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MASTER DEED

for

CARNABY SQUARE

HORIZONTAL PROPERTY REGIME
(an expandable condominium)

Columbia, Richland County, South Carolina

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CLERK OF
COUNTY OF
RICHLAND
SOUTH CAROLINA

CARNABY SQUARE - JOINT VENTURE, hereinafter referred to as the "Grantor", as the sole owner in fee simple of the land and improvements hereinafter described, does hereby make, declare, and publish its intention and desire to submit, and does hereby submit the lands and buildings hereinbelow described as Phase I; together with all other improvements thereon, including all easements, rights and appurtenances thereto belonging, to an expandable Horizontal Property Regime, ownership to be known as "Carnaby Square Horizontal Property Regime" (hereinafter termed "Regime" or "Condominium"), in the manner provided for by the Horizontal Property Act found in Title 27, Chapter 31 of the 1976 Code of Laws of South Carolina, as amended (hereinafter termed "the Act"). In conformity with the Act, the Grantor sets forth the following particulars:

A. Legal Description. The lands which are hereby submitted to the Regime are located near Columbia, in the County of Richland, and are more particularly described and delineated as Phase I in Exhibit "A" attached hereto and incorporated herein by reference, being a portion of that property conveyed to the Grantor herein by Columbia Carnaby Square Partners, a limited partnership, by deed dated June 7, 1979, and recorded on June 7, 1979 in the R.M.C. Office of Richland County in Deed Book D 503 at Page 961. Grantor hereby reserves the right and option to

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expand the Regime by annexing thereto that property shown and delineated as Phase II in Exhibit "A", in the manner provided herein.

B. Building Plans and Phasing. In accordance with the applicable provisions of the Act, Grantor hereby indicates an intent to expand this Regime by annexing thereto that property shown and designated as Phase II in Exhibit "A" in accordance with the options set forth hereinbelow.

1. The property subjected to this Master Deed is more particularly shown and delineated on the land survey and plot plan entitled Phase I in Exhibit "A" and the building plans attached hereto as Exhibit "B", said exhibits being incorporated herein by reference. The Phase I improvements include apartment buildings containing ninety-six (96) apartments and adjacent roadways and parking areas, clubhouse, tennis courts and swimming pool. Together with this Master Deed, said Exhibit "B" constitutes a graphic description of all apartments, including their identification numbers, locations, areas and dimensions, and all common elements (general and limited), their relative locations and approximate dimensions.

2. Grantor further plans, in its sole discretion, to expand this Regime by adding up to fifty-four (54) additional apartments, with their respective common elements, said expansion areas being shown and delineated as Phase II on Exhibit "A" hereto attached. A legal description of the land area of Phase II is set out in detail on Schedule 2 attached to said Exhibit "A".

3. Grantor hereby reserves unto itself, the option, to be exercised in its sole discretion, to

(a) expand this Regime by submitting Phase II property as shown and delineated in Exhibit "A"; or

(b) allow this Regime to continue as is without any further expansion.

4. In the event Grantor elects to proceed to enlarge this Regime by adding Phase II, the Grantor shall execute an amendment or amendments to this Master Deed which shall be filed for record in the R.M.C. Office for Richland County, South Carolina not later than five (5) years from the date hereof. Any such amendment or amendments shall fully describe the property being added to this Regime and submit such property to all of the provisions of this Master Deed and exhibits attached hereto, as amended. Such amendment or amendments expanding this Regime, as aforesaid, may be accomplished unilaterally by Grantor without the approval or consent of any co-owner, or mortgagee of any co-owner, of the Regime as constituted at the time of such amendment. Upon the exercise of any such option to expand, as aforesaid, the provisions of this Master Deed shall then be understood and construed as embracing Phase I property and such property as may be described in such amendment, together with all improvements constructed thereon.

Should the expansion option not be exercised within the term specified, it shall in all respects expire and be of no further force and effect. In such event, the Grantor shall not be obligated to impose on the Phase II property any covenants, conditions or restrictions the same or similar to those contained herein; and in such event, all co-owners in Phase I waive any right they may have in or to that property shown as Phase II in Exhibit "A", except the right to require the owner(s) to continue to pay assessments or charges for the right to use any common elements of the Regime, as provided in Paragraph D herein.

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C. Apartments. The Grantor, in order to implement condominium ownership of the above-described premises, covenants and agrees to, and hereby does, subdivide the above-described Phase I property vertically and horizontally into the following Freehold Estates:

1. Ninety-six (96) separate parcels of property, being the ninety-six (96) apartments, together with the shares in the general and limited common elements appurtenant to each apartment, hereinbefore and hereinafter more particularly described, and as shown graphically in Exhibits "A" and "B", attached hereto. Said Exhibits delineate the dimensions of each apartment at floor level, the elevation of all floors and ceilings from USC and GS datum, the location and dimensions of the perimeter walls, and the location, dimensions and area of each apartment with reference to established geographical points. Each of the said apartments consists of:

(a) the volumes or cubicles of space enclosed by the unfinished interior surfaces of perimeter walls and the unfinished surfaces of interior walls, ceilings and floors of the apartment, and by any vents, chimneys, doors, windows and such other structural elements that are ordinarily regarded as enclosures of space; and

(b) all interior dividing walls and partitions (including the space occupied by such walls or partitions) excepting, however, load bearing walls and those interior walls and partitions enclosing the common pipe chases and other common facilities; and

(c) the decorated interior surfaces of perimeter walls and the decorated surfaces of interior walls (including load bearing walls, chimneys, and walls enclosing the common pipe chases), floors and ceilings, consisting of, as the case may be, wallpaper, paint, plaster, carpeting, tiles and any and all other finishing materials affixed or installed

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as a part of the physical structure of the apartment; and

(d) all fixtures, appliances, mechanical systems and equipment installed in said apartment which are intended for the sole and exclusive use of the apartment. No pipes, wires, conduits or other public utility lines or installations constituting a part of the over-all systems designated for the service of any other apartment, nor any of the structural members or portions of the apartment building, nor any other property of any kind, including fixtures and appliances within the apartment, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be a part of any individual apartment. The word "apartment" when used throughout this instrument shall be deemed to refer to each of the aforesaid apartments as herein described, and shall have the same meaning as set forth in the Act.

2. A description of the common elements of the Regime (including both the general common elements and the limited common elements) as defined herein and in the Act is as follows:

(a) The parcel of land described and shown as Phase I in Exhibit "A" attached hereto; and

(b) Those portions of the apartment buildings not otherwise herein defined as being embraced within the individual apartments, including but not limited to balconies, the foundations, roofs, floors, ceilings, perimeter walls of apartments, load bearing interior walls and partitions, walls enclosing common pipe chases and other common facilities, slabs, lobbies, corridors, laundry, trash, service and storage rooms, meter and machinery rooms, club houses, lounges and other recreation areas, stairways, entrance and exit or communication ways, patios, pipes, wires, conduits, chimneys, air ducts and public utility lines, including the space actually occupied by the above, all as are more particularly shown in Exhibits "A" and "B" attached hereto; and

(c) All improvements to the premises constructed or to be constructed, such as utilities, roadways, walkways, plants, trees, shrubbery, yards, lawns, gardens, swimming pools, tennis courts, playgrounds, etc., located on said parcel of land; and

(d) Parking facilities as shown in Exhibit "A" attached hereto; and

(e) All other elements of the buildings, not included within the apartments, constructed or to be constructed on the aforesaid parcel of land, rationally of common use or necessary to their existence, upkeep and safety and, in general, all other devices or installations existing for common use; and

(f) All other property of the Regime, whether land, building, improvements, personal property, or otherwise, except such as is included in the apartments as more particularly described in subparagraph (l) herein next above; and

(g) All assets of Carnaby Square Association, Inc. (a non-profit corporation organized for the purpose of carrying out the powers, duties, and obligations of the "Council of Co-Owners" as defined in the Act); and

(h) Easements through apartments for conduits, ducts, plumbing, chimneys, wiring and other facilities for the furnishing of utility services to apartments and the general common elements; and

(i) An easement of support in every portion of an apartment which contributes to the support of the buildings; and

(j) Easements through the apartments and general common elements for maintenance, repair and replacement of the apartments and general common elements; and

(k) Installations for the furnishing of utility services to more than one apartment or to the general common elements or to an apartment other than the one containing the installation, which installation shall include conduits, ducts, plumbing, chimneys, wiring and other facilities for the rendering of such services.

D. Common Elements. The ownership of each apartment shall include an undivided share in and to the common elements as defined herein and in the percentages set forth in Exhibit "C" attached hereto and incorporated by reference herein. It is the intention of the Grantor hereby to provide that the common elements in the Regime shall be owned by the co-owners of the apartments as tenants-in-common, the undivided share of each co-owner being as stated above. In the event Grantor elects to expand the Regime as set forth herein, the percentage interest or undivided share of each co-owner in the common elements shall be adjusted as set forth in Exhibit "C". Carnaby Square Association, Inc., a South Carolina non-profit corporation, hereinafter called the "Association", and being more fully

described in paragraph "H" herein, shall have the power to determine the use to be made of the common elements from time to time, provided that such use shall not discriminate against any co-owner. The Association may establish reasonable charges to be paid to the Association for the use of common elements not otherwise inconsistent with other provisions of this Master Deed or any exhibits hereto. The general and limited common elements are shown graphically in Exhibits "A" and "B" attached hereto. During the time that the expansion option as described hereinabove is in full force and for a period of five (5) years thereafter, the Association shall establish such rules and regulations so as to permit the occupants of the apartments in Phase II to make use of the roadways, clubhouse, pool and tennis courts of this Regime, fixing such fees or charges as the Association deems appropriate under the circumstances. The fees and charges shall never exceed 150% of the charges made to the co-owners of this Regime for the maintenance and upkeep of such facilities.

E. Limited Common Elements. Portions of the common elements are hereby set aside and reserved for the restricted use of certain apartments to the exclusion of the other apartments, and such portions shall be known and referred to herein as limited common elements. The limited common elements restricted to the use of certain apartments are those portions of any walls which are deemed to be common elements and which are within the individual apartments, any roof which covers only one apartment, the stairs, balconies and terraces, as shown graphically in said Exhibits "A" and "B".

F. Undivided Share in Regime. The basic value of each apartment unit and the total value of all the property of the Regime for the sole and exclusive purpose of determining the property rights and obligations of the co-owners is set forth in Exhibit "C" attached hereto. The percentage share

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in the common elements set forth in Exhibit "C" shall also be the percentage appertaining to the several apartments (and their co-owners) in the common expenses and rights in the common surplus, and said percentage shall constitute the proportionate representation appertaining to each apartment for voting purposes in the Council of Co-Owners (see paragraph "H" herein).

G. Apartments and Undivided Shares Inseparable. The common elements, both general and limited, shall remain undivided and shall not be the object of an action for partition or division of the co-ownership; any transfer, conveyance or encumbrance of an individual apartment shall be deemed to also transfer, convey or encumber the undivided interest of the co-owner in the common elements appertaining to the apartment without specifically or particularly referring to same. The Grantor, its successors and assigns and its grantees, their successors and assigns, further covenant and agree that any conveyance, transfer or alienation of any apartment shall conclusively be deemed to include all of the interest of the co-owner in the Association, and any encumbrance upon any apartment shall also be conclusively deemed to attach to all of the interest of the co-owner of said apartment in the Regime. The share of a co-owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred except as an appurtenance to his apartment.

H. Administration of Regime. The Regime shall be administered, supervised and managed by a Council of Co-Owners organized as a South Carolina non-profit corporation known as Carnaby Square Association, Inc. (the "Association"), presently having its principal office at Carnaby Square Apartments, Columbia, South Carolina, which shall act by and on behalf of the co-owners of the apartments in the Regime in accordance with this instrument, the By-Laws of the Association, annexed hereto as Exhibit "E", and in accordance with the Act, as

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amended. The Charter and By-laws, attached as Exhibits "D" and "E", form an integral part of the plan of ownership herein described, shall govern the conduct and affairs of the co-owners of the Regime as well as the members of the Association, and shall be construed in conjunction with the provisions of the Master Deed.

1. Pursuant to the Act the Association is hereby designated as the form of administration of the Regime, and the Association is hereby vested with the rights, powers, privileges and duties necessary or incidental to the proper administration of the Regime, the same being more particularly set forth in the Charter and By-Laws of the Association hereto attached as Exhibits "D" and "E". The Association shall also be empowered and is hereby empowered to exercise any of the rights, powers, privileges or duties which may, from time to time, be established by law or which may be delegated to it by the co-owners of apartments in the Regime.

2. The co-owner of an apartment shall automatically, upon becoming the co-owner of an apartment, be a member of the Association, and shall remain a member of said Association until such time as his, her or its ownership ceases for any reason, at which time, his, her or its membership in said Association shall automatically cease. Other than as an incident to a lawful transfer of the title to an apartment, neither membership in the Association nor any share in the assets of the Association shall be transferable, and any attempted transfer shall be null and void.

3. Reasonable regulations concerning the use of the property may be made and amended from time to time by the Association in the manner provided in its By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all co-owners of apartments and residents of the Regime upon request.

4. Notwithstanding the duty of the Association to maintain and repair parts of the property, the Association shall not be liable to co-owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Property to be maintained and repaired by the Association, or caused by the elements or other co-owners or persons.

I. Restrictive and Protective Covenants, Agreements and Easement Grants. To further implement this plan of condominium ownership, to make feasible the ownership and sale of apartment units in the Regime, to preserve the character of the apartment community and to make possible the fulfillment of the purpose of cooperative living intended, the Grantor, its successors and assigns, by reason of this Master Deed, and all future co-owners of apartments in the Regime by their acquisition of title thereto, covenant and agree as follows:

1. No partial conveyance. Each apartment shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be leased, conveyed, devised, inherited, transferred or encumbered along with its allocated percentage in the common elements, in the same manner as any other parcel of real property, independently of all other apartments, subject only to the provisions of this Master Deed, the Charter and By-Laws of the Association, and the Act. No part of any apartment or any common elements shall be conveyed, devised, inherited, transferred or encumbered apart from the whole of said apartments and its correlative percentage in the common elements.

2. Rentals. Subject to those conditions set forth in this instrument, including the By-Laws and regulations thereunder, apartments may be rented. All rentals will be subject to such conditions as are established from time to time by the Association. However, any holder of a first mortgage of record securing an apartment who acquires title thereto by

foreclosure or deed in lieu of foreclosure shall not be subject to any rental restrictions established by the Association pursuant to this section.

3. Nuisances prohibited. No nuisances shall be allowed upon the property of the Regime, nor shall any use or practice which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the property by its residents, be allowed thereon. All parts of such property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. No co-owner shall permit any use of his, her or its apartment or make any use of the common elements which will increase the rate of insurance upon the property.

4. Improper use of apartment prohibited. No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of such property shall be the same as the responsibility for the maintenance and repair of the property concerned.

5. Actual location controls. In interpreting any and all provisions of this instrument, the Exhibits attached hereto, and subsequent deeds and mortgages to individual apartments, the actual location of the apartment shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered notwithstanding any minor deviations, either horizontally or vertically, from the proposed locations as indicated on Exhibits attached hereto.

6. Encroachment easement. To the extent that minor variations in location do or shall exist, as set forth in subparagraph 5 hereinabove, i.e., in the event that any

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portion of the common elements now or hereafter encroaches upon any apartment, or vice versa, or in the event that any portion of one apartment now or hereafter encroaches upon another apartment, in said event a valid easement for the encroachment and for the maintenance of the same, so long as the Property stands, does and shall exist.

7. Utility easement. A valid easement does and shall continue to exist throughout the Property for the purpose of installation, maintenance, repair, and replacement of cable T.V. systems, sewer, water, power and telephone pipes, lines, mains, conduits, wires, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems.

8. Use of common elements. Each co-owner, tenant, or occupant of an apartment may use the elements held in common in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other co-owners, tenants or occupants.

9. Right of access. The Association shall have the irrevocable right, to be exercised by its duly authorized officer or agent, to have access to each apartment and any common elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements therein or accessible therefrom; and at any time for making emergency repairs therein necessary to prevent damage to the common elements or to another apartment or apartments.

10. Amendment of Master Deed. Neither this Master Deed nor any of its provisions shall be revoked or amended without the acquiescence of all co-owners and all of the record holders of encumbrances affecting any apartment, except that Grantor may elect to expand the Regime as provided herein as and when such additional property is submitted to this Regime without the consent of any co-owner or lien holder. Any such amendment

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shall become effective upon its filing in the R.M.C. Office of Richland County, South Carolina. Also, the system of administration as set forth in the Charter and By-Laws may be amended and modified from time to time in accordance with the provisions of the Act and any other applicable provisions of the Code of Laws of South Carolina, the Charter and By-Laws of the Association. The procedure for effecting such an amendment or revocation (other than to the By-Laws) shall be that as provided for amendment of the By-Laws, hereto attached, except that the approval required shall be unanimous; and in addition thereto, the consent of each lien holder of record on any apartment in the Regime, as of the date of the adoption of any such amendment, shall be subscribed to said amendment with the same formalities required in South Carolina for the making and executing of Deeds.

K. Assessments. The co-owner of each apartment is bound to contribute and shall be assessed by the Association pro rata according to the percentage of his, her or its share in the common elements as set forth in Exhibit "C" toward the expenses of administration and of maintenance, insurance and repair of the said common elements in such amounts as shall from time to time be fixed and assessed by the Association and to any other expenses that may be lawfully agreed upon, all as is more particularly set forth in the By-Laws attached hereto and incorporated by reference herein. No co-owner may exempt himself from contributing toward such expenses by waiver of the use or enjoyment of the common elements of the Association or by abandonment of the apartment owned by him. However, notwithstanding any provision to the contrary, where the holder of any first mortgage of record obtains title at the foreclosure sale of said mortgage or through deed in lieu of foreclosure of said mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the co-owners accruing prior to the acquisition of title to said apartment.

L. Alterations and Modifications.

1. Neither the Association nor any co-owner shall make any structural modifications or alterations to his, her or its apartment, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of such apartment or apartment buildings, adversely affect any of the common elements, or impair any easement, without first obtaining approval in writing of all the co-owners. A copy of plans for all such work, prepared by an architect licensed to practice in this State, shall, if requested, be filed with the Association prior to the start of the work.

2. There shall be no alteration nor further improvement of the common elements which are part of the apartment buildings by the Association or any co-owner without prior approval in writing of the co-owners of two-thirds or more of the common elements of the entire Regime.

3. There shall be no alteration nor further improvement of the general common elements which are outside of and not a part of the apartment buildings without prior approval in writing by the co-owners of all of the apartments of the Regime.

M. Option to Purchase. No co-owner may effectively dispose of an apartment or any interest therein by sale without approval of the Association, except that the Grantor may sell any previously unsold apartment without restriction until all apartments have been sold, and any holder of a first mortgage of record securing an apartment who acquires title thereto by foreclosure or deed in lieu of foreclosure shall not be subject to the restrictions provided in this Section M. If any co-owner shall acquire his title by gift, devise, or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

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except such approval shall not be required by the co-owner's immediate family.

1. Any co-owner intending to make a bona fide sale of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser, and such other information concerning the intended purchaser as the Association may reasonably require.

2. Except as set out hereinabove, any co-owner who has obtained his title by gift, devise or inheritance shall give the Association notice of his acquiring title, together with such personal information as the Association may reasonably require, and a certified copy of the instrument evidencing his title. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership of an apartment, the Association, at its election and without notice, may approve or disapprove the transaction of ownership.

3. Within thirty (30) days after receipt of the notice described hereinabove the Association must either approve or disapprove the proposed transaction or the continuance of ownership, as the case may be. If approved, the approval shall be stated in a certificate executed by the appropriate officers of the Association in recordable form, and shall be delivered to the purchaser, and shall be recorded in the R.M.C. Office of Richland County.

4. If the Association disapproves a proposed sale and if the notice of sale given by the co-owner shall so demand, then within 30 days after receipt of such notice and information the Association shall deliver or mail by registered mail to the co-owner an offer to purchase by the Association or by a purchaser approved by the Association who will purchase and to whom the co-owner must sell the

apartment. At the option of such purchaser, to be stated in his offer, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment. A judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. The purchase price shall be paid in cash, and the sale shall be closed within 30 days after the delivery or mailing of such offer to purchase, or within ten days after the determination of the sale price if such is by arbitration, whichever occurs later.

5. If the Association disapproves the acquisition of title by gift, devise, or inheritance, the provisions of paragraph 4 hereinabove shall apply (except that the purchase price shall be at fair market value determined by arbitration).

6. If the Association shall fail to purchase or provide a purchaser as required hereinabove, then notwithstanding any disapproval, the sale or ownership, as the case may be, shall be deemed to have been approved, and the Association shall furnish a certificate of approval upon request.

7. In no event shall the provisions of this paragraph be exercised so as to prohibit any conveyance due to race, creed, color or national origin.

N. Relief. Each co-owner, tenant and occupant of an apartment shall be governed by and shall comply with

the terms of this Master Deed and all exhibits thereto, any regulations adopted thereunder and said documents as they may be amended from time to time. Failure to comply therewith shall entitle the Association or other co-owners to the following relief:

1. Such relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief, or both, which actions may be maintained by the Association, or in a proper case by an aggrieved co-owner.

2. A co-owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by the act, neglect or carelessness of the co-owner or by that of any member of the co-owner's family or the co-owner's guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances ~~or any~~ of the common elements.

3. In any proceeding arising because of an alleged default by a co-owner under any provisions of this Master Deed and all exhibits hereto, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

4. The failure of the Association or any person to enforce any covenant, restriction or other provision contained in the Act, this Master Deed and exhibits attached hereto, the regulations adopted pursuant hereto and said documents as they may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

5. Grantor's Reservation. Notwithstanding anything to the contrary herein, until the Grantor has completed and

closed the sales of all of the apartments in the Regime, neither the co-owners, the Association nor the use of the condominium property shall interfere with the sale of the apartments. The Grantor may make such use of the unsold apartments and common elements as may facilitate such completion and the sale of such apartments, including, but not limited to, maintenance of a sales office, the showing of the property and the display of signs.

P. Conditions of Title. The present title to the property hereby subdivided by the Grantor and the title to each apartment which shall be hereafter conveyed or acquired in any manner, is hereby expressly declared and made subject to the terms and provisions of this instrument and its exhibits. The acquisition of title to an apartment shall be conclusively deemed to mean that the acquirer approves, adopts and ratifies the provisions of this Master Deed and all exhibits thereto, and will comply therewith. The covenants, agreements, and restrictions set forth therein shall be appurtenant to each apartment, shall run with the land, and shall be binding upon the Grantor, its successors and assigns, and upon all persons whomsoever (including corporate and/or business entities) claiming by, through or under the Grantor, their heirs, executors, administrators, successors and assigns.

Q. Severability. It is the intention of the Grantor that the provisions of this instrument and its exhibits are severable so that if any provision, condition, covenant or restriction thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant or restriction thereof is, at the time of the recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, the Grantor, its successors and assigns, and all persons claiming by, through, or under the Grantor, covenants and agrees that any future amendments or supplements to the said laws having the effect of removing

said invalidity, voidability or unenforceability, shall be deemed to apply retroactively to this instrument thereby operating to validate the provisions of this instrument and the exhibits thereto which otherwise might be invalid; and it is further covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein declared as fully as if they had been in effect at the time of the execution of this instrument.

R. Captions. Captions of titles in this document are inserted as a matter of convenience and for reference only, and in no way define, limit, extend or describe the scope of this document or the intent of any provision hereof.

S. Definitions. The terms used in this Master Deed and in the Exhibits thereto shall have the meaning stated in the Act and as follows, unless the context otherwise requires:

1. Apartment means a part of the property intended for any type of independent use (whether it be for residential or business) including one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in a building or buildings, and with a direct exit to a public or private street, or to a common area leading to such street.
2. Assessment means a co-owner's pro rata share of the common expenses which from time to time is assessed against a co-owner by the Association.
3. Association means the Council of Co-Owners as defined by the Act, and also means Carnaby Square Association, Inc., the corporate form by which the Council of Co-Owners shall operate the Condominium.
4. Building means a structure or structures, containing in the aggregate two or more apartments, comprising a part of the property.
5. Common Elements means the general and limited common elements, as defined herein and in the Act.
6. General Common Elements means and includes:

(a) The land whether leased or in fee simple on which the buildings stand;

(b) The foundations, main walls, roofs, halls, lobbies, stairways, and entrance and exit or communication ways;

(c) Any basements, flat roofs, yards and gardens, except as otherwise provided or stipulated;

(d) The premises for the lodging of janitors or persons in charge of the property, except as otherwise provided or stipulated;

(e) The compartments or installations of central services such as power, light, gas, cold and hot water, refrigeration, reservoirs, water tanks and pumps, washers, dryers, compactors, and the like;

(f) Any elevators, garbage incinerators, and, in general, any and all devices or installations existing for common use; and

(g) The clubhouse, swimming pool, tennis courts and any and all other elements of the property rationally of common use or necessary to the existence, upkeep and safety of the Regime.

7. Limited Common Elements means and includes those common elements which are agreed upon by all the co-owners to be reserved for the use of a certain number of apartments to the exclusion of the other apartments.

8. Common expenses means the expenses for which the apartment co-owners are liable to the Association and include:

(a) Expenses of administration; expenses of maintenance, insurance, operation, repair or replacement of the common elements, and of the portions of apartments which are the responsibility of the Association;

(b) Expenses declared common expenses by provisions of this Master Deed.

9. Common surplus means the excess of all receipts of the Association, including but not limited to assessments, over the amount of common expenses.
10. Co-owner means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns an apartment within a building.
11. Condominium ownership means the individual ownership of a particular apartment in a building and the common right to a share, with other co-owners, in the general and limited common elements of the property.
12. Council of Co-Owners means all the co-owners as defined herein; but a majority, as defined herein, shall, except as otherwise provided, constitute a quorum for the adoption of decisions.
13. Grantor means Carnaby Square - Joint Venture or any mortgagee of Carnaby Square - Joint Venture, its successors or assigns.
14. Majority of Co-Owners means the co-owners owning fifty-one (51%) per cent or more of the total basic value of the Regime Property, as then constituted.
15. Master Deed means the deed establishing and recording the property of the horizontal property regime and all exhibits thereto.
16. Person means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.
17. Phase has the same meaning as stage, as set forth in the Act.
18. Property means and includes the land, the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto.
19. Singular, plural, gender - wherever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

20. Utility services means and shall include, but not be limited to, electric power, gas, hot and cold water, heating refrigeration, air-conditioning, garbage and sewage disposal.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed this 25th day of January, 1980.

WITNESSES:

CARNABY SQUARE - JOINT VENTURE (SEAL)
By R. J. Casale Company, Ltd.,
its General Partner

Deanie S. Tourville

By:

R. J. CASALE, PRESIDENT

Fredna W. Stubenrauch

Attest:

Rudolph C. Barnes
SECRETARY

STATE OF SOUTH CAROLINA }
COUNTY OF RICHLAND }

PERSONALLY APPEARED BEFORE ME Deanie S. Tourville,

and made oath that s/he saw the within-named Carnaby Square - Joint Venture by R. J. Casale Company, Ltd., its General Partner, by R. J. Casale, its President, and Rudolph C. Barnes, its Secretary, sign, seal, and as the act and deed of said corporation, deliver the within-written Master Deed for the uses and purposes therein mentioned, and that s/he with Fredna W. Stubenrauch witnessed the execution thereof.

SWORN TO BEFORE ME THIS

25th day of January, 1980.

Fredna W. Stubenrauch (I.S.)
Notary Public for South Carolina

My Commission Expires: 2/25/87

Deanie S. Tourville

LD 534 PAGE 254

MAR 19 4 20 PM '80

AT THE R. M. C. OF
CLARKE & SONS
CLARKE & SONS
CLARKE & SONS

EXHIBIT A

LAND SURVEY AND SITE PLAN

Recorded in the R.M.C. Office of Richland County in
Plat Book Y at Page 7004, and incorporated
herein by reference. 7004-A

D534)254

I D 534 PAGE 255

MAR 19 4 19 PM '00

RECEIVED OF
MRS. J. H. STANLEY
RICHMOND, ONT. S.C.
CLARA BARTLETT

EXHIBIT B

FLOOR PLANS OF APARTMENT BUILDINGS

Recorded in the R.M.C. Office of Richland County in
Plat Book Y at Pages 7005 through 7015-A,
and incorporated herein by reference.

D534)255

12 827 MW3

LD 534 PAGE 256

EXHIBIT "C"

SCHEDULE OF BASIC VALUES
OF
CARNABY SQUARE
HORIZONTAL PROPERTY REGIME

FILED
MAR 19 4 17 PM '80
RECEIVED OF
HON. J. J. HAYES
CLERK OF DISTRICT COURT
CLARK COUNTY, MISSOURI

Building No.	Apartment No.	Type	Basic Value	Undivided Percentage Interest in Common Elements: Phase I Only	Undivided Percentage Interest in Common Elements if Phase I and Phase II Implemented
1	1700	2BTH	2,450	0.0101%	0.0065%
1	1704	2BTH	2,450	"	"
1	1708	2BTH	2,450	"	"
"	1712	"	"	"	"
"	1716	"	"	"	"
"	1720	"	"	"	"
"	1724	"	"	"	"
"	1728	"	"	"	"
2	501	"	"	"	"
"	505	"	"	"	"
"	509	"	"	"	"
"	513	"	"	"	"
"	517	"	"	"	"
"	521	"	"	"	"
3	500	2BTH-B	2,600	0.0106%	0.0069%
"	504	"	"	"	"
"	508	2BTH	2,450	0.0101%	0.0065%
"	512	"	"	"	"
"	516	"	"	"	"
"	520	"	"	"	"
4	1701	"	"	"	"
"	1705	"	"	"	"
"	1709	"	"	"	"
"	1713	"	"	"	"
"	1717	"	"	"	"
"	1721	"	"	"	"
"	1725	"	"	"	"
"	1729	"	"	"	"
5	1704	2BTH-B	2,600	0.0106%	0.0069%
"	1708	"	"	"	"
"	1712	2BTH	2,450	0.0101%	0.0065%
"	1716	"	"	"	"
"	1720	"	"	"	"
"	1724	"	"	"	"
6	1701	3BTH	2,995	0.0122%	0.0079%
"	"	"	"	0.0121%	"
"	"	"	"	"	"
"	"	"	"	"	"
"	"	"	"	"	"
7	1700	3BF	2,850	0.0122%	0.0077%
"	1704	"	"	0.0116%	0.0076%
"	1708	"	"	"	"
"	1712	"	"	"	"
"	1716	"	"	"	"
"	1720	"	"	"	"
"	1724	"	"	"	"
"	1728	"	"	"	0.0077%

D534)256

8	1600	2BTH	2,450	0.0101%	0.0065%
"	1604	"	"	"	"
"	1608	"	"	"	"
"	1612	"	"	"	"
9	501	"	"	"	"
"	505	"	"	"	"
"	509	"	"	"	"
"	513	"	"	"	"
"	517	"	"	"	"
"	521	"	"	"	"
"	525	"	"	"	"
"	529	"	"	"	"
10	1601	"	"	"	"
"	1605	"	"	"	"
"	1609	"	"	"	0.0069%
"	1613	"	2,600	0.0106%	"
11	1600	"	"	"	0.0065%
"	1604	"	2,450	0.0101%	"
"	1608	"	"	"	"
"	1612	"	"	"	"
"	1616	"	"	"	0.0066%
"	1620	"	"	"	"
12	401	2BF	2,500	0.0103%	"
"	405	"	"	"	"
"	409	"	"	"	"
"	413	"	"	"	"
"	417	"	"	"	"
"	421	"	"	"	"
"	425	"	"	"	"
"	429	"	"	"	"
13	301	"	"	"	"
"	305	"	"	"	"
"	309	"	"	"	"
"	313	"	"	"	"
"	317	"	"	"	"
"	321	"	"	"	"
"	325	"	"	"	"
"	329	"	"	"	0.0065%
14	1601	2BTH	2,450	0.0101%	"
"	1605	"	"	"	"
"	1609	"	"	"	"
"	1613	"	"	"	"
15	300	"	"	"	"
"	304	"	"	"	"
"	308	"	"	"	"
"	312	"	"	"	"
"	316	"	"	"	"
"	320	"	"	"	"
16	1900	"	"	"	"
"	1904	"	"	"	"
"	1908	"	"	"	0.0049%
"	1912	"	"	"	"
17	532	1BF	1,650	"	"
"	536	"	"	"	"
"	540	"	"	"	"
"	544	"	"	"	"
"	548	"	"	"	"
"	552	"	"	"	"
"	556	"	"	"	"
"	560	"	"	"	"
18	500	"	"	"	"
"	504	"	"	"	"
"	508	"	"	"	"
"	512	"	"	"	"
"	516	"	"	"	"
"	520	"	"	"	"
"	524	"	"	"	"
"	528	"	"	"	"

19	1901	2BTH	2,450	0.0065%
"	1905	"	"	"
"	1904	"	"	"
"	1913	"	"	"
"	1917	"	"	"
"	1921	"	"	0.0079%
20	1900	3BTH	2,995	"
"	1904	"	"	"
"	1908	"	"	"
"	1912	"	"	"
21	400	"	"	"
"	404	"	"	"
"	408	"	"	"
"	412	"	"	"
"	416	"	"	"
"	420	"	"	"
22	1901	"	"	"
"	1905	"	"	"
"	1909	"	"	"
"	1913	"	"	0.0069%
23	1900	2BTH-B	2,600	"
"	1904	"	"	0.0065%
"	1908	2BTH	2,450	"
"	1912	"	"	"
"	1916	"	"	"
"	1920	"	"	0.0076%
24	1800	3BF	2,850	"
"	1804	"	"	"
"	1808	"	"	"
"	1812	"	"	"
"	1816	"	"	"
"	1820	"	"	"
"	1824	"	"	"
"	1828	"	"	"

EXHIBIT "D"

CARNABY SQUARE HORIZONTAL PROPERTY REGIME
(An Expandable Condominium)

CHARTER

OF

CARNABY SQUARE ASSOCIATION, INC.

REC'D OF
RECORDS
MAR 19 4 18 PM '80
CLARK L. BARTLETT
HOLLYWOOD, FLA. 33401

The undersigned hereby associate themselves for the purpose of forming a non-profit corporation under the laws of the State of South Carolina, and certify as follows:

ARTICLE I - NAME

The name of the corporation shall be CARNABY SQUARE ASSOCIATION, INC. For convenience, the corporation shall herein be referred to as the "Association".

ARTICLE II - PURPOSE

The Association is organized for the purpose of providing a form of administration for CARNABY SQUARE, an expandable Horizontal Property Regime (hereinafter called "Regime"), established by Carnaby Square Corporation (hereinafter called "Grantor") pursuant to the Horizontal Property Act of South Carolina, as amended (hereinafter called the "Act"), on lands located near the City of Columbia, in Richland County, South Carolina, being more particularly described in the Master Deed establishing the Regime.

ARTICLE III - POWERS

The powers of the Association shall include the following provisions:

1. The Association shall have all of the common law and statutory powers of a non-profit corporation which are not in conflict with the laws of South Carolina or the terms of this Charter.

2. The Association shall have all of the powers and duties prescribed for the "Council of Co-Owners" as set forth

807 112

in the Act, and all such other powers and duties reasonably necessary to operate the Regime pursuant to the Master Deed, including but not limited to the following:

- (a) To make and collect assessments against members as co-owners to defray the costs, expenses and losses of the Regime.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To maintain, repair, replace, improve and operate the property of the Regime.
- (d) To purchase insurance upon the Regime property including all apartments and common elements, and insurance for the protection of the Association and the co-owners.
- (e) To reconstruct improvements after casualty.
- (f) To make and amend reasonable regulations respecting the use of the Regime property, however, that all such regulations and amendments thereto shall be approved by members owning at least 66-2/3% of the common elements of the Regime, as set forth in Exhibit "C" to the Master Deed, before such shall become effective.
- (g) To enforce by legal means the provisions of the Act, the Master Deed and the regulations promulgated thereunder for the use of the Regime property.
- (h) To contract for the management of the Regime and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Master Deed to have approval of the Board of Directors of the Association or of the co-owners.
- (i) To employ personnel to perform the services required for proper operation of the Regime and to terminate such employment.
- (j) To foreclose any lien for unpaid assessments in like manner as any mortgagee of real property; as provided in the By-Laws.

3. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Act and the Master Deed.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Act and the Master Deed.

5. The Association will not take steps which will serve to facilitate the transaction of specific business by its members or promote the private interest of any member, or engage in any activity which would constitute a regular business of a kind ordinarily carried on for profit, and no part of the net earnings of the Association shall inure to the benefit of any private individual. In the event of the liquidation or dissolution of the Association, whether voluntary or involuntary, no member shall be entitled to any distribution or division of its remaining property or its proceeds, and the balance of all money and other property received by the corporation from any source, after the payment of all debts and obligations of the Association, shall be used or distributed exclusively for such purposes as those set forth herein.

6. The Association holds, or desires to hold, property in common for social or fraternal purposes and is not organized for the purpose of profit or gain to the members, otherwise than as above stated, or for the insurance of life, health, accident or property; and that three days' notice in The Columbia Record, a newspaper of general circulation published in the County of Richland, South Carolina, has been given that this Charter would be filed.

ARTICLE IV - MEMBERS

The qualification of members, the manner of their admission and voting by members shall be as follows:

1. The co-owner of each of the apartments in Phase I, and if implemented in accordance with the provisions

of the Master Deed, Phase II of the Regime, shall be a member of the Association, and no other persons or entities shall be entitled to membership. The Association shall have only so many memberships as there are apartments in the Regime, with each member having a vote equal to the percentage of his right to share in the common elements of the Regime set forth in Exhibit "C" to the Master Deed and in accordance with the Act. Voting rights will be exercised in the manner provided by the By-Laws of the Association.

2. Change of membership in the Association shall be established by the recording in the R.M.C. Office of Richland County, South Carolina, of a deed or other instrument establishing a change of record title to an apartment in the Regime and the delivery to the Association of a certified copy of such instrument, the new co-owner designated by such instrument thereby becoming a member of the Association. The membership of the prior co-owner shall be thereby terminated.

ARTICLE V - DIRECTORS

1. The affairs of the Association will be managed by a Board consisting of the number of Directors determined by the By-Laws, but not less than three (3), and in the absence of such determination shall consist of three Directors.

2. Directors of the Association (except for the initial Board) shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

3. The first election of Directors shall not be held until after all of the apartments in Phase I, or if implemented, Phase II of the Regime have been sold by the Grantor, or until July 1, 1981, or until Grantor elects to terminate its control of the Regime, whichever shall first occur. The Directors herein named shall serve until the first election

of Directors by the members, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

4. The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
R. J. Casale	2605 Camino Del Rio South San Diego, California 92108
Ivan Gottlieb	4600 Forest Drive Columbia, South Carolina
Dean Faulkenberry	1700 Gray's Inn Road Columbia, South Carolina

ARTICLE VI - OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the initial officers of the Association, who shall serve until their successors are designated by the Board of Directors, are as follows:

President: Ivan Gottlieb
 Vice President: R. J. Casale
 Secretary: R. J. Casale
 Assistant Secretary: Dean Faulkenberry
 Treasurer: Ivan Gottlieb

ARTICLE VII - INDEMNIFICATION

Every director, officer, employee or agent of the Association shall be indemnified by the Association to the fullest extent permitted by law, for either Business Corporations or Non-Profit Corporations, against (a) reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative, and whether or not brought by or on behalf of the Association, seeking to hold him liable by reason of the fact that he is or was acting in such capacity, and (b) reasonable payments made by him in satisfaction of any judgment, money decree, fine, penalty, or settlement for which he may have become liable in any such action, suit, or proceeding; and whether or not he continues to be such director, officer, or agent at the time of incurring or imposition of such costs, expenses or liabilities.

The Board of Directors of the Association shall take all such action as may be necessary and appropriate to authorize the Association to pay the indemnification required by this By-Law, including without limitation, to the extent needed, making a good faith evaluation of the manner in which the claimant for indemnity acted and of the reasonable amount of indemnity due him.

Such right shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provision of this By-Law.

The Board of Directors of the Association shall have the power to purchase and maintain insurance on behalf of any such person who was or is such a director, officer, employee or agent against any liability asserted against him in any such capacity, arising out of his status as such.

ARTICLE VIII - BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or recinded in the manner provided in the By-Laws.

ARTICLE IX - TERM

The term of the Association shall be perpetual.

ARTICLE X - INCORPORATORS

The undersigned Petitioners, being two or more of the officers or agents of CARNABY SQUARE ASSOCIATION, INC., declare that they were authorized and directed to apply for incorporation in the manner and for the purposes as stated hereinabove.

NAMES

ADDRESSES

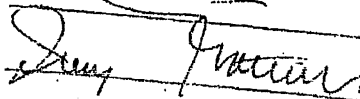
R. J. Casale

Ivan Gottlieb

2605 Camino Del Rio South
San Diego, California 92108

4600 Forest Drive
Columbia, South Carolina

WHEREFORE, your Petitioners pray that the Secretary of State do issue to the aforesaid CARNABY SQUARE ASSOCIATION, INC., a charter with all rights, powers, privileges and immunities, and subject to all of the limitations and liabilities conferred by Chapter 31, Title 27, 1976 Code of Laws of South Carolina, and act amendatory thereto.


Incorporators

Columbia, South Carolina

August 6, 1979.

EXHIBIT "E"

BY-LAWS OF

CARNABY SQUARE ASSOCIATION, INC.,
a non-profit corporation existing under
the laws of the State of South Carolina

-providing for-

THE ADMINISTRATION OF
CARNABY SQUARE HORIZONTAL PROPERTY REGIME
(An expandable condominium)

FILED

MAR 19 4 17 PM '80

REGISTER OF
DEEDS & CONVEYANCES
RICHLAND COUNTY, S.C.
CLARA L. BARTLETT

A. Identity. These are the By-Laws of CARNABY SQUARE ASSOCIATION, INC., a non-profit corporation existing under the laws of the State of South Carolina (hereinafter called "the Association"), which has been organized for the purpose of administering an expandable horizontal property regime established pursuant to the Horizontal Property Act of South Carolina, as amended (hereinafter called the "Act"), which is identified by the name CARNABY SQUARE HORIZONTAL PROPERTY REGIME (hereinafter called "Regime" or "Condominium"), said Regime being located near the City of Columbia, in Richland County, South Carolina, being more particularly described in the Master Deed establishing the Regime.

1. The initial office of the Association shall be at Carnaby Square Apartments, Columbia, South Carolina.

2. The fiscal year of the Association shall be the calendar year.

3. The seal of the corporation shall consist of two concentric circles between which is the name of the Association, and in the center of which is inscribed "Seal", and such seal as impressed on the margin hereof is adopted as the corporate seal of the Association.

B. Members' meetings.

1. The annual members' meeting shall be held at the office of the Association at 8 o'clock p.m., Eastern Standard Time, on the second Friday in March of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding business day.

2. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

3. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President, Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than fifty (50) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of the meeting may be waived before or after meetings.

4. A quorum at members' meetings shall consist of co-owners with fifty-one (51%) percent or more of the total basic value of the Regime property, as then constituted, as set forth in Exhibit "C" to the Master Deed. The acts approved by the owners representing a majority of fifty-one (51%) percent of the total basic value of the Regime property, as then constituted, a quorum being present, shall constitute a decision of the members and shall be binding upon the members except where approval by a greater percentage is required by

NO 534-268

the Act, the Master Deed establishing the Regime, the Charter of the Association or these By-laws.

5. The presiding officer at members' meetings shall be the President. In his absence the Vice President shall preside.

6. Voting. Each co-owner shall have a vote equal to his percentage ownership in the common elements of the Regime property as set forth in Exhibit "C" to the Master Deed. If an apartment is owned by one person, his or her right to vote shall be established by the record title to his or her apartment. If an apartment is owned by more than one person, the person entitled to cast the vote for the apartment shall be one of the record owners designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate of appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked, until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked in like manner as provided hereinabove. If such a certificate is not on file, the vote of such co-owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

7. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid for such period as provided for by law, unless a shorter period is designated in the proxy, and must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof.

NO 534-268

B. Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, a majority present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

9. The order of business at annual members' meetings and as far as practical at all other members' meetings, shall be:

- (a) Election of chairman of the meeting (in the absence of the President and the Vice President).
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Appointment of inspectors of election.
- (h) Election of Directors.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

10. Proviso. Provided, however, that until all of the apartments within Phase I, and if implemented, Phase II of the Regime have been sold, or until July 1, 1981, or until Carnaby Square - Joint Venture (Grantor) elects to terminate its control of the Regime, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

C. Directors.

1. Membership of the Board of Directors. The initial Board of Directors shall consist of three members

appointed by the Grantor, which Directors shall hold office until the first election of Directors by the members. Thereafter the Board of Directors shall consist of five members.

2. Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting.

(b) Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

(c) A Director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

(d) Provided, however, that until the Grantor has sold all of the apartments of Phase I, and, if implemented, Phase II of the Regime, or until July 1, 1981, or until Grantor elects to terminate its control of the Regime, whichever shall first occur, the first Directors of the Association shall serve, and in the event of vacancies the remaining Directors shall fill the vacancies, and if there are no remaining Directors the vacancies shall be filled by the Grantor.

3. The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

4. The organizational meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting.

6. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than three days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

7. Waiver of notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

8. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by the Master Deed establishing the Regime, the Charter of the Association or these By-Laws.

9. Adjourned meetings. If at any meeting of the Board of Directors there is less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

10. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all of the Directors then in office consent to such action in writing and

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such written consent or consents are filed with the minutes of the proceedings of the Board.

11. The presiding officer at Directors' meetings shall be the President. In the absence of the President the Vice President shall preside. In the absence of such presiding officers, the Directors present shall designate one of their number to preside.

12. The order of business at Directors' meetings shall be:

- (a) Calling of roll.
- (b) Proof of due notice of meeting.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

13. Directors' fees, if any, shall be determined by the members.

D. Powers and duties of the Board of Directors.

1. All of the powers and duties of the "Council of Co-Owners" existing under the Act, Master Deed establishing the Regime, Charter of the Association and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by the co-owners when such is specifically required.

2. Any agreement for professional management of the condominium, or any other contract providing for services of the Grantor may not exceed 3 years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

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E. Officers.

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1. The executive officers of the corporation shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary, an Assistant Secretary and an Assistant Treasurer, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

2. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the members and at all meetings of the Board of Directors. He shall have all of the powers and duties which are usually vested in the office of the president of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

3. The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

4. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He

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any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

2. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the members and at all meetings of the Board of Directors. He shall have all of the powers and duties which are usually vested in the office of the president of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

3. The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

4. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those

of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President.

5. The Assistant Secretary shall exercise the powers and perform the duties of the Secretary when the Secretary is absent or unable to perform his duties.

6. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

7. The Assistant Treasurer shall exercise the powers and perform the duties of the Treasurer when the Treasurer is absent or unable to perform his duties.

8. The compensation of all officers and employees of the Association shall be fixed by the Directors. The provision that the Directors' fee shall be determined by the members shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the Regime.

9. In order to exercise and enforce the Rules and Regulations of the Horizontal Property Regime, the Board of Directors is hereby empowered to fine any homeowner found to be in violation of said rules and regulations the sum of Twenty-five and NO/100 (\$25.00) Dollars. The Board may use

any legal means available to collect the fine and should legal process become necessary, the violating homeowner shall be responsible for a reasonable attorney's fee and costs associated with said legal action.

The violating homeowner may be fined by the association only after an initial warning, which results in the failure of the homeowner to stop or correct the offending action within a reasonable amount of time. The fine may then be imposed upon a recommendation of the Committee established by the Board of Directors to investigate said violation.

F. Maintenance, Upkeep and Repair . Responsibility for the maintenance of the property of the Regime shall be as follows:

1. Apartments .

(a) By the Association . The Association shall maintain, repair and replace at the Association's expense:

(1) All common elements, including portions of an apartment, except interior surfaces, contributing to the support of an apartment building, which portions shall include but not be limited to load-bearing columns and load-bearing walls. Also, all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment that service part or parts of the property other than the apartment in which they are

contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment that service part or parts of the property other than the apartment in which they are contained. Interior surfaces of an apartment shall be maintained by the co-owner.

(2) All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the Association.

(b) By the co-owner. The responsibility of the co-owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his apartment other than those portions to be maintained, repaired and replaced by the Association, including, but not limited to, service equipment, such as dishwasher, laundry, refrigerator, oven, stove, whether or not such items are built-in equipment, and interior fixtures, such as electrical and plumbing fixtures, and floor and wall coverings. Such shall be done without disturbing the rights of other co-owners.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

(3) To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.

2. Common elements.

(a) By the Association. The maintenance and operation of the common elements, both general and limited, shall be the responsibility of the Association and a common expense; provided, however, that in case of emergency and in order to preserve the property or for the safety of the occupants, a co-owner may assume the responsibility therefor, and he shall be relieved of liability for his acts performed in good faith and reimbursed for his expenses by the Association when approved by its Board of Directors.

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(b) The Association shall have the power to determine the use to be made of the common elements from time to time, provided that no such use shall discriminate against a co-owner. The Association may establish reasonable charges to be paid to the Association for the use of common elements not otherwise inconsistent with other provisions of the Master Deed, the Charter or these By-Laws.

6. Fiscal Management. The making and collection of assessments against co-owners for common expenses shall be pursuant to the following provisions:

1. Assessments. The Association shall assess each co-owner, including the Grantor, for his proportionate share of the common expenses, such share being the same as the undivided share of such co-owner in the common elements appurtenant to his apartment, which assessment shall be made and collected in the manner hereinafter provided.

2. Accounts. The funds and expenditures of the Association shall be credited and charged according to good accounting practices to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses unless otherwise provided:

(a) Current expense, which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for replacement, which shall

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include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Additional improvements, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common elements. If capital funds and expenditures are for alterations for further improvements of common elements, the cost thereof shall be charged to the co-owners of apartments in the manner elsewhere provided.

3. Budget. The Board of Directors of the Association shall adopt a budget for each calendar year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

(a) Current expense, the amount for which shall not exceed 115% of the budget for this account for the prior year.

(b) Reserve for deferred maintenance, the amount for which shall not exceed 115% of the budget for this account for the prior year.

(c) Reserve for replacement, the amount for which shall not exceed 115% of the budget for this account for the prior year.

(d) Additional improvements. Provided, however, that no item for this account shall be budgeted without the approval of the co-owners in the manner elsewhere provided for alteration or further improvement of the common elements.

(e) Provided, however, that the amount budgeted for current expense, reserve for deferred maintenance and reserve for replacement may be increased over the foregoing limitations when approved by co-owners owning not less than 66-2/3% of the common elements of the Regime, as set forth

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in Exhibit "C" to the Master Deed; and further provided, however, that until the Grantor has sold all of the apartments of Phase I, and, if implemented, Phase II of the Regime or until July 1, 1981, or until Grantor elects to terminate its control of the Regime, whichever shall first occur, the Board of Directors may omit from the budget all allowances for contingencies and reserves.

(f) Copies of the budget and proposed assessments shall be transmitted to each co-owner on or before December 1st preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each co-owner.

4. Assessment Procedure.

(a) Annually; installments. Assessments against the co-owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in 12 equal installments on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors of the Association provided that the accounts of the amended budget do not exceed the limitations thereon for that year. Any account which does exceed such limitation shall be subject to approval of the co-owners heretofore required. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due in equal monthly installments on the first day of each month thereafter during the year for which

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the assessment is made. The first assessment shall be determined by the Board of Directors of the Association.

(b) Acceleration of assessment installments upon default. If a co-owner shall be in default in the payment of an installment upon an assessment, the Board of Directors of the Association may accelerate the remaining installments of the assessment upon notice thereof to the co-owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, which date shall be not less than 10 days after delivery thereof to the co-owner, nor less than 20 days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

(c) Assessments for emergencies. Assessments for emergency common expenses which cannot be paid from the annual assessments for common expenses shall be made only after notice of the need therefor to the co-owners. After such notice and upon approval in writing by co-owners owning 51% or more of the total basic value of the Regime property, as then constituted, the assessment shall be effective, and it shall be due after 30 days' notice thereof in such manner as the Board of Directors of the Association shall require.

5. Liability for Assessments. A co-owner shall be liable for all assessments coming due while he, she or it is the owner of an apartment. The Association shall provide for the issuance, and shall issue to every prospective purchaser, or mortgagee, upon his, her or its request, a statement of the status of the assessment account of the seller or mortgagor. Such a certificate made by the duly authorized representative of the Association as to the status of a co-owner's assessment account shall limit the liability of any person for whom it is made, other than the co-owner.

"Any first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by an individual unit owner/borrower of any obligation under the condominium constituent documents which is not cured within sixty (60) days."

6. Collection of Assessments

(a) Interest; application of payments.

Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of eight per cent (8%) per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

(b) Lien. All assessments against any

co-owner shall constitute a lien against the co-owner's apartment in favor of the Association, as provided by the Act, which lien shall become effective when a notice, claiming such lien, has been duly recorded by the Association in the R.M.C. Office of Richland County, South Carolina. Such claim of lien shall state the description of the apartment, the name of the record owner, and the amount due and the date when due. Such claim of lien shall be signed and verified by an officer or agent of the Association prior to its being recorded; and no such claim of lien shall be made by the Association unless the assessment, charge or expense, giving rise to the lien, remains unpaid for more than ten (10) days after same becomes due. Any such lien may be foreclosed by the Association in the manner provided by law for the foreclosure of real estate mortgages. The lien shall secure the payments of all assessments as described in said claim of lien and, in addition thereto, shall secure the payment of subsequent assessments which come due after the filing of the claim of lien and prior to the satisfaction of such lien by foreclosure or otherwise, including interest thereon at the rate of eight per cent (8%) per annum together with all costs and reasonable attorneys' fees incurred by the Association incident to the collection of such assessments or the enforcement of such lien. If foreclosure is not commenced within one (1) year after the date of filing such a claim of lien, such claim shall not thereafter be foreclosed, nor shall such claim thereafter constitute a lien on the apartment described in such claim. The right of the Association to fore close a

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lien as aforesaid shall be in addition to any other remedy, at law or in equity, which may be available to it for the collection of the monthly charges and expenses, including the right to proceed personally against any delinquent owner for the recovery of a judgment "in personam". Any personal judgment against any such delinquent co-owner may include all unpaid subsequent assessments which come due after the institution of such suit and prior to such Order of Judgment, including interest thereon at the rate of eight per cent (8%) per annum, together with all costs and reasonable attorneys' fees incurred by the Association incident to the collection of such assessments.

(c) Rental pending foreclosure. In any foreclosure of a lien for assessments, the Association shall, pending foreclosure, be entitled to the appointment of a receiver who shall collect a reasonable rental for the use of the apartment subject to the lien, which rental shall be applied to the obligations of the co-owner.

H. Insurance.

1. Insurance policies upon the property, covering the items described hereinbelow, shall be purchased by the Association for the benefit of the Association and the co-owners of the apartments and their respective mortgagees, as their interests may appear. Provision shall be made for the issuance of certificates of insurance, with mortgagee endorsements, to the mortgagees of all co-owners. Policies shall be purchased from insurance carriers authorized to do business in South Carolina and having a financial rating by Best's Insurance Reports of Class VI or better. Such policies and endorsements shall be deposited with the Insurance Trustee, which shall hold them subject to the provision of the Insurance Trust Agreement hereto attached as Exhibit "F" to the Master Deed. The Insurance Trustee shall be a South Carolina Bank (with trust powers) approved by the Board of Directors of the Association.

2. Insurance shall cover the following:

(a) All buildings and improvements upon the

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land and all personal property included in the common elements in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as are customarily covered with respect to buildings and improvements similar to the buildings and improvements on the land, such as, but not limited to, flood, vandalism and malicious mischief;

(b) Public liability in such amounts and with such coverage as shall be determined by the Board of Directors of the Association, but in any event not less than \$1,000,000.00, including, but not limited to, hired auto, bile and non-owned automobile coverages; and with cross liability endorsement to cover liabilities of the co-owners of all apartments as a group to an apartment co-owner;

(c) Workmen's Compensation (if required);

(d) Such other insurance as the Board of Directors of the Association shall from time to time determine to be desirable.

3. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

4. The Association is hereby irrevocably appointed agent for each co-owner to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon payment of claims.

5. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies, nor the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein for the benefit of the co-owners and their mortgagees, in the following

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shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Proceeds on account of damage to common elements shall consist of an undivided share for each co-owner, such share being the same as the undivided share of such co-owner in the common elements appurtenant to his, her or its apartment.

(b) Proceeds on account of damage to apartments shall be held for the co-owners thereof in proportion to the cost of repairing the damage suffered by each co-owner, which costs shall be determined by the Association. In the event a decision is made not to reconstruct the apartments, as provided hereinafter and in the Act, such proceeds shall be held for the co-owners in the proportion in which they own the common elements.

(c) In the event a mortgagee endorsement has been issued to an apartment, the share of the co-owner shall be held in trust for the mortgagee and the co-owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

6. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) All expenses of the Insurance Trustee shall be paid or provisions made for payment.

(b) If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to co-owners and their mortgagees being payable

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jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(c) If it is determined in a manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to co-owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

7. In making distribution to co-owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the co-owners and their respective shares of the distribution.

8. No provisions of this Paragraph, the Master Deed, nor these By-Laws, shall be deemed to prevent or prohibit any co-owner from obtaining additional insurance on his, her or its apartment for his, her or its own account and benefit; from insuring such furniture, furnishings, or other personal property as they may have in their individual apartments, for their own individual account and benefit; or from obtaining such additional public liability coverage as they may desire for their own individual protection. No co-owner shall, however, insure any part of the common elements whereby, in the event of loss thereto, the right of the Association to recover the insurance indemnity for such loss, in full, shall be diminished or impaired in any way.

I. Reconstruction or Repair After Casualty.

1. In the event of fire or other disaster or casualty resulting in damage to a building or buildings and common elements of the Regime which the Board of Directors of the Association shall determine to be two-thirds or less of the then total value of the property of the Regime (excluding land), the net proceeds of all insurance collected shall be

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made available for the purpose of restoration or replacement. When such insurance proceeds are insufficient to cover the cost of such reconstruction or replacement, the balance of such costs shall be assessed against the co-owners in the case of damage to common elements and against the co-owners who own the damaged apartments in the case of damage to apartments. Such assessments on account of damage to common elements shall be in proportion to the co-owner's share in the common elements, and assessments against co-owners for damage to apartments shall be in proportion to the costs of reconstruction and repair of their respective apartments.

2. In the event the buildings and improvements of the Regime are damaged or destroyed to more than two-thirds of the then total value of the property of the Regime (excluding land) as determined by the Board of Directors of the Association, the members of the Association shall be polled in writing via United States Mail by the Association as to whether the Regime shall be waived or the damaged property reconstructed or repaired. The Regime shall be waived unless within sixty (60) days after the mailing of such notices all of the co-owners, as well as all of the record owners of such encumbrances, agree in writing to repair and reconstruct the buildings and improvements of the Regime. If the election is to reconstruct or replace, payment of the costs thereof shall be made as provided for in subsection (a) of this Paragraph I. If the decision is to waive the Regime and not to reconstruct and replace, all sums recovered from insurance shall be paid over to the co-owners in the proportion in which they own the common elements and to their respective mortgagees as their interest may appear.

3. The Insurance Trustee may rely upon a certificate of the Association to determine whether or not the damaged property is to be reconstructed or repaired or whether the Regime is to be waived.

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4. If the damage is only to those parts of an apartment for which the responsibility of maintenance and repair is that of the individual co-owner, then the co-owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

5. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair so as to place the damaged property in condition as good as that before the casualty.

6. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements which are shown on the exhibits attached to the Master Deed; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is an apartment building or buildings, also by the co-owners who own at least 75% of the common elements, including the co-owners of all damaged apartments. The approvals herein required shall not be unreasonably withheld.

J. Insurance Trustee. The funds for payment of cost of reconstruction and repair after casualty, which funds shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessment against co-owners, shall be disbursed in payment of such costs in the following manner:

1. If the total of assessments made by the Association in order to provide funds for payment of reconstruction and repair, which is the responsibility of the Association, is more than \$5,000.00, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the

sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

2. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessment against co-owners on account of such casualty, shall constitute a reconstruction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(a) If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than Five Thousand (\$5,000.00) Dollars, then the reconstruction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is beneficiary of an insurance policy, the proceeds of which are included in the reconstruction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(b) If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Five Thousand (\$5,000.00) Dollars, then the reconstruction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in South Carolina and employed by the Association to supervise the work.

(c) The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a co-owner shall be paid by the Insurance Trustee to the co-owner, or if there is a mortgagee endorsement as to such apartment, then to the co-owner and the mortgagee jointly, who may use such proceeds as they may determine.

(d) It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair

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shall be from insurance proceeds. If there is a balance in a reconstruction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial co-owner which is not in excess of assessments paid by such co-owner into the construction fund shall not be made payable to any mortgagee.

(e) Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by co-owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the reconstruction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the reconstruction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the names or names of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a co-owner; and further provided that when the Association or a mortgagee, which is the beneficiary of an insurance policy the proceeds of which are included in the reconstruction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

K. Option to Purchase. Any transfer of ownership of an apartment must be approved by the Association, as set forth in the Master Deed.

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L. Rentals. All rentals of apartments will be subject to such conditions as are established from time to time by the Board of Directors.

M. Funds.

1. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

2. An audit of the accounts of the Association shall be made annually by a certified public accountant, a copy of which shall be furnished to each member not later than April 1st of the year following the year for which the audit is made.

3. Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall in no event be less than one and one-half times the amount of the estimated annual operating expenses and reserves of the Association. The premiums on such bonds shall be paid by the Association.

N. Non-Liability and Indemnity of Directors and Officers.

1. No Director or officer of the Association shall be liable for acts, defaults, or neglects of any other Director or officer or member or for any loss sustained by the Association or any co-owner, unless the same shall have resulted from his own willful or negligent act or omission.

2. Every director, officer, employee or agent of the Association shall be indemnified by the Association to the fullest extent permitted by law, for either Business Corporations or Non-Profit Corporations, against (a) reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative, and whether

or not brought by or on behalf of the Association, seeking to hold him liable by reason of the fact that he is or was acting in such capacity, and (b) reasonable payments made by him in satisfaction of any judgment, money decree, fine, penalty, or settlement for which he may have become liable in any such action, suit, or proceeding; and whether or not he continues to be such director, officer, or agent at the time of incurring or imposition of such costs, expenses or liabilities.

The Board of Directors of the Association shall take all such action as may be necessary and appropriate to authorize the Association to pay the indemnification required by this By-Law, including without limitation, to the extent needed, making a good faith evaluation of the manner in which the claimant for indemnity acted and of the reasonable amount of indemnity due him.

Such right shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provision of this By-Law.

The Board of Directors of the Association shall have the power to purchase and maintain insurance on behalf of any such person who was or is such a director, officer, employee or agent against any liability asserted against him in any such capacity, arising out of his status as such.

0. Definitions.

1. The members of the Association shall be all co-owners of the property.
2. The majority of members means members owning fifty-one percent or more of the total basic value of the Regime property, as then constituted, as set forth in Exhibit "C" to the Master Deed.
3. All definitions set forth in the Master Deed are incorporated by reference herein.

P. Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Charter and By-Laws of the Association, the Master Deed establishing the Regime, or with the laws of the State of South Carolina.

Q. Amendments. These By-Laws may be amended in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution for the adoption of the proposed amendment shall be presented to a meeting of the members of the Association. Such approval shall be by co-owners representing at least two-thirds of the total basic value of the Regime property, as then constituted, as set forth in Exhibit "C" to the Master Deed.

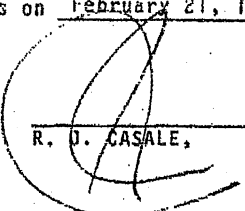
3. Proviso. Provided, however, that no amendment shall discriminate against any co-owner nor against any apartment or class or group of apartments unless the co-owners so affected shall consent. No amendment shall be made which is in conflict with the Act, the Charter of the Association or the Master Deed establishing the Regime.

4. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the R.M.C. Office for Richland County, South Carolina.

The foregoing were adopted as By-Laws of CARNABY SQUARE ASSOCIATION, INC., a non-profit corporation existing

00534 PAGE 282

under the laws of the State of South Carolina, at the first
meeting of the Board of Directors on February 21, 1980.


R. D. CASALE, Secretary

Approved:


IVAN G. GOLTIER, President

Approved:


DEAN FAULKENBERRY, Director

00534 PAGE 282

10-534 PAGE 232

FILED
MAR 13 4 17 PM '80
CLERK OF COURTS
RICHLAND COUNTY, SOUTH CAROLINA

EXHIBIT "F"
INSURANCE TRUST AGREEMENT
OF
CARNABY SQUARE HORIZONTAL PROPERTY REGIME

MADE this 25th day of January, 1980, between CARNABY SQUARE ASSOCIATION, INC., a non-profit corporation organized under the laws of the State of South Carolina, whose address is Carnaby Square Apartments, Columbia, South Carolina (herein called "Association"), and The National Bank of South Carolina, as Trustee (herein called "Insurance Trustee").

WHEREIN IT IS AGREED AS FOLLOWS:

A. The Regime. A Master Deed dated January 25, 1980, and recorded in Book of Deeds D 534 at Page 232 of the R.M.C. Office of Richland County, South Carolina, created an expandable condominium known as Carnaby Square Horizontal Property Regime located near Columbia, in Richland County, South Carolina, on property more fully described in said Master Deed. Such Master Deed and all exhibits thereto are incorporated herein by reference, and a conformed copy thereof certified to by a Notary Public for South Carolina to be a correct copy has been filed with the Insurance Trustee.

B. Insurance Trust. The By-Laws of the Association provide that certain insurance shall be purchased by the Association with the named insured in all such policies being the Association, individually and as agent for the co-owners, without naming them, and as agent for their mortgagees. The By-Laws also make provision for the collection and disbursement of proceeds of such policies. This Insurance Trust Agreement is made in order to state the insurance provisions of the By-Laws in an agreement with the Insurance Trustee.

C. Assured. All insurance policies purchased by the Association during the life of this Agreement shall be for the benefit of the Association and the co-owners and their

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10-534 PAGE 233

mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to The National Bank of South Carolina, as Trustee. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes stated herein for the benefit of the co-owners and their mortgagees in the following shares, which shares need not be set forth on the records of the Insurance Trustee:

1. Common elements. Proceeds on account of damage to common elements - an undivided share for each co-owner; such share being the same as the undivided share of such co-owner in the common elements appurtenant to his, her or its apartment.

2. Apartments. Proceeds on account of damage to apartments shall be held for the co-owners thereof in proportion to the cost of repairing the damages suffered by each co-owner, which cost shall be determined by the Association; unless it is decided not to reconstruct, as provided for in the By-Laws, in which case such proceeds shall be held for the co-owners in the proportion in which they own the common elements.

3. Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of the co-owner of said apartment shall be held in trust for the mortgagee and the co-owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

D. Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

1. Expense of the trust. All expenses of the Insurance Trustee shall be paid or provisions made for payment.

2. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to co-owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

3. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to co-owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

4. Certificate. In making distribution to co-owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the co-owners and their respective shares of the distribution.

E. Association as Agent. The Association by the By-Laws has been irrevocably appointed agent for each co-owner and for each owner of a mortgage or other lien upon an apartment and for each owner of any other interest in the Regime property to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

F. Determination to Reconstruct or Repair after Casualty.

1. If any part of the Regime property shall be damaged by casualty, the decision as to whether or not it shall be reconstructed or repaired shall be made in the manner provided by the Master Deed and By-Laws.

2. Certificate. The Insurance Trustee may rely upon a certificate of the Association to determine whether the damaged property is to be reconstructed or repaired.

G. Reconstruction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against co-owners, shall be disbursed in payment of such costs in the following manner:

1. Association. If the total of assessments made by the Association as provided in the By-Laws in order to provide funds for payment of costs for reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

2. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against co-owners on account of such casualty, shall constitute a reconstruction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(a) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, the reconstruction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the reconstruction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(b) Association - major damage. If the amount of the estimated costs of reconstruction and repair

which is the responsibility of the Association is more than \$5,000.00, the reconstruction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in South Carolina and employed by the Association to supervise the work.

(c) Apartment damage. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a co-owner shall be paid by the Insurance Trustee to the co-owner, or if there is a mortgagee endorsement as to such apartment, then to the co-owner and the mortgagee jointly, who may use such proceeds as they may determine.

(d) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in the reconstruction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial co-owner which is not in excess of assessments paid by such co-owner into the reconstruction fund shall not be made payable to any mortgagee.

(e) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether sums paid by co-owners upon assessments shall be deposited by the Association with the Insurance Trustee, to determine whether the disbursements from the reconstruction fund are to be upon the order of the Association or upon approval of an architect or otherwise, to determine whether a disbursement is to be made from the reconstruction fund, nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made

by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name or names of the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a co-owner; and further provided, that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the reconstruction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association prior to the disbursements in payment of costs of reconstruction and repair.

H. Termination. This agreement shall continue as long as the members of the Association have an insurable interest in the improvements upon the lands, unless sooner terminated upon reasonable notice by either party and the payment of all costs of the Insurance Trustee to the date of the termination; provided, that if notice of termination is given prior to the appointment ~~of a~~ successor Insurance Trustee, a copy of such notice shall be ~~mailed by~~ registered or certified mail by the party giving the notice to each record owner of a mortgage upon an apartment of the ~~Register~~.

I. Interpleader. In the event of disagreement between the parties or with any of the beneficiaries or their mortgagees concerning the subject matter of this agreement, the Insurance Trustee in its discretion may withhold action on its part until directed to proceed by agreement of the parties to any such dispute or by an order of a court of competent jurisdiction; provided, however, that the Insurance Trustee in its discretion may deposit the subject matter of the dispute with a court of competent jurisdiction and interplead the other parties to such dispute.

EXECUTED by the parties the date above written.

WITNESSES:

CARMARY SQUARE ASSOCIATION, INC. (SEAL)

John W. Tolson
Lee D. Wallace

By: R. C. Case, Secretary
Attest: Ivan Gottlieb, President
ASSOCIATION

WITNESSES:

THE NATIONAL BANK OF SOUTH CAROLINA (SEAL)

Elizabeth P. Riley
Claudette H. Jackson

By: Lee D. Case
By: George W. Case
TRUSTEE

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

REC'D MAY -6 5 4 24



AMENDMENT TO THE CHARTER
OF CARNABY SQUARE ASSOCIATION, INC.

Be it resolved that in compliance with the Master Deed and
Charter of:

Carnaby Square Association, Inc.,
a non-profit corporation existing under
the laws of the State of South Carolina

-Providing for-

The administration of Carnaby Square
Horizontal Property Regime (an expandable condominium)

The following amendments to the Charter of Carnaby Square
Association, Inc., have been adopted and approved by more than
three-fourths (3/4) vote of the property owners and members of
Carnaby Square Association, Inc., on November 15, 1988.

THEREFORE, it is directed that the Charter of Carnaby Square
Association, Inc., be amended as follows:

To amend Article III Paragraph Five of the Charter of
Carnaby Square Association, Inc. to delete:

"In the event of the liquidation or dissolution of the
association, whether voluntary or involuntary, no member shall be
entitled to any distribution or division of its remaining
property or its proceeds, and the balance of all money and other
property received by the corporation from any source, after the
payment of all debts and obligations of the association, shall be
used or distributed exclusively for such purposes as those set
forth herein."

and add in its place the following language:

"In the event of the complete and permanent liquidation or
dissolution of the association, whether voluntary or involuntary
and after the payment of all debts and obligations of the

all
5-8-89

association all remaining property or its proceeds and the balance of all money and other property received by the corporation from any source shall be distributed to the homeowners in proportion to their percent of ownership of the total basic value of the regime property."

It is hereby certified that the above amendments to the Charter of Carnaby Square Homeowners Association, Inc., have been duly adopted in accordance with all requirements and provisions set forth in the existing Master Deed, Charter and By-Laws of Carnaby Homeowners Association, Inc.

WITNESS their hand and seal this 8th day of May in the year of our Lord, one thousand nine hundred and eighty-nine, and in the two hundredth and thirteenth year of the sovereignty and Independence of the United States of America.

WITNESSES TO ALL SIGNATURES:

Cornelia Arminia
Don H. G.

Paula B. Biggers
PAULA B. BIGGERS
President
Ramona Richardson
RAMONA RICHARDSON
Vice President
Barbara Peagle
BARBARA PEAGLE
Secretary
Paul R. Bouknight
PAUL BOUKNIGHT
C. David Shealey
C. DAVID SHEALEY

Personally appeared before me the undersigned and made oath that she/he saw the above named members of the Board of Directors of Carnaby Square Homeowners Association, Inc. sign and seal the above written amendment to the Charter and that she/he with the

D0934PAGE330

witnesses subscribed above witnessed the execution thereof.

WITNESS

SWORN to before me this

day of

1989.

Notary Public for South Carolina.
My Commission Expires

3/27/90

Derivation: D534 pg 232

D0934PAGE330

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

NOV -8 PM 4:23



AMENDMENT TO THE MASTER DEED
OF CARNABY SQUARE ASSOCIATION, INC.

Be it resolved that in compliance with the Master Deed of:

Carnaby Square Association, Inc.,
a non-profit corporation existing under
the laws of the State of South Carolina

- Providing for -

The administration of Carnaby Square
Horizontal Property Regime (an expandable condominium)

The following amendments to the Master Deed of Carnaby
Square Association, Inc., have been adopted and approved by more
than three-fourths (3/4) vote of the property owners and members
of Carnaby Square Association, Inc., on November 15, 1988.

THEREFORE, it is directed that the Master Deed of Carnaby
Square Association, Inc., be amended as follows:

By Deleting in its entirety Section M (page 14), option to
purchase, paragraphs (1) through and including paragraphs (7).

It is hereby certified that the above amendments to the
Master Deed of Carnaby Square Homeowners Association, Inc., have
been duly adopted in accordance with all requirements and
provisions set forth in the existing Master Deed, Charter and By-
Laws of Carnaby Homeowners Association, Inc.

NOV 5-8-89

WITNESS their had and seal this 25 day of January in the year of our Lord, one thousand nine hundred and eighty-nine, and in the two hundredth and thirteenth year of the sovereignty and Independence of the United States of America.

WITNESSES TO ALL SIGNATURES:

Charles D. Baker, Jr.
Barbara B. Castles
Barbara Peagle
Paul Bournight
Wanda Pekar

Charles D. Baker, Jr.
 CHARLES D. BAKER, JR.
 President

Barbara B. Castles
 BARBARA CASTLES
 Vice President

Barbara Peagle
 BARBARA PEAGLE
 Secretary

Paul Bournight
 PAUL BOURNIGHT

Wanda Pekar
 WANDA PEKAR

Personally appeared before me the undersigned and made oath that she/he saw the above named members of the Board of Directors of Carnaby Square Homeowners Association, Inc. sign and seal the above written amendment to the Master Deed and that she/he with the above witnesses subscribed above witnessed the execution thereof.

Charles D. Baker, Jr.
 WITNESS

SWORN to before me this
25 day of January, 1989

James A. O'Connell
 Notary Public for South Carolina
 My commission expires: 12/31/94

Derivation D534 P5232

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)



AMENDMENT TO THE MASTER DEED
OF CARNABY SQUARE ASSOCIATION, INC.

Be it resolved that in compliance with the Master Deed of:

Carnaby Square Association, Inc.,
a non-profit corporation existing under
the laws of the State of South Carolina

- Providing for -

The administration of Carnaby Square
Horizontal Property Regime (an expandable condominium)

The following amendments to the Master Deed of Carnaby Square Association, Inc., have been adopted and approved by more than three-fourths (3/4) vote of the property owners and members of Carnaby Square Association, Inc., on November 15, 1988.

THEREFORE, it is directed that the Master Deed of Carnaby Square Association, Inc., be amended as follows:

By Deleting in its entirety Section M (page 14), option to purchase, paragraphs (1) through and including paragraphs (7).

It is hereby certified that the above amendments to the Master Deed of Carnaby Square Homeowners Association, Inc., have been duly adopted in accordance with all requirements and provisions set forth in the existing Master Deed, Charter and By-Laws of Carnaby Homeowners Association, Inc.

see 5-19-90

WITNESS their had and seal this 25 day of January in the year of our Lord, one thousand nine hundred and eighty-nine, and in the two hundredth and thirteenth year of the sovereignty and Independence of the United States of America.

WITNESSES TO ALL SIGNATURES:

Amelia C. ...
Isabel M. ...

Charles D. Baker, Jr.
 CHARLES D. BAKER, JR.
 President

Barbara B. Castles
 BARBARA CASTLES
 Vice President

Barbara Feagle
 BARBARA FEAGLE
 Secretary

Paul Souknight
 PAUL SOUKNIGHT

Wanda Pekar
 WANDA PEKAR

Personally appeared before me the undersigned and made oath that she/he saw the above named members of the Board of Directors of Carnaby Square Homeowners Association, Inc. sign and seal the above written amendment to the Master Deed and that she/he with the above witnesses subscribed above witnessed the execution thereof.

Amelia C. ...
 WITNESS

SWORN to before me this
24 day of January, 1989

[Signature]
 Notary Public for South Carolina
 My commission expires: 12/21/94

JUL 14 1981
 REGISTERED
 BY CLARA L. BARTLETT
 RICHLAND COUNTY, S.C.

FIRST AMENDMENT TO MASTER DEED FOR
 CARNABY SQUARE HORIZONTAL PROPERTY REGIME
 (an expandable condominium)

Columbia, Richland County,
 South Carolina

JUL 23 1981
 REGISTERED
 BY CLARA L. BARTLETT
 RICHLAND COUNTY, S.C.

In accordance with Paragraph B-4 of the Master Deed for Carnaby Square, dated January 25, 1980, and recorded in the R.M.C. Office for Richland County, on March 19, 1980, in Deed Book D-534, at Page 232, Grantor does hereby elect to proceed to enlarge the Carnaby Square Horizontal Property Regime as provided in said Master Deed by including in and subjecting to said Regime all of that property, with improvements thereon, shown as Phase II in Exhibits "A" and "B" to said Master Deed, comprising fifty-four (54) apartments and such limited and general common area as are shown and delineated in said Exhibits "A" and "B" to said Master Deed.

In accordance with the provisions of said Master Deed and Exhibits thereto, the percentage interest or undivided share of each co-owner in the common elements shall be adjusted as set forth in Exhibit "C" to said Master Deed, and except for the expansion of the Regime as set forth hereinabove, all the terms, conditions and provisions of the Master Deed and Exhibits thereto shall remain in full force and effect as to that property shown as Phase I and Phase II in Exhibits "A" and "B" to said Master Deed.

IN WITNESS WHEREOF, the Grantor (or successor to Grantor) has caused these presents to be executed this 19th day of June, 1981.

WITNESSES

Frances M. Henderson
Diana Gallaway

CARNABY SQUARE - JOINT VENTURE
 By: R. J. Casale Company, Ltd.,
 a General Partner

By: [Signature]
 Louis J. Garday, Vice President

Attest: [Signature]
 Joanne M. Pastula, Secretary

STATE OF CALIFORNIA
COUNTY OF San Diego

D 587 466

PERSONALLY APPEARED before me Frances H. Henderson
and made oath that (s)he saw the within named Carnaby Square -
Joint Venture by R. J. Casale Company, Ltd., its General Partner,
by Louis J. Garday its Vice President, and Joanne M. Pastula,
its Secretary, sign, seal, and as the act and deed of said
corporation, deliver the within written First Amendment to
Master Deed for Carnaby Square Horizontal Property Regime (an
expandable condominium) for the uses and purposes therein
mentioned, and that (s)he with Nina Galloway
witnessed the execution thereof.

Frances H. Henderson
SWORN to before me this

19th day of June, 1981.

Nina Galloway (L.S.)
Notary Public for California

My Commission Expires: Nov. 8, 1981

D 50 466

[illegible]

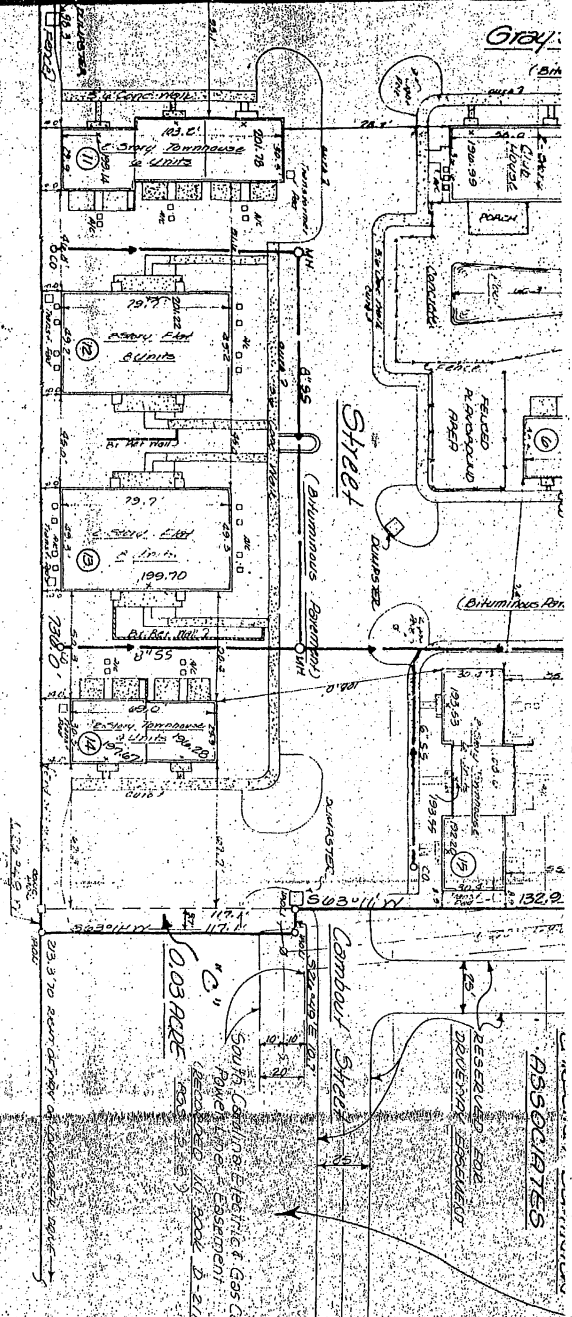
3. ALL EVIDENCES ARE BASED ON U.S.G.C.
G.S. 1929 MARIU SER LEVEL DATA.

2. THIS PLANT FIELD CHECKED AND BROUGHT

TOTAL AREA = 10.74 ACRES

<u>POREAGE SUMMARY</u>	
<u>PHASE 1 (304 UNITS)</u>	<u>7.84 PORES</u>
<u>INCLUDES PHASES</u>	
<u>PHASE 2 (54 UNITS)</u>	<u>2.90 PORES</u>

CERTIFICATE
I HEREBY CERTIFY THAT THE MEMORANDUMS
AS HAND OUT THIS DATE ARE CORRECT AND THESE ARE
SUBSCRIBED BY THE PROSECUTORS UNDER THIS SYMBOL.



The Park Apartments (Lincoln Properties)

- ALL AREAS SHOWN WITHIN BOUNDARIES ARE GENERAL CONDUIT SECTIONS EXCEPT AREAS SHOWN WHICH SHALL BE INDIVIDUALLY DIMENSIONED AND STRENGTH CALCULATED. ALL OTHERS WHICH ARE LIMITED CONDUIT SECTIONS.
- ALL SECTIONS ARE BASED ON U.S.C. & G.S. 1989 MEAN SEA LEVEL DATUM.
- THIS PLAN FIELD CHECKED AND BROUGHT UP TO DATE AS OF FEBRUARY 19, 1990.

REFERENCE SUMMARY
 PHASE 1 (BUILDINGS) 7.64 ACRES
 PHASE 2 (PARKING) 2.90 ACRES
 TOTAL AREA = 10.54 ACRES

Y-7004-A

B.F. BARBER & ASSOCIATES, INC.
 ENGINEERS-SURVEYORS-PLANNERS
 110 CALHOUN STREET
 P.O. BOX 119
 COLUMBIA, S.C.
 29202-0119
 803-732-4400

PROJECT
 CAPRIARY SQUARE HORIZONTAL
 PROPERTY REGIME
 IN RICHMOND COUNTY - NEAR COLUMBIA, S.C.

SHEET TITLE
 EXHIBIT B TO MASTER DEED
 LAND SURVEY & SITE PLAN
 SCALE: 1"=40' DATE: JULY 12, 1979

CERTIFICATE
 I, B.F. Barber, do hereby certify that the measurements shown on this map are correct and were obtained by the methods and procedures shown on this map. I am a duly licensed Professional Engineer in the State of South Carolina.
 BY: B.F. Barber NO. 2346
 DATED FOR REGISTRATION FEBRUARY 19, 1990
 BY: E. G. Gandy NO. 2046
 DEEDS, MAPS, ETC. & LAND SURVEYORS

SHEET
 OF
 REF. 10/2/79
 N.B. NO. 10/2/79
 15,000-15/15

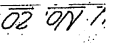
THE UNIVERSITY OF CHICAGO

This property is situated in Richland County near Columbia, South Carolina and contains 7.84 acres and is comprised of the western portion of Carnaby Square complex and is more particularly shown and delineated in Exhibit A to Master Deed Land Survey and Site Plan - Carnaby Square Horizontal Property Regime by B. P. Barber & Associates, Inc. - Engineers - dated July 12, 1979. (Drawing No. 10,820-819).

100

This property is situated in Richland County near Columbia, South Carolina and contains 2.90 acres and is comprised of the eastern portion of Carnaby Square Complex and is more particularly shown and delineated on Exhibit A to Taster Beed - Land Survey and Site Plan - Carnaby Square Horizontal Property Regime by S. F. Barber & Associates, Inc. - Engineers dated July 12, 1970 (Drawing No. 18,820-019).

0111



Interstate Highway No. 20 Centerline



CONNECTIONS - ROOM D - 219. 40-001-1024.
D. DEAD TO CITY OF COLUMBIA FOR SANITARY
SERVICE AND BARRIERS TO SANITARY.

[illegible][illegible][illegible]

PROJECT ENG	HEE
DESIGNED BY	HEE
DRAWN BY	WJS
CHECKED BY	H.C
APPROVED BY	HEE

1992

FILED

WYNNE PARKER
Freeport Associates

Freeport Associates

10.17 Acres

Proposed Frontage Road

698.0' along Highway right
of way to property line of
property of now or formerly
The Great Southern Mortgage
Company and C. W. Haynes
Company Incorporated.

Highway Right of Way

Eccenterline

Interstate Highway No. 20

The Subdivision Plat shown hereon has been found to be exempt from the Richland County Subdivision Regulations.

December 7, 1926

Map of Charles E. Miss
Name, Title
Mayor, Squares Coordinator

In Richland County ~ Near Columbia, S. C.

Surveyed For

X-6950

Freeport Associates

Scale: $1'' = 200$

B.P. Barber & Assoc. Inc. ~ Engrs. ~ Columbia, S.C. ~ Mar 22, 1971

Note: This map revised April 15, 1971 to show adjusted bearings

2 This map brought up to date Nov 4, 1971 to confirm boundaries, courses and distances.

3. THIS MAP REVISED NOVEMBER 24, 1976 TO SHOW PARCELS C, D, E, AND F AS SURVEYED BY US.

REF:

#15,138-D10
142-051-B1F

16,929-98

15217-95

Printing-Record Books

The House of Quality

ESTABLISHED 1844

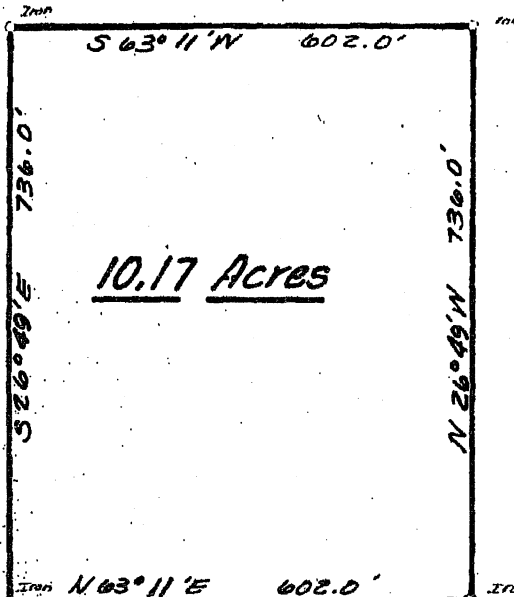
3

40-827

Freeport Associates

Freeport Associates

Freeport Associates



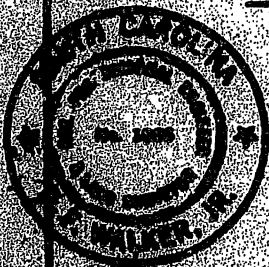
See 0 along Highway right of way to property line of property of Gov or formerly The Great Southern Mortgage Company and C. W. Haynes Company, Incorporated.

Proposed Frontage Road

Highway Right of Way

Centerline

Interstate Highway No. 20



Map of

Carnoby Square

In Richland County ~ Near Columbia, S. C.

Surveyed For

Freeport Associates

Scale: 1" = 200'

B.P. Barber Assoc. Inc ~ Engrs ~ Columbia, S.C. ~ Mar. 22, 1971

NOTE: This map revised April 15, 1971 to show adjusted bearings.

-bpb-

FILED
JUN 9 12 40 PM '71
JOHN R. I. MAJOR
C.C.C.P. & G.S.

15, 130-D10

40-827

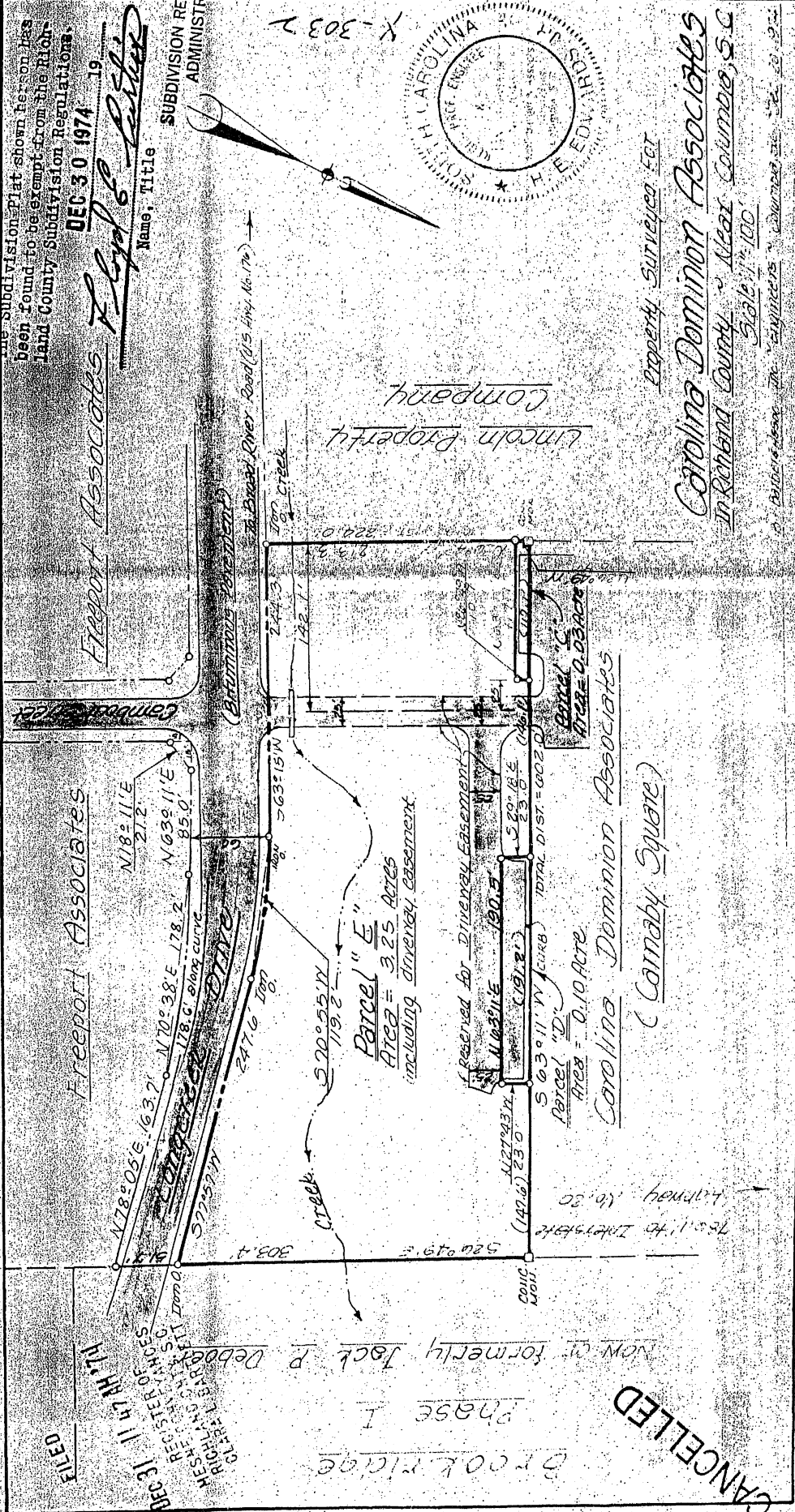
15, 217-AB

FILED

RECORDED
11/17/1974
COUNTY OF
ROCKINGHAM
LIBERTY
CLERK

Brookridge
Phase I
formerly Jack P. Deboe

CANCELLED



11,897.6 sq. ft.

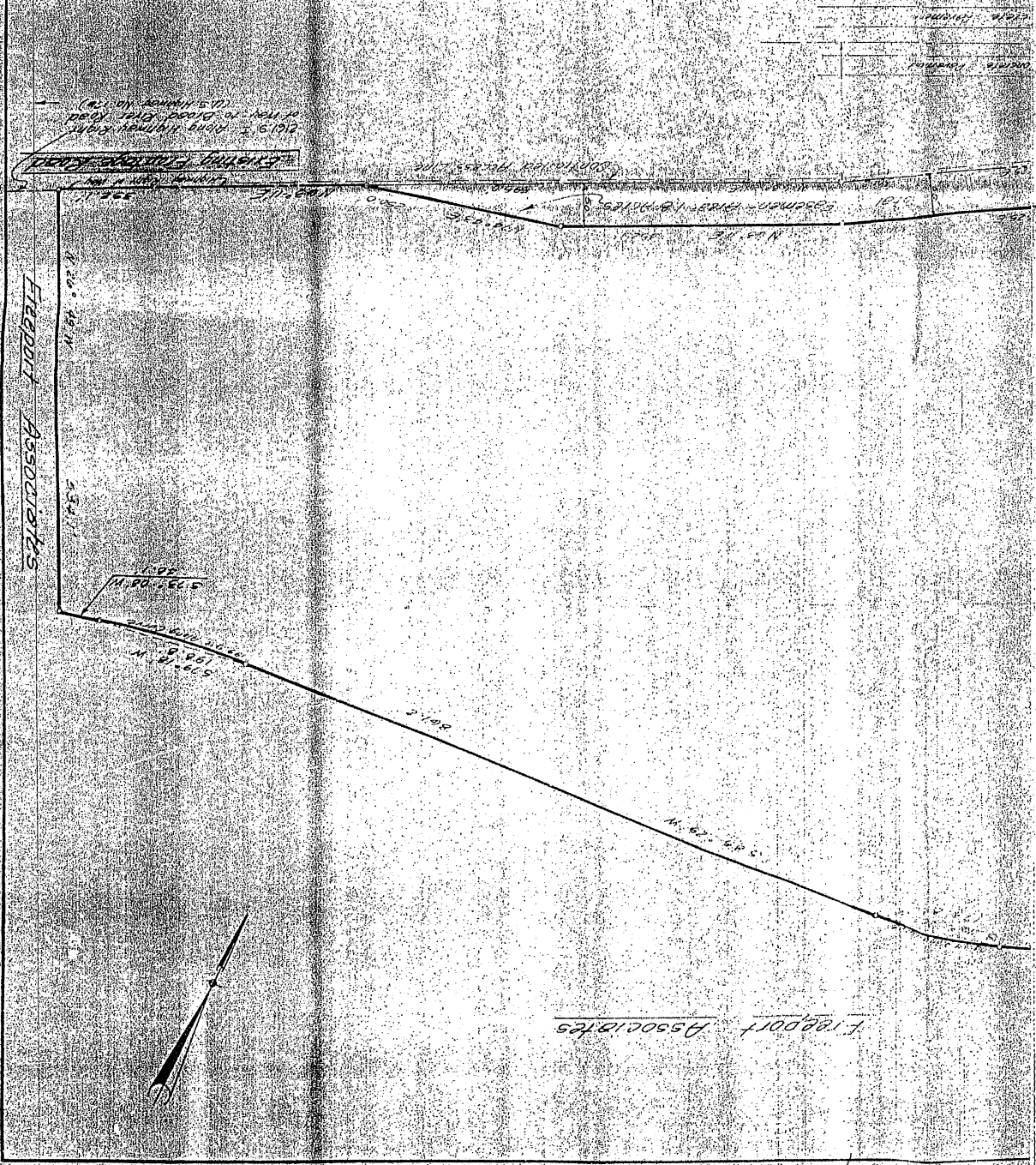
15,275 sq. ft. 10,929-G4

bpb-

Commission Associates
County ~ Near Columbia, S.C.
Scale: 1" = 100'
Engineers ~ Columbia, S.C. ~ Nov. 5, 1971



Map Prepared For
Total Area = 40.12 Acres
(Includes Parcel A)

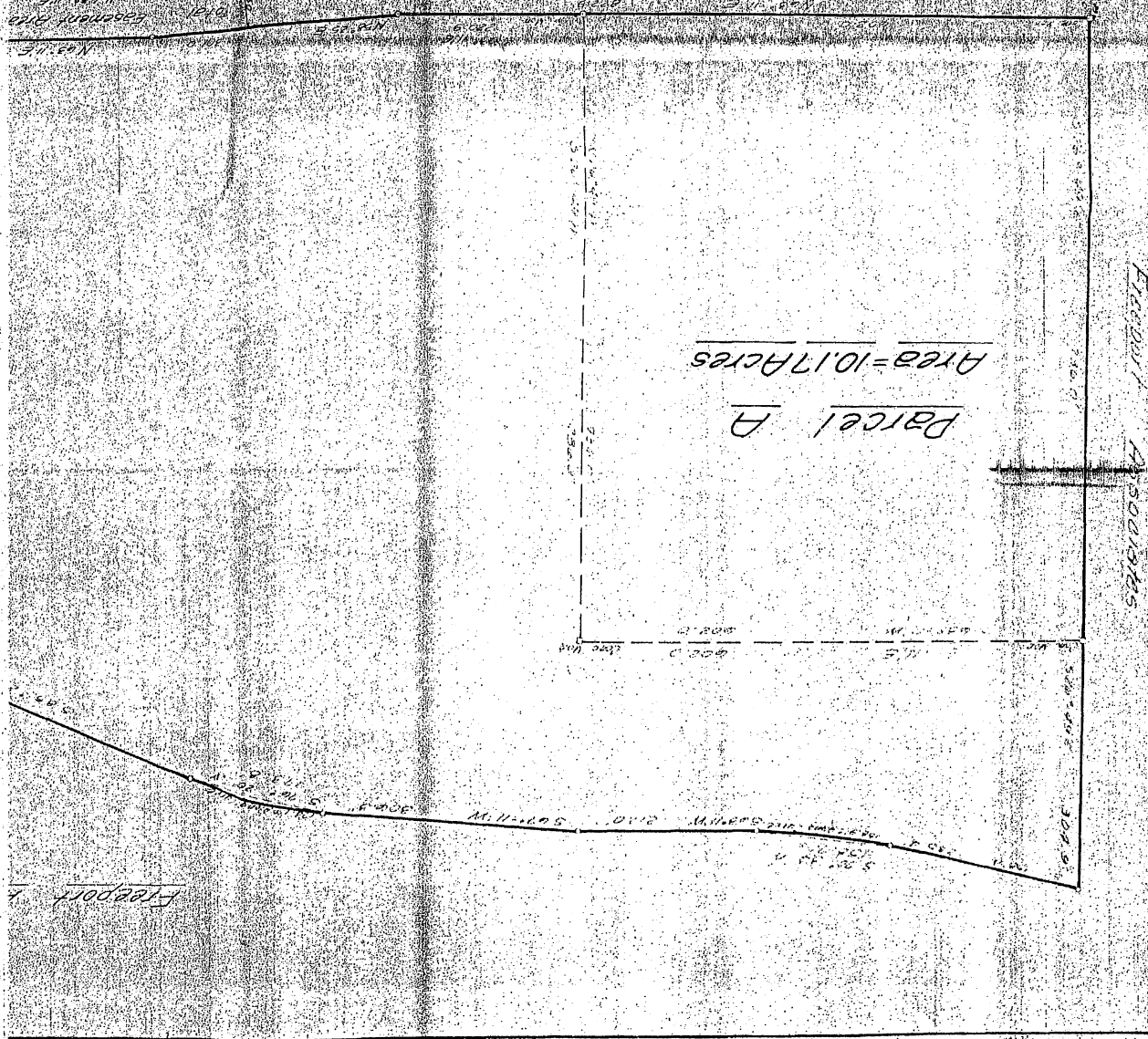


Fireport Associates

X-1705

X-1705

Freeport, N.Y.



Area = 10.17 Acres

Parcel A

Interstate Hwy No 20

Total Area
(Include)

Map Prepared For

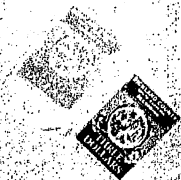
Carolina Dominion Assoc

In Richmond County ~ Near Colum

Scale: 1"=100'

B. B. Barber & Assoc, Inc. ~ Engineers ~ Columbus, G. A.

Nov 9 12 40 PM '71
JOHN C. C. C. P. & G. S.
MAJOR



X-1705

56
495

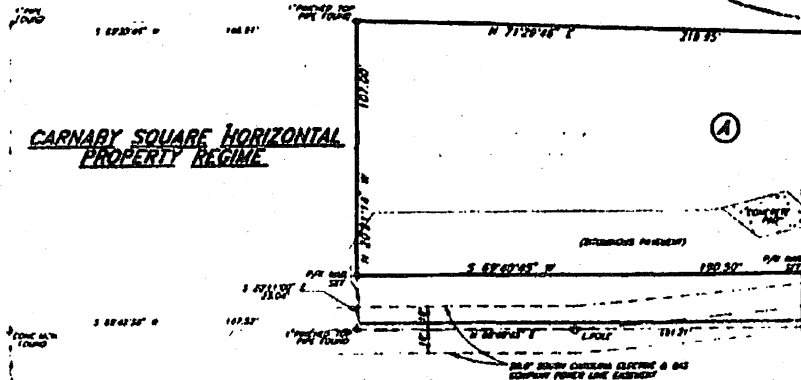
THIS MAP WAS PREPARED BY B. B. BARNES & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM B. B. BARNES & ASSOCIATES, INC.



CALCULATED LINES

**McWIL, A SOUTH CAROLINA
GENERAL PARTNERSHIP**

**CARNARY SQUARE HORIZONTAL
PROPERTY REGIME**



**CARNARY SQUARE HORIZONTAL
PROPERTY REGIME**

AREA:
PARCEL A = 33,458 SQ.FT. OR 0.768 ACRE
PARCEL B = 5,895 SQ.FT. OR 0.135 ACRE
PARCEL C = 27,582 SQ.FT. OR 0.633 ACRE
TOTAL AREA = 66,935 SQ.FT. OR 1.536 ACRE

- NOTES:**
1. REFERENCE IS MADE TO THE
 A. A MAP OF CARNARY SQUARE
 B. ASSOCIATES, INC. DATED
 1996
 B. A MAP OF CARNARY SQUARE
 C. P. BARNES & ASSOCIATES, INC.
 DATED
 1996
 C. A PROPERTY SURVEYED
 ASSOCIATES, INC. DATED
 1996
 D. RICHLAND COUNTY TAX

FLOOD CERTIFICATION

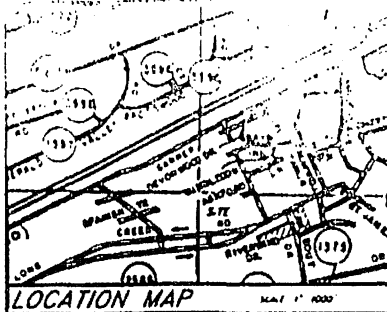
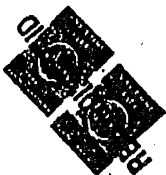
THE FLOOD INSURANCE RATE MAP FOR RICHLAND COUNTY, SOUTH CAROLINA, COMMUNITY PANEL NUMBER 47, 1000003, DATED JANUARY 19, 1996, AND HEREBY CERTIFIED THAT THE PROPERTY IS NOT LOCATED IN THE 100 YEAR FLOOD HAZARDOUS AREA.

REF ID: A6714195

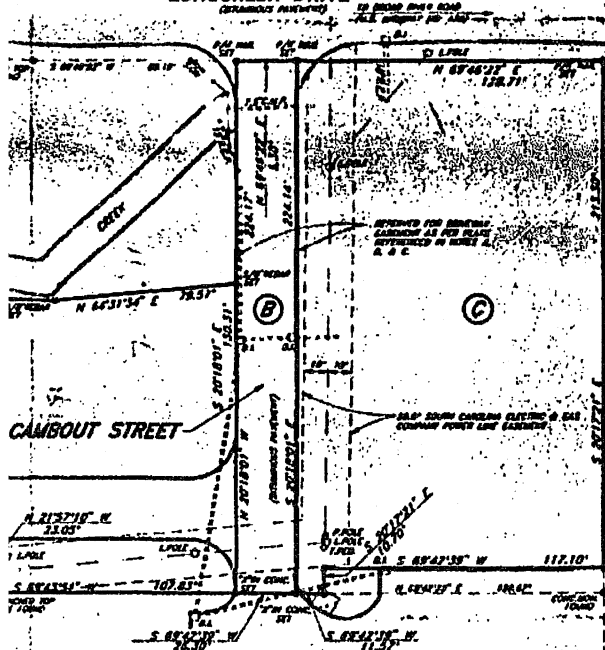
FILED

05 JUL 22 14 3 25

REGISTRATION
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE
WASHINGTON, D.C. 20535



LONGCREEK DRIVE



THE PARK APARTMENTS

The Subdivision First Street, through has been found to be exempt from the Richland County Subdivision Regulations.

25 June 1996
Sean Matthews Sub Admin
Yam. Field

APPROVED FOR RECORDING

DATE 25 June 94

Sgt. Matthew Sub Admin
PAGE TWO

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREIN IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE HIGHLAND COUNTY SUBDIVISION REGULATIONS AND THE INSTRUMENT SHOWN HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN THOSE REGULATIONS.

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREIN IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE MIDLAND COUNTY SUBDIVISION REGULATIONS AND THE MONUMENTS SHOWN HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN THOSE REGULATIONS.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

H.B. SINGLE IN C.P.L.S. NO. 10289

ONTARIO

FOLLOWING:

SURVEYED FOR FREEPORT ASSOCIATES BY B.P. GARDNER
MARCH 22, 1971 (DRAWING NO. 15,217-AB)

SUPPLIED FOR CAROLINA COMMISSION ASSOCIATES BY
INC. DATED OCTOBER 12, 1972 (DRAWING NO. 14,051-B15)

CAROLINA DOMINION ASSOCIATES BY B.P. BARBER &
JANUARY 20, 1974 (DRAWING NO. 16,820-AB)

SS005 MAP NO. 07411-A1-01

100-102752

455-
R.F. BARNER & ASSOCIATES, INC.
BOSTON • NEW YORK • CHICAGO • PHILADELPHIA
200 WEST 57TH STREET, NEW YORK, N.Y. 10019



PROPERTY SURVEY

TEMP. 1° = 40° DATE FEB 24 1954

CARNABY SQUARE

ACTA COLUMBIANA

96084.DWG
 37,858-G4
 1537
 96034
 37,858-G11

1

parties intended a certain thing and by an error, such as a drafting error, the instrument does not reflect what the parties intended it to. Sims v. Tyler, 276 S.C. 640, 281 S.E.2d 229 (1981); Berlin v. Stikeleather, 232 S.C. 116, 101 S.E.2d 185 (1957).

2. Carnaby Square Association, Inc. has shown by clear and convincing evidence that both parties to the Master Deed were mistaken as to the ability to amend the provisions of the Master Deed with the one hundred percent (100%) level of acquiescence. It is clear that the parties intended to allow amendment of the provisions of the Master Deed. Because of a mutual mistake, the level of acquiescence, the Master Deed is virtually unamendable and the provisions of the Master Deed do not represent the intent of the parties.

IT IS THEREFORE ORDERED that:

1. The Master Deed, recorded in the office of the R.M.C. for Richland County at Book D-534, page 232, shall be reformed.
2. The Master Deed shall be reformed by amending paragraph J to read as follows:

J. AMENDMENT OF MASTER DEED: Neither this Master Deed nor any of its provisions shall be revoked or amended without the acquiescence of owners representing at least three-quarters of the total basic value of the Regime Property, as then constituted, as set forth in Exhibit "C" to the Master Deed. Any such amendment shall become effective upon its filing in the R.M.C. Office of Richland County, South Carolina. Also, the system of administration as set forth in the Charter and By-Laws may be amended and modified from time to time in accordance with the provisions of the Act and any other applicable provisions of the Code of Laws of South Carolina, the Charter and By-Laws of

the Association. The procedure for effecting such an amendment or revocation shall be that as provided for amendment of the By-Laws, hereto attached, to include the approval of co-owners representing at least three-quarters of the total basic value of the Regime Property as then constituted as set forth in Exhibit "C" to the Master Deed, subject to the following conditions: (a) No amendment by the Owners shall alter the dimensions of a Unit or the percentage of the interest in the Common Elements appurtenant thereto without the consent of the Owners of such Unit; and (b) No amendment shall have any material effect upon the rights of any bonafide mortgagee holding a valid interest in all or any part of the subject Regime until the written consent of the mortgagee has been obtained. Any such amendment, shall be subscribed to said amendment with the same formalities required in South Carolina for the making and executing of Deeds.

4. The reformed amendment provisions shall be put in a form which is acceptable to the R.M.C. and filed with the office of the Richland County R.M.C. Costs of recording are to be paid by the plaintiff.

5. The reformed Master Deed provisions shall be entered in the Deed indeces in the same manner as was the original Master Deed, with cross-reference to the original Master Deed. Further, the Record of the reformed provision shall be entered in the Grantor index in the name of owner and co-owner of a unit of Carnaby Square as listed above in the caption of this Order.

AND IT IS SO ORDERED.

9017
JAMES C. HARRISON, JR., MASTER IN
EQUITY FOR RICHLAND COUNTY

Columbia, South Carolina

October 24, 1988.

BOOK 110781 PAGE 759

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

RECORDED

REGISTERED BY THE CLERK OF THE COURT

1985 FEB 27 PM 3:39

AMENDMENT TO THE BY LAWS OF CARNABY SQUARE ASSOCIATION, INC.

Be it resolved that in compliance with the By-Laws of

Carnaby Square Association, Inc., a non-profit Corporation existing under the laws of the State of South Carolina

-Providing for-

The Administration of Carnaby Square
Horizontal property regime
(an expandable condominium)

the following amendments to the By-Laws of Carnaby Square Association, Inc.,
have been adopted and approved by two thirds (2/3) vote of the property owners
and members of Carnaby Square Association, Inc., on March 8, 1985.
THEREFORE, it is directed that the By-Laws of Carnaby Square Association Inc.,
be amended as follows:

1. By amending paragraph B(1) to read as follows: "The annual members meeting shall be held at the office of the Association in March of each year at a date and time to be determined by the Board of Directors."
2. By amending paragraph C(3) to read as follows: "The term of each Director's service shall be 2 years for three (3) directors and 1 year for two (2) directors. At the expiration of the term of each director his/her successor shall be elected for a term of two (2) years thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided."
3. By amending paragraph G-6(a) to read as follows: "Interest; application of payments. Assessments and installments thereon paid on or before ten (10) days after the date when due shall not accrue late charges, but all sums not paid on or before ten (10) days after the date when due shall be charged a late fee of Ten Dollars (\$10.00) per month. All payments upon account shall be first applied to late fees and then to the assessment payment first due."

BOOK 110781 PAGE 759

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M22781

4. By amending paragraph G-6(b) at line 20, page 15 after the word otherwise continuous through line 23 including the word Association to read as follows: "including late fees of Ten Dollars (\$10.00) per month with all costs and reasonable attorney's fee incurred by the Association."
5. By amending paragraph G-6(b) at line 8, page 16 after the word judgement continuous through line 11 to read as follows: "including late fees together with all costs and reasonable attorney's fees incurred by the Association incident to the collection of such assessments."
6. By amending paragraph K, page 23 in its entirety to delete paragraph K from the By-Laws.

It is hereby certified that the above amendments to the By-Laws of Carnaby Square Homeowners Association, Inc., have been duly adopted in accordance with all requirements and provisions set forth in the existing By-Laws of Carnaby Square Homeowners Association, Inc.

WITNESS their Hand and Seal this 26 day of February in the year
of our Lord one thousand nine hundred and eighty-six and in the
two hundredth and tenth year of the Sovereignty and Independence of
the United States of America.

Constance P. Thomas
Witness

Constance A. Thomas
Witness

Bill Bates, President
Bill Bates

Paul Bouknight
Paul Bouknight

Earle Eagle
Earle Eagle

Barbara B. Castles
Barbara Castles

Handa Pekar
Handa Pekar

BOOK D0781 PAGE 761

Personally appeared before me the undersigned and made oath that she/he saw the above named members of the Board of Directors of Carnaby Square Home-owners Association, Inc. sign and seal the above written amendment to the By-Laws and that she/he with the above witnesses subscribed above witnessed the execution thereof.

G. A. Shivers
Notary Public of South Carolina
My Commission Expires: 12/21/94

Charles P. Daniel
Witness

BOOK D0781 PAGE 761

ADDENDUM TO MASTER DEED
AND BY-LAWS OF
CARNABY SQUARE
HORIZONTAL PROPERTY REGIME

The Homeowners of Carnaby Square in compliance with the provision of the Master Deed do hereby add this addendum to the Mater Deed to provide the following.

a) That in an effort to keep the outside decorum of the complex, the Homeowners by a general vote of 75.53% have agreed that:

1. All Homeowners who own Town Houses and desire to build an extension to their patio pad will be required to submit plans to the Board of Directors for approval detailing the construction process
2. All Homeowners who presently have an extension to their property whether built by the present owner, or previous owners will be required to maintain the construction in good order.
3. In addition to extensions, also known as Florida Rooms, permission from the board must be obtained for any other type of construction within the bounds of the patio area.

It is hereby certified that the above addendum to the Master Deed of Carnaby Square Homeowners Association Inc. have been duly adopted in accordance with all requirements and provisions set forth in the existing by-laws of Carnaby Square Homeowners Association, Inc.

D534 pg. 326

Jayce B. Blum
Witness
Marquise Russo
Witness

Date May 20, 2003

Manuel Sharpe
Manuel Sharpe, President
Laverne Moore
Laverne Moore, Vice President
Paul Russo
Paul Russo, Secretary
Barbara Mitchell
Barbara Mitchell, Director
Jane Simmons
Jane Simmons, Director

page 1 of 2

Book 00800-0046
200305546 05/29/2003 09:32:19 74
Fee: \$10.00 County Tax: \$0.00 State Tax: \$0.00

Addendum



200305546 John G. Harris

Richland County ROD

DATE

May 20, 2003

Personally appeared before me the undersigned and made oath that she/he saw the above named members of the Board of Directors of Carnaby Square Homeowners Association, Inc. sign and seal the written amendment to the Master Deed and that she/he with the above witnesses subscribed above witnessed the execution thereof

Linda Harrison
Notary Public of South Carolina

My Commission expires:

September 11, 2006

Jay B. Blum
Witness

Jean I. Hopkins II

page 2 of 2

CARNABY SQUARE HOMEOWNERS ASSOCIATION
Rules and Regulations

Every reasonable means have been taken to insure that your residency is safe, pleasant and enjoyable. This property is privately owned by owners of their units.

We are required to abide by certain standards.

Consideration and courtesy to others, plus your cooperation in maintaining an attractive home will help sustain the high standards of this complex.

The following rules and regulations are intended for the comfort, welfare and safety for you and your visitors, and are to maintain the appearance and reputation of our complex. They will be amended from time to time to achieve this purpose. Your cooperation will be greatly appreciated.

Any co-owner, tenant or guest is bound to comply with the following Rules and Regulations

Any act which endangers the life, safety, property or peaceful enjoyment of the complex or its occupants is a violation of our Master Deed and is grounds for civil action against owners, or in the case of renters, grounds for eviction.

Occupancy is limited to two persons per bedroom. Any variation must be approved by the Board of Directors.

All guests of a resident shall register with the office within 2 days of arrival at the complex.

A guest is a person (s) whose stay does not exceed 15 consecutive days or 30 days per year.

Any rule or regulation set forth in this document that is in conflict of the Master Deed, the Master Deed shall prevail.

1. REGIME FEES are due the first day each month. A late charge of \$10.00 will be added if your payment is not received by the 10th of the month.

2. ALL RESIDENTS are asked to keep noise to a minimum between the hours of 10PM and 7 am. Please show consideration for your neighbors. Residents should caution guests in this regard/

3. TRAILERS BOATS, CAMPERS, RECREATIONAL VEHICLES AND COMMERCIAL VEHICLES should be parked in the area adjacent to the tennis courts, or in other spaces recently cleaned out. Vehicles not operating should be removed from the complex. Minor repairs or oil changes should be done in this area and not in front of the unit. Old oil should be recycled according to the laws of South Carolina. No cars, trucks, bicycles, motorbikes, motorcycles, etc. shall be driven on the grass of the premises. Unidentified vehicles are subject to be towed away at the owners expense.

4. PARKING Each unit is provided with 2 parking spaces as near as possible to the unit. Extra vehicles or guest parking is in an area around the clubhouse or any other space that does not infringe on the parking privileges of other residents.

Please notify guests that they should not park in front of other residents units

All vehicles must be registered with the association office within 48 hours of moving, in or replacement of vehicle. Not to do so, can insure a \$25.00 fine. Any vehicle without a parking permit or guest permit will be towed

5. CLUBHOUSE is for the exclusive use of the co-owners and their guests. Reservations are limited to persons over 21 years of age who are owner/residents. Clubhouse reservations do not include the pool or the pool deck. Carnaby Square Association assumes no liability or risk for anyone using the Clubhouse. Reservations may be made through the Association office. A security deposit of \$250.00 is required plus a fee of \$60.00 for usage and cleaning. There will be an extra charge for any extensive cleanup or damage which will be deducted from the security deposit.

When the clubhouse is used for association sponsored events (no charge), alcoholic beverages are not allowed

6. WINDOWS A/C To preserve the decorum of our outside walls, no window air conditioners are allowed.

7. SATELLITE DISHES. No satellite dish of any kind are permitted anywhere on the grounds, patios, balconies or roofs.

8. CLOTHES LINES. No clothes lines of any kind permitted. There are ample dryers in the laundry room.

9. MODIFICATIONS. All outside walls and inside load bearing walls are considered common elements. No modifications are permitted unless approved by the Board of Directors. Any extensions to the town houses patios must be approved by the Board of Directors.

10. PLANTING. It is permissible to plant flowers, etc. as long as the border does not exceed 18 inches from the patios

11. RENTAL CAPS. Owners who decided to rent their units must apply at the office. There is a 25% rental cap. If the cap is full, the owner will be put on a waiting list.

12. WATER USAGE. Occasionally a building will show an abnormal water usage which indicates that there is a water leakage in one or more units. The Association will advise each unit to check for leakage. Every resident is obliged to respond to the instructions given.

Failure to respond will make each unit not responding liable for a portion, or all of the overage costs.

99% Of leaks are caused by leaky toilets. If the leak cannot be repaired immediately, the water to the leaking toilet should be shut off pending repairs.

13. The laundry room is locked at all times. Apply at the office for a key.

14. PETS Only small type dogs and cats permitted. Pets are not allowed on the complex unless they are on a leash or carried. Pets are not to be walked on grassy areas. The areas adjacent to Longcreek Drive entrance and along Frontage Road are designated pet walking areas. Pet owners are required to clean up after their pets and dispose feces in dumpsters. Pets are not to be left unattended in the common areas. All pets must be tagged by Richland County. All ordinances which are enforced by Richland County will be observed in our complex. **Renters need homeowners permission to have a pet.**

15. CAR WASH area is provided on the side of the clubhouse. Car washing is not permitted in parking spaces in front of units. Please help to conserve water while washing your car. Heavily soiled or commercial vehicles shall not be washed in the complex due to the residue left on the pavement.

16. POOL is for exclusive use of the residents of Carnaby Square. Guests are limited to two guests who are not residents of the Columbia area.

Children 13 years of age or under must be accompanied by a guardian 18 years or older. Pool Hours are from 10 AM to 10 PM. Pool rules are based on guidelines, rules, and regulations as set by S.C. DHEC. Please observe the posted rules which are given to each resident at the beginning of each swim season.

Everyone must take a shower before entering the pool. If you use body oil of any kind you must take a soap shower before entering the pool. Hair shampooing in the shower is not permitted. Appropriate bathing attire only in the pool. No cutoffs and no diapers.

Any person with shoulder length hair must restrain hair while in the pool. Elastic bands may be used.

Only toilet trained children allowed in pool.

No floats, inner tubes, rafts, balls, flippers, or toys permitted in the swimming pool area. Life rings may be used by non swimmers as long as they are in contact with the swimmers body.

No Styrofoam permitted in the pool area.

Parents are held strictly responsible for the safety, as well as the behavior of their children.

The association is not responsible for accidents. We advise people for safety reasons to use the buddy system and not swim alone.

No pets permitted in the pool area.

During an electrical storm every one must get out of the pool.

Do not enter in the laundry or recreational building with wet bathing attire.

No running, rough play, pushing or shoving is allowed.

Pool utilities such as life rings, hooks etc. are not to be disturbed, used or played with as these are emergency safety equipment.

The management may at their discretion limit the number of guests at the pool at any given time for the safety and welfare of all.

Alcohol and water do not mix. For your safety, no alcoholic beverages are allowed in the swimming pool area.

The three parking spaces by the pool are for car wash only. No parking permitted in the car wash stalls.

The pool gate will remain locked at all times. Keys are available at the office. Anyone tampering with the lock will be subject to a fine and banned from the pool for the remainder of the season.

There are no Life Guards on duty at any time

THE FOLLOWING IS OF INTEREST TO TENANTS (RENTERS)
and where applicable, co-owners.

Owner must submit a copy of the rental lease to the Association office listing names, ages, and number of residents. Any substitution must be approved by the homeowner who must notify the Association office of such a change.

17. LEASE SHALL CONTAIN:

- a. A "no subleasing" clause
- b. A statement that renters must abide by the rules and regulations of the Association.

18. LEASE shall be a minimum of six (6) months.

19. HOME OWNER SHALL REQUIRE THAT:

- a. the tenant be furnished with a copy of the Rules and Regulations and an application for parking permit (s)

20. The Association will enforce DHEC regulations as to the number of tenants a unit can contain. Each occupant of a unit must be listed on the lease. No Dormitory arrangements allowed.

21 Tenants and their homeowner shall be responsible for keeping the patio and area around their unit clean and free of any debris as well as the common areas. No bicycles, baby carriages or other items, shall obstruct the entries, sidewalks, or other common grounds.

22. Tenants and their homeowner owners shall be responsible for the conduct and actions of their children. Young children are not to be left unattended on the common areas. The common grounds are not to be considered as a play ground for children

23 Parking is limited to two (2) spaces per unit.

24. No loud or boisterous conduct is permitted at any time. Radios, Televisions, musical instruments and other sound producing equipment, shall be used in a manner that will not disturb other residents.

25. PET gate, and swimming pool gates require one key to open the above mentioned gates. There is a Thirty Five (\$35.00) refundable deposit for a key. Keys for the Tennis Courts are available for a \$10.00 refundable deposit. Tennis Courts are not playgrounds. Tenants must present a signed lease and must have a parking permit to be eligible for pool keys.

No snakes or other exotic animals are allowed on the premises.

26. Tenant/Homeowner will be held responsible for any damage to the common elements.

27. Homeowners will be responsible for any costs related to eviction of any tenants,

28. Homeowner is responsible for keeping up the inside of unit in order to maintain high quality rental value.

29. Club house usage is for homeowner only.

30. The Association does not provide lockout service.

31. Tenant must not exceed occupants declared on lease without homeowners permission.

32. Tenant must deal directly with the home owner concerning any problems that arise with their unit or other related matters. If tenant calls the Association office with any problems, the owner will incur a processing fee. This fee is twenty five dollars per hour (\$25.00) with a minimum fee of \$25.00.

33. No inoperable vehicle of any description shall be stored or left on the premises without prior written consent of the Association.

34. Any boat, trailer, camper, etc., parked in the storage area must be registered in the Association office. Any of the above not registered in the Association office will be towed without prior notice.

35. TENNIS COURTS are for playing tennis only. Courts are kept locked for security. Keys may be obtained in the Association office.

36. LAUNDRY ROOM is limited to use by residents of the complex. Keys may be obtained in the Association office. There is \$10.00 deposit. Be careful not to use too much soap or overload the machines, as neither is good for the machines nor will you get a clean wash.

The complex is also governed by the laws of South Carolina.
Ref, Code of Laws of South Carolina Volume 10 Chapter 31,
Horizontal Property Act

18. RIGHTS. The rights of the Association contained herein are cumulative, and failure of the Association to exercise any right shall not operate to forfeit any other rights of the Association. No waiver by the association of any rule or regulation shall be deemed to constitute or imply further waiver of that or any other rule or regulation.

19. ENFORCEMENT. The Board of Directors are the only one who have the authority to enforce the covenants, and restrictions of these regulations.

The authority may be delegated to the Association Manager and various committees.

Infraction of the rules and regulations shall be dealt with progressively as follows.

a. Oral or Written warning, to be documented and placed in the owners file.

b. Written warning. Resident will be given 14 days to respond and request a hearing on the matter.

c.. FINE. Fines are based on a per occurrence basis.

If an infraction is not cured after steps one and two are taken, a \$25.00 fine will be levied. A second infraction of a rule is \$50.00

Third infraction is \$75.00 fine and increased per occurrence \$25.00

All unsatisfied fines will be subject to a lien on the owner's property.

The rules and regulations may be changed from time to time by the Board of Directors. Such rules and regulations must be observed and respected.

GRIEVANCE. In the event of a dispute that remains unsolved, you are encouraged to file a grievance with the grievance committee. Forms are available in the office.

SPEED LIMIT ON ALL OUR ROADS WITHIN THE
COMPLEX IS 15 MPH

Solicitation is not allowed in the complex.