitable more than two-thirds of the Units, then the damage shall be repaired or reconstructed if the owner of two-thirds (2/3) of the Units in the Regime shall vote to repair or reconstruct. The Board shall obtain detailed estimates of the costs of repair or reconstruction and make such report available to all Unit Owners within thirty (30) days after said casualty occurs.

(c) If such damage or destruction does encompass more than two-thirds of the Units as hereinabove provided and the Unit owners do not vote to repair and reconstruct as aforesaid, the insurance proceeds paid with respect to such damage shall be delivered to the Unit Owners in accordance with their respective ownership of the General Common Elements unless three-fourths of such Owners (with the consent of their respective mortgagees) shall determine that the proceeds should be delivered in some other manner. In the event that it is determined that the damage or destruction shall not be repaired or reconstructed, as hereinabove provided, then and in that event, (1) the Property shall be deemed to be owned in common by the Unit Owners, and the Association shall file in the RMC Office for Lexington County, South Carolina, a certificate stating that the Property is removed and released from the Horizontal Property Regime established herein, setting forth the reasons for such removal; (2) the undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be the percentage of undivided interest previously owned by such Owner in the General Common Elements; (3) any liens affecting any of the

Units shall be deemed to be transferred in accordance with the existing priorities to the percentage of undivided interest of the Unit Owner in the Property; (4) the Unit owners shall be required to utilize available funds to remove damaged buildings and restore the grounds to an attractive condition; and (5) the Property shall be subject to an action for partition at the suit of any Unit Owner in which event the net proceeds of sale shall be paid to the Board. Said net proceeds of sale, together with the net proceeds of the insurance on the Property, shall be considered as one fund which, after paying all expenses of the Board, shall be divided among all of the Unit Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the General Common Elements, after first paying out of the respective share of the Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Unit Owner.

Section 5.

Repair and Reconstruction. (a) If the damage or destruction for which the insurance proceeds are to be paid to the Board is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall levy a Special Assessment against all Owners of the damaged Units in proportion to their respective undivided interest in the General Common Elements, in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. In the event any such Owners shall refuse

to pay their Special Assessments, then so long as those who refuse to pay shall constitute a minority of the total number of Owners affected by such damage, then the majority may proceed with the reconstruction at the expense of all such Owners, including the dissenting minority, and the Special Assessment plus interest at the highest rate allowed by law (maximum 12%) from the date of said Assessment hereinabove referred to shall be treated as a lien on the Unit of any Owner who refuses to pay, enforceable in accordance with the terms of Article XIV herein. In such event, the majority may proceed following the passage of an appropriate resolution to that effect at a meeting of the Association called for such purpose.

(b) Any and all sums paid to the Association under and by virtue of those Special Assessments provided for above to defray the estimated excess cost of repair or reconstruction shall be deposited with the Board. The proceeds from insurance and Assessments, if any, received by the Board, when the damage or destruction is to be repaired or reconstructed, shall be disbursed as provided for in Section 3 of this Article XIII.

Section 6.

Minor Repairs. (a) Notwithstanding the foregoing provisions of this Article XIII, in the event of damage by fire or other casualty to the General Common Elements covered by insurance written in the name of the Association for which the insurance proceeds or paid therefor are less than One Thousand Dollars (\$1,000.00) and the estimated cost of repairing such damage is less than twice the amount of such proceeds, then the instrument by means of which such

proceeds are paid shall be made out to the Association and delivered to the Board, and the damage shall be repaired in accordance with the provisions set forth below.

(b) If the damage is confined to the General Common Elements, such insurance proceeds shall be used by the Association to defray the cost of such repairs. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be retained by the Association or its duly authorized agent and placed in the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the General Common Elements. If the cost of such repairs exceeds the amount of such insurance proceeds, such excess may be provided either by means of a Special Assessment levied by the Board of Directors without a vote of the members, against all Owners in proportion to each Owner's share in the General Common Elements or by means of an appropriation from the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the General Common Elements as the Board of Directors in the exercise of its sole discretion may determine.

(c) If the damage is confined to a single Unit, such insurance proceeds shall be used by the Association to defray the cost of such repairs. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be paid jointly to the Owner and his mortgagee, if any, who may use such proceeds as they alone may determine. If the cost of such repairs exceeds the

amount of such insurance proceeds, such excess shall be provided by means of a Special Assessment levied by the Board of Directors without a vote of the members, against the Owner of the damaged Unit. Payments for repairs, provided for in the subparagraph (c) shall be made only after all such repairs have been completed and approved by the Association, the Owner and his mortgagee, if any, which approval shall not be unreasonably withheld.

XIV.

ASSESSMENTS

Section 1.

Creation of the Lien and Personal Obligation of Assessments.

Subject to the provisions of Sections 7 and 10 of this Article XIV, the Developer for each Unit owned by it, hereby covenants, and each Owner of any Unit, by acceptance of a deed therefor whether or not is shall be so expressed in any such deed is deemed to covenant and agree to pay to the Association: (a) Annual Assessments or charges, and (b) Special Assessments, such Assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on and a continuing lien upon the Unit against which each such Assessment is made. A notice claiming such lien may be filed for record by the Association in the Office of the Register of Mesne Conveyances of Lexington County, South Carolina, but in no event shall any claim of lien be filed until such sums remain unpaid for not less than 30 days after the same shall become due. Such a

claim of lien shall also secure all Assessments which come due thereafter until the claim of lien is satisfied. Each Owner shall be liable for his portion of each Assessment coming due thereafter until the claim of lien is satisfied. Each Owner shall be liable for his portion of each Assessment coming due while he is the Owner of a Unit, and his grantee upon written request shall be jointly and severally liable for such portion thereof as may be due and payable at the time of a conveyance, but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor; provided, however, that any such grantee shall be entitled to a statement from the Board of Directors setting forth the amount of the unpaid Assessments against the grantor and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid Assessments against the grantor in excess of the amount therein set forth. The purchaser of a Unit at a judicial or foreclosure sale or a mortgagee taking a deed in lieu of foreclosure shall be liable only for Assessments coming due after the date of such sale.

Section 2.

Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property and in particular for the improvement and maintenance of the Property, services and facilities devoted to this purpose and related to the use and enjoyment of the General Common Elements and of the

Units situated upon the Property and facilities and services generally available to residents of the Hulon Greene community. Such Assessments shall include, but shall not be limited to, funds for the actual costs to the Association for all administration services, insurance, repairs, replacements and maintenance of the Units and General Common Elements as may be required by the Master Deed and as may from time to time be authorized by the Association's Board of Directors. Other facilities and activities to be paid for by means of such Assessments include management fees, mowing grass, caring for the ground, landscaping, exterior roofing (shingles) and outer surfaces of exterior walls of the Units, garbage pickup, elevator service and maintenance, sprinkler system, and the establishment and maintenance of a reserve fund for repairs, replacements and maintenance of General Common Elements. (All of the above are herein sometimes referred to as "Common Expenses"). It is anticipated that ad valorem taxes and governmental assessments, if any, upon the Property will be assessed by the taxing authorities upon the Unit Owners, and that each such Assessment will include the assessed value of the Unit and of the undivided interest of the Unit Owner in the General Common Elements. Any such taxes and Special Assessments upon the Property which are not so assessed shall be included in the budget of the Association as recurring expenses and shall be paid by the Association as a Common Expense. Each Unit Owner is responsible for making his own return of taxes and such return shall include such Owner's undivided interest in the General Common Elements.

Section 3.

Basis and Maximum of Annual Assessments. (a) Until December 31, 1985, the maximum Annual Assessment shall be the amount designated for each Unit on Exhibit "C". From and after December 13, 1985, the maximum Annual Assessment may be increased effective January 1st of each year without a vote of the Owners by the greater of ten percent (10%) or the rise, if any, of the numerical rating for the preceding month of December above such rating for June 1, 1985, as established by the Consumer Price Index for Urban Wage Earners and Clerical Workers (published by the Department of Labor, Washington, D.C.) applicable to West Columbia, South Carolina, the successor thereto or other comparable consumer price index should that described herein be discontinued or no longer made available to the Association. For purposes of determining the allowable increase for 1985, the assessments shown on Exhibit "C", page 1, shall represent the base from which the permitted increase shall be determined, even if a portion of the maximum assessment shown thereon shall have been deferred (and hence not charged) during 1985 or in the first full year of operations where actual costs can be determined, whichever is later.

(b) From and after January 1, 1986, the maximum Annual Assessment for any succeeding year may be increased above the greater of ten percent (10%) or the rise, if any, of the Consumer Price Index formula provided that any such change shall require the consent of a majority of the votes of the Owners who are voting in person or by proxy, at a meeting duly called for this purpose,

written notice of which shall be delivered to all Units or sent to all Owners not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of this meeting.

(c) After consideration of current maintenance costs and other needs of the Association, the Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum.

Section 4.

Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Board of Directors may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of General Common Elements, including the necessary fixtures and personal property related thereto; provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be delivered to all Units or sent to all Owners not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of this meeting.

Section 5.

Rate of Assessment. Subject to the provisions of Sections 7 and 10 of this Article XIV, and unless otherwise expressly provided herein, each Owner's share of Special Assessments shall be in proportion to his percentage of undivided interest in and to the General Common Elements as provided for herein and as shown on Exhibit "C".

Section 6.

Quorum for Any Action Authorized under Sections 3 and 4. At the first meeting called pursuant to Sections 3 and 4 of this Article XIV, the presence at the meeting of Owners or of proxies entitled to cast sixty-six percent (66%) of all the votes of the Association shall constitute a quorum. If the required quorum is not forthcoming at the first meeting called, not more than two subsequent meetings may be called, subject to the notice requirement set forth in said Sections 3 and 4, and the required quorum at any such subsequent meeting shall be persons (and/or proxies) controlling fifty percent (50%) of the total eligible votes. No such subsequent meeting shall be held more than 30 days following the preceding meeting.

Section 7.

Date of Commencement of Annual Assessments. The Annual Assessments provided for in this Article XIV shall be established on a calendar year basis and shall commence as to each Unit conveyed by the Developer to another Owner on the date of each such conveyance. The first Annual Assessment for each Unit thus conveyed shall be adjusted according to the number of days remaining in the calendar year. Except for that portion of each such adjusted Assessment as may be attributable to the number of days remaining in the month of conveyance which shall be paid to the Association at the time of such conveyance, each such adjusted Assessment shall be paid by the Owner to the Association in equal monthly installments commencing on the first day of the month following such conveyance. Thereafter,

the Board of Directors shall fix the amount of the Annual Assessment against each Unit and deliver written notice of same to each Unit or send written notice of same to every Owner subject thereto at least 10 days in advance of each Annual Assessment period. Unless otherwise provided by the Board of Directors, one-twelfth (1/12) of the Annual Assessment for each Unit shall become due and payable on the first day of each month during the Assessment period and shall be paid to the Association when due without further notice from the Association.

Until the Developer shall no longer own any Units, or at such earlier time as Developer may select, those Units not previously conveyed by the Developer to other Owners shall be exempt from the Assessments created herein, as provided for in Section 10 of this Article XIV, although the Developer shall provide such additional funds as may be necessary to defray all Common Expenses accruing up to such time; such additional funds to be provided by the Developer without cost to or claim for reimbursement by the other Owners and as and when necessary (in Developer's reasonable discretion) in order to administer the Regime in the manner provided for and contemplated herein. If Developer elects to begin paying assessments prior to conveying away all of its Units, then all Units which it owns shall be and become subject to the Assessments provided for in this Article XIV at such rates and on such terms and conditions as may then be applicable to all Units conveyed by the Developer prior thereto; and Developer's sole responsibility thereafter for Annual and Special Assessments will be to pay the

Assessment attributable to Units owned by Developer. If, after such time as the Developer delivers management of the Regime to the Association, the Assessments provided for in this Article XIV should prove inadequate for any reason, including non-payment of any Owner's Assessment, the Board of Directors may, at any time, levy additional Assessments in like proportion.

Section 8.

Effect of Non-Payment of Assessments: Remedies of the Association.

Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at the highest rate allowed by law (maximum 12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose its lien against such Owner's Unit, in which event, interest, costs and attorneys' fees as allowed by law shall be added to the amount of such Assessments as may then be due. Each Owner, by his acceptance of a deed to a Unit, vests in the Association or its agents the right and power to bring all actions against him personally for the collection of such charges as a debt or foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article XIV shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Unit at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise

escape liability for the Assessments provided for herein by non-use of the General Common Elements or abandonment of his Unit.

Section 9.

Priority of Lien. The lien of the Assessments provided for in this Article XIV shall be prior and superior to all other liens except only (a) ad valorem taxes and (b) first mortgages of record. The sale or transfer of any Unit shall not affect the Assessments lien; provided, however, that the sale or transfer of any Unit pursuant to the foreclosure of a first mortgage thereon or by deed in lieu of foreclosure, shall extinguish the lien of such Assessments as to the payments thereon which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 10.

Exempt Property. All Units in the Development shall be exempt from the Assessments created herein until each is conveyed by the Developer to another Owner or until Developer elects to start paying assessments on remaining Units it owns as hereinabove provided.

XV.

REMEDIES

In the event of any default by any Unit Owner under the provisions of this Master Deed, the aforesaid Horizontal Property Act, the Bylaws, or rules and regulations of the Association, the Association and the Board of Directors shall have each and all of the rights and remedies which may be provided for in said Act (except as limited in the Master Deed or Bylaws), the Master Deed,

the Bylaws or said rules and regulations or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting party and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien, the appointment of a receiver for the Unit and ownership interest of such Owner, monetary damages, injunctive relief including specific performance, or any combination of remedies or other relief. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees, and all damages, liquidated or otherwise, together with interest thereon at the legal rate, until paid, shall be charged to and assessed against such defaulting Unit Owner and shall be added to and deemed part of his assessment, collectible by the Association as hereinabove provided. In the event of any such default of any Unit Owner, the Association shall have the authority to cure or correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or its Board of Directors.

XVI.

COMMON SURPLUS

The "Common Surplus" (meaning all funds and other assets of the Association, including funds on hand from any source in excess of expenses incurred) shall be owned by the Owners of all

Units in the same proportion as the undivided interest in General Common Elements appurtenant to each Co-owner's Unit; and may be utilized or distributed only as provided herein. Except for distributions of insurance proceeds in certain cases as herein provided, any distribution of Common Surplus shall be made to the then Co-owners of Units in accordance with their percentage interest in Common Surplus as declared above. The decision to distribute Common Surplus must be approved by vote of two-thirds of the eligible votes of Unit Co-owners.

XVII.

TERMINATION

Except for fire or other casualty or disaster (in which event this Master Deed may be terminated by the Board of Directors as provided in Article XIII, Section 4(c)) and notwithstanding any other provision herein to the contrary, this Master Deed and Regime may only be terminated by the unanimous consent of all of the Co-owners of all Units and all of the parties holding mortgages, liens or other encumbrances against any of said Units, in which event the termination of the Regime shall be by such plan as may be then adopted by the Association and parties holding any mortgages, liens or other encumbrances. Such election to terminate this Master Deed and Regime shall be executed in writing by all of the aforesaid parties, and such instrument shall be recorded in the RMC Office for Lexington County, South Carolina.

Termination of the Master Deed shall not relieve Co-Owners of Units from responsibilities assumed by the Association under

contracts for maintenance of the grounds in the Property and the Association's pro rata share of expenses of maintenance of the grounds, roads, etc., in Hulon Greene.

XVIII.

AMENDMENT OF MASTER DEED

This Master Deed may be amended at any regular or special meeting of the Unit Co-owners of the Regime, called and convened in accordance with the Bylaws, by the affirmative vote of at least two-thirds (2/3) of the total eligible votes of the members of the Association; provided, so long as Developer owns any Units, its consent shall be required for any amendment; provided, however, that Article XVII hereof may be amended only with the unanimous consent of the total eligible votes of the members of the Association; provided further, however, that any amendment shall be effective only upon approval of the Hulon Greene Homeowners Association.

All Amendments shall be executed and recorded, as required by the Act and other applicable statutes. No Amendment shall change the location or dimensions of any Unit, nor a Unit's proportionate share of the Common Expenses or Common Surplus, nor the voting rights appurtenant to any Unit (except in the event additional phases are added pursuant to Article XX), unless the record Owner(s) thereof, and all record owners of mortgages or other voluntarily placed liens thereon, shall join in the execution of the Amendment. No Amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgagees. No Amendment shall change

the provisions of this Master Deed with respect to institutional mortgagees without the written approval of all institutional mortgagees of record.

Amendments to the Master Deed for the purpose of further identifying or correctly describing the dimensions or location of any Unit shall be made as and when the construction of the Building is completed and shall require approval and signature of the Developer only.

XIX.

MISCELLANEOUS PROVISIONS

Section 1.

Default in Payment of Taxes. In the event a Unit Owner defaults in the payment of any ad valorem taxes assessed against his Unit, the Association will have the right to cure such default and to treat the amount spent in so doing as a lien against the Owner's Unit, enforceable as hereinabove provided with respect to regular and special Assessments against such Unit.

Section 2.

Association Board of Directors. The Developer shall have the continued right to designate one member of the Board of Directors of the Association until such time as the Developer chooses to relinquish that right. The person so designated shall not be required to be the Owner of a Unit, and such person shall be entitled to vote on any matter affecting the Developer without disqualification, even though selected by and even if affiliated with the Developer.

Section 3.

Right of Access of Developer to Complete the Project. Each person who hereafter becomes an Owner consents to the Developer, its successors, assigns or designees, going and working upon the General Common Elements in order for the Developer to complete the construction of the project.

Section 4.

Reservation of Right to Connect Utilities. The Property is subject to utility easements for drainage, exterior sprinkler systems, cable T.V., telephone, electricity, water and sewer. The Developer, its successors and assigns, reserve the right to connect said utilities for future projects or additional projects whether they be Horizontal Property Regimes, Unit projects, planned unit developments, single family residences, or otherwise.

Section 5.

Certain Rights of Holders of Institutional First Mortgages. Any institutional holder of a first mortgage on a Unit will, upon request, be entitled to: (a) inspect the books and records of the Property and the Association during normal business hours; and (b) receive an annual audited financial statement of the Association within 90 days following the end of any fiscal year; and (c) written notice of all meetings of the Owners. Any such mortgage holder shall also be permitted to designate a representative to attend all such meetings. In the event of substantial damage to or destruction of any unit or any part of the General Common Elements, any institutional holder of a first mortgage on a Unit will be entitled to

timely written notice of any such damage or destruction and no provision of any document establishing the Regime will entitle the Owner of a Unit or other party to priority over such institutional holder with respect to the distribution of insurance proceeds attributable to the Unit. If any Unit or portion thereof or any of the General Common Elements or any portion thereof is made the subject matter of any condemnation of eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then such first mortgage holder will be entitled to timely written notice of any such proceeding or proposed acquisition; and no provision of any document establishing the Regime will entitle the Owner of a Unit or other party to priority over such institutional holder with respect to the distribution to such Unit Owner of the proceeds of any award or settlement.

Section 6.

Condemnation. In the event that one or more Units, or any part or parts thereof, shall be taken by any authority having the power of eminent domain, the awards or proceeds therefrom shall be distributed directly to the Owners of such Units and/or their mortgagees. Following the completion of such procedure, this Regime shall be deemed and considered amended to the extent necessary to delete such Unit and its Owner from the Regime itself and ownership therein. The Association shall then have the right to make such adjustments as shall be necessary to compensate for the deletion of such Units, including additions to the Annual and Special Assessments, amendments to the percentage rights of the remaining Owners in the

ownership of the General Common Elements, etc. Proceeds from the taking of any General Common Elements shall be paid to the Association, to be retained by the Association or distributed to Unit Owners in accordance with decisions to be made by the Association.

Section 7.

Reservation of Right of Developer to Grant Easements. The Developer hereby reserves the right to grant easements to the proper public authorities for sewer lines and facilities, cable T.V., water lines, telephone lines and gas service lines.

Section 8.

Binding Effect. The restrictions and burdens imposed by this Master Deed are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Unit and its appurtenant undivided interest in General Common Elements. This Master Deed shall be binding upon the Developer, its successors and assigns, and upon all parties who may subsequently become Owners of Clubview Horizontal Property Regime.

Section 9.

Severability and Rule Perpetuities. If any provisions of this Master Deed or the Bylaws shall be held invalid, it shall not affect the validity of the remainder of the Master Deed and the Bylaws. If and only if any provision of either said instrument would otherwise violate the rule against perpetuities or any other rule, statute or law imposing time limits, then such provision shall be deemed to remain in effect until one (1) day prior to the expiration of the maximum time period allowed under said time limits.

ADDITIONAL PHASESSection 1.

Annexation of Additional Phases. Developer owns land (shown as "Future Development") adjacent to the Property and may acquire all or part of the land shown as Parcel "BE" containing 3.94 acres upon which Developer may build additional buildings containing additional condominium units to be annexed into the Clubview Horizontal Property Regime. The additional property is described on page 2 of Exhibit "A" attached hereto. Developer reserves and shall have the right to annex as many as thirteen (13) additional buildings into the Regime with an aggregate maximum of two hundred (200) Units. The annexation of these additional buildings may be accomplished in phases. Any phase may incorporate one or more of the additional buildings.

Section 2.

Deadline for Completion. In the event Developer has not completed necessary steps to incorporate any of the thirteen (13) additional buildings into the Regime by December 30, 1995, then the Developer's rights to annex any additional buildings or phases into the Regime shall terminate and expire. Such rights also expire as to any portion of the property shown on page 2 of Exhibit "A" by the filing of a declaration by Developer, on a deed including such declaration, that such land shall not become part of the Regime.

Section 3.

Amendments to Master Deed. The annexation of additional phases into the Regime shall be accomplished by the filing in the RMC Office of

Lexington County, South Carolina, of amendments to this Master Deed, executed by the Developer only, setting forth appropriate language to cause each additional building and property to become subject to this Master Deed. Each such amendment shall also include amendments to appropriate sections of Exhibit "B" hereto, showing the exact location and dimensions of the additional property added into the Regime by such amendment as well as the location and dimensions of all of the new Units and the General Common Elements being added to the Regime.

The schedule of Basic Values attached hereto as Exhibit "C" represents only the first Building and the first phase of the Regime. The schedules set forth in Exhibit "C-1" through Exhibit "C-12" will be the effective schedules of Basic Values at the time each additional Building is added to the Regime. The amendment which will be filed to reflect the addition of each new building to the Regime shall specifically reference the appropriate amended schedule and that amended schedule shall be effective until and unless another amendment adding another building shall be filed.

All Units and Unit Owners in additional phases to the Regime shall be subject to the same restrictions, requirements, and obligations as are imposed upon Unit Owners in this Master Deed, including the obligation to pay Annual and Special Assessments; and all such Unit Owners shall automatically be members of the Clubview Association and the Hulon Greene Homeowners Association.

The amendments adding future phases will also describe and assign any covered parking and general parking spaces included in each phase.

IN WITNESS WHEREOF, the undersigned general partnership by its partners hereby set its hands and seals the day and year first above written.

HULON GREENE ASSOCIATES, A PARTNERSHIP

BY: PALMETTO HEALTH SYSTEMS, INC.
(PARTNER)

IN THE PRESENCE OF:

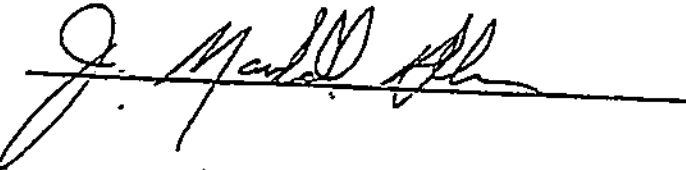
J. Marshall
Stacy

By: *Ashley C. Taylor* (SEAL)
Its: *Secy Treas.*

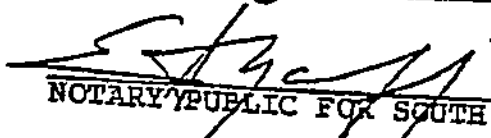
STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

PROBATE

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that (s)he saw the within named Developer, a partnership, by and through its duly authorized partner, sign, seal and as the act and deed of the partnership deliver the within Master Deed and that said witness, together with the other witness whose name is also above subscribed, witnessed the execution of the within Master Deed.



SWORN TO BEFORE ME THIS 26th
DAY OF August, 1985.


NOTARY PUBLIC FOR SOUTH CAROLINA (SEAL)
MY COMMISSION EXPIRES: 8-31-91

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

)
)
)
AMENDMENT NO. 1
TO MASTER DEED ESTABLISHING
CLUBVIEW HORIZONTAL PROPERTY
REGIME

THIS AMENDMENT NO. 1 TO MASTER DEED ESTABLISHING CLUBVIEW HORIZONTAL PROPERTY REGIME, made and executed this 5th day of October, 1995, by the undersigned, being and constituting at least two-thirds (2/3) of the total eligible votes of the members of the Association,

WITNESSETH THAT:

WHEREAS, by Master Deed establishing Clubview Horizontal Property Regime dated August 26, 1985, and recorded August 27, 1985, in Deed Book 748 at page 1, in the Office of the Register of Mesne Conveyances for Lexington County, the real property therein described was submitted to the provisions of the Horizontal Property Act of South Carolina; and

WHEREAS, Article XVIII of said Master Deed provides that it may be amended by the affirmative vote of at least two-thirds (2/3) of the total eligible votes of the members of the Clubview Association, a non-profit organization owned and operated by the co-owners of the units in said Horizontal Property Regime; and

WHEREAS, the undersigned, being and constituting more than the plurality required by Article XVIII to amend the Master Deed, have voted to amend the Master Deed as hereinafter set forth,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Master Deed be and it is hereby amended as follows:

1. Article II, Section 2 is hereby amended so that, as amended, said Section shall read as follows:

Section 2.

Ownership of Units and Covered Parking Spaces. Each separate Unit depicted and designated in Exhibit "B" shall be conveyed and treated as an individual property capable of independent use and fee simple ownership. The owner of an individual Unit shall own, as an appurtenance to the ownership of the Unit, an undivided interest in the General Common Elements, being that percentage allocated to the respective Unit as set forth in the schedule attached hereto as Exhibit "C," and by this reference incorporated herein. The percentage of undivided interest in the General Common Elements allocated to each Unit shall not be changed except with the unanimous consent of all co-owners of all Units and all record owners of mortgages thereon. The owner of a Unit shall own in fee simple all spaces and improvements lying above the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and below the undecorated and/or unfinished inner surfaces on the ceilings of each Unit. The Unit shall not include the spaces and improvements lying outside or beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and the floors, above the undecorated and/or unfinished inner surfaces of the ceilings, and beneath or behind the undecorated and/or unfinished inner surfaces of all interior load-bearing walls and/or partitions. The Units shall exclude all fire sprinkler system pipes and sprinkler heads, regardless of location. The Units shall further exclude balcony railings and all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services, including television antenna cables, to the Units and to the General Common Elements. All of the aforementioned items excluded from Units shall be included in the definition of General Common Elements for purposes of this Master Deed. The Units shall, however, include the interior non-loadbearing walls and partitions contained in the Unit, and the inner decorated and/or finished surfaces of perimeter walls, floors and ceilings, including paint and wallpaper. The windows and doors are part of the Unit provided the Association shall have the sole responsibility for maintaining the outside surfaces of doors which provide access into the Units from the halls.

The covered parking and parking spaces therein, if constructed, shall be built over a portion of the parking

spaces shown on Exhibit "B" and shall be General Common Elements. However, the exclusive rights to utilize the numbered parking spaces therein shall be associated with and appurtenant to the ownership of certain Units, and such exclusive rights shall be deemed to "run with the land" for the benefit of owners of the designated Units, in perpetuity, until and unless the horizontal property regime created hereby shall be abandoned or the owners of such rights shall relinquish them by written amendment to this Master Deed, signed by all owners of the parking covered parking rights, filed in the RMC Office of Lexington County, South Carolina.

The designation of Units to which said covered parking rights shall be assigned will be set forth in an amendment to this Master Deed to be signed by the Developer and filed in the RMC Office of Lexington County, South Carolina.

Notwithstanding any provision herein to the contrary, the owners of the covered parking rights shall be required to pay a supplementary fee each month along with their monthly payments of Annual Assessments (hereinafter defined), to be utilized for maintenance, upkeep, repairs, replacements, and other expenses attributable to the covered parking. The amount of such supplementary fee shall be set by the Developer and may be changed from time to time by the Board of Directors of the Association (hereinafter defined) in the same manner as is prescribed for changes in the Annual Assessments set forth in Article XIV of this Master Deed. These funds shall be managed by the Association along with other assessments; provided the Association shall keep records of all amounts received as supplementary fees for the covered parking and all expenditures thereof.

The air-conditioning condensers, patios, balconies, water heaters, porches, storage rooms, chimneys and decks which are attached to, attributed to, or contiguous to, designated by Developer for use by the owner of a particular Unit shall be considered General Common Elements; provided that they shall be possessed, used and enjoyed exclusively by the owner of the appropriate Unit, unless all of the owners of Apartments in the Building shall elect to distribute or allocate the use and enjoyment of such General Common Elements in some other manner. Any area or equipment used solely for the benefit of an ownership unit shall be the owner's responsibility for repair and replacement.

The storage rooms located on each floor of the Building and accessible from the hallway on each floor shall be General Common Elements but shall be possessed, used and enjoyed exclusively by the owners of Units to which they are initially assigned by Developer, and keys to such Units shall be issued only to the owners of such Units. Use of these rooms shall be subject to any rules and regulations pertaining to such closets as may be adopted by the Association.

The legal description of each Unit shall consist of the identifying number of such Unit as shown on Exhibit "B." Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as shown on Exhibit "B" followed by the words "in Clubview Horizontal Property Regime."

2. Article X, Section 1 (a) is hereby amended, so that as amended, said subsection shall read as follows:

(a) To maintain in good condition and repair his Unit and all interior surfaces within his Unit (such as the surfaces of the walls, ceilings and floors) whether or not part of the Unit or General Common Elements, and the entire interior of his Unit, and to maintain and repair the fixtures and equipment located within or exclusively serving his Unit, which include but are not limited to the following, where applicable: air-conditioning and heating unit, including any air-conditioning condenser unit which may be outside the Unit; refrigerators, stoves, fans, water heaters, dishwashers, and other appliances; drains, plumbing fixtures and connections, sinks, all plumbing and water lines within the Unit; electric panels and wiring, electric outlets and fixtures within the Unit; doors, windows, screening and glass. Each Owner shall pay for such utilities as are separately metered to his Unit. Where a Unit is carpeted (or has other floor covering), the cost of replacing carpeting or such other floor covering shall be borne by the Owner of said Unit. Except for balcony railings, the Owner shall pay for the maintenance and painting of any deck, balcony, or patio appurtenant to his Unit, provided the Association shall have the right and responsibility to direct the manner in which such maintenance and painting shall be performed, including the color and frequency of repainting.

3. Article XI is hereby amended, so that as amended, said article shall read as follows:

ITEM XI

MAINTENANCE AND REPAIR OF GENERAL COMMON ELEMENTS BY ASSOCIATION

The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the General Common Elements. The responsibility of the Association for such maintenance and repair shall include the General Common Elements which contribute to the support of the Buildings and all conduits, ducts, plumbing, wiring and other facilities located in the General Common Elements. Should any incidental damage be caused to any Unit by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair or replacement of any General Common Elements, the Association shall, at its expense, repair such incidental damage.

4. Except as herein provided, said Master Deed shall remain of full force and effect.

5. Hulon Green Homeowners Association has executed this Amendment to indicate its approval thereof.

IN WITNESS WHEREOF, the undersigned members of the Clubview Horizontal Property Regime have hereunto set their hands and seals on the day and year first above-written.

WITNESSES:

Ann Thompson
Mary Salthouse

HULON GREEN HOMEOWNERS ASSOCIATION (SEAL)

By: *Thomas N. Salthouse*

Its: President

(Continued on Page 6)

Phelbe Anna Thompson
Mrs. Earl Thompson

(Continued from Page 5)

Orson G. Bone (SEAL)
ORSON G. BONE

Geraldine S. Bone (SEAL)
GERALDINE S. BONE

Roger J. Catarino (SEAL)
ROGER J. CATARINO

Linda P. Catarino (SEAL)
LINDA P. CATARINO

June Cooper (SEAL)
JUNE COOPER

E. Gordon Deane (SEAL)
E. GORDON DEANE

Betty Anderson Deane (SEAL)
BETTY ANDERSON DEANE

Garnett D. Dulong (SEAL)
GARNETT D. DULONG

William T. Frame (SEAL)
WILLIAM T. FRAME

Doris H. Frame (SEAL)
DORIS H. FRAME

Grace H. Hardy (SEAL)
GRACE H. HARDY

Harry T. Huffman (SEAL)
HARRY T. HUFFMAN

Julia H. Huffman (SEAL)
JULIA H. HUFFMAN

Evelyn B. Hydrick (SEAL)
EVELYN B. HYDRICK

Marjorie B. Jamison (SEAL)
MARJORIE B. JAMISON

James G. Jardin (SEAL)
JAMES G. JARDIN

(Continued on Page 7)

(Continued from Page 6)

Elizabeth T. Jardin (SEAL)
ELIZABETH T. JARDIN

Lucille M. Kelly (SEAL)
LUCILLE M. KELLY

Reba Marie Lindsey (SEAL)
REBA MARIE LINDSEY

Doris B. Mills (SEAL)
DORIS B. MILLS

Edna B. Moore (SEAL)
EDNA B. MOORE

M. W. Morris (SEAL)
MCLENDON G. MORRIS

Patsy C. Power (SEAL)
PATSY C. POWER

Hazel C. Price (SEAL)
HAZEL C. PRICE

Minnie B. Richardson (SEAL)
MINNIE B. RICHARDSON

Verma E. Robinson (SEAL)
VERNA E. ROBINSON

A. Dell Shuman (SEAL)
A. DELL SHUMAN

Doris T. Smoak (SEAL)
DORIS T. SMOAK

Mary Elizabeth Snowden (SEAL)
MARY ELIZABETH SNOWDEN
STACKHOUSE

Elizabeth S. Stork (SEAL)
ELIZABETH S. STORK

Dermont F. Swicegood (SEAL)
DERMONT F. SWICEGOOD

(Continued on Page 8)

(Continued from Page 7)

Mary L. Tuttle (SEAL)
(MS.) MARY L. TUTTLE

Murray C. Vassar (SEAL)
MURRAY C. VASSAR

Marian L. Wardle (SEAL)
MARIAN L. WARDLE

Frances G. Wilson (SEAL)
FRANCES G. WILSON

Marie J. Wood (SEAL)
MARIE J. WOOD

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

PROBATE

PERSONALLY appeared before me the undersigned witness, who, after being duly sworn, says that (s)he saw the within-named Hulon Green Homeowners Association, by Thomas W. Salthouse, its President, sign, seal and deliver the within Amendment No. 1 to Master Deed Establishing Clubview Horizontal Property Regime, and that (s)he together with the other witness whose signature appears above, witnessed the execution thereof.

SWORN to before me this
the 13 day of November, 1995.

Phyllis Ann Thomson

[Signature] (L.S.)
Notary Public for South Carolina
My Commission Expires: 10-27-99

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

PROBATE

PERSONALLY appeared before me the undersigned witness, who, after being duly sworn, says that (s)he saw the within-named Orson G. Bone, Geraldine S. Bone, Roger J. Catarino, Linda P. Catarino, June Cooper, E. Gordon Deane, Betty Anderson Deane, Garnett D. Dulong, William T. Frame, Doris H. Frame, Grace H. Hardy, Harry T. Huffman, Julia H. Huffman, Evelyn B. Hydrick, Marjorie B. Jamison, James G. Jardin, Elizabeth T. Jardin, Lucille M. Kelly, Reba Marie Lindsey, Doris B. Mills, Edna B. Moore, McLendon G. Morris, Patsy C. Power, Hazel C. Price, Minnie B. Richardson, Verna E. Robinson, A. Dell Shuman, Doris T. Smoak, Mary Elizabeth Snowden Stackhouse, Elizabeth S. Stork, Dermont F. Swicegood, (Ms.) Mary L. Tuttle, Murray C. Vassar, Marian L. Wardle, Frances G. Wilson and Marie J. Wood, sign, seal and deliver the within Amendment No. 1 to Master Deed Establishing Clubview Horizontal Property Regime, and that (s)he together with the other witness whose signature appears above, witnessed the execution thereof.

SWORN to before me this
the 13 day of November, 1995.

Mary Salthouse

Kathie Little (L.S.)
Notary Public for South Carolina
My Commission Expires: 10-27-99

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