

**LIONS GATE HORIZONTAL
PROPERTY REGIME, *INC.*
MASTER DEED—BY-LAWS—EXHIBITS
AND ALLIED INSTRUMENTS**

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LION'S GATE BOARD OF MANAGERS

**Meeting at The Keenan Company
September 15, 1980**

I. ANNUAL ASSESSMENTS

(a) Master Deed Provisions - Article XXVII

- (1) Section B - Assessment payable as determined by the Board of Managers.**
- (2) Section C - Annual Assessment established upon adoption of Budget by Board. If later Board feels is insufficient may levy additional assessments.**
- (3) Section E - Budget should contain sum to be used as a general operating reserve to cover delinquent payments, etc.**
- (4) Section G - Payment of assessment in default if not paid on or before due date. Board may accelerate remaining installments if in default, such to be due ten (10) days after notice thereof. If installment not paid within twenty (20) days after due date, Board may pursue remedies. Delinquent installments bear interest at 8% (but see By-Laws Article IX, Section 8).**
- (5) Section H - Owner of dwelling personally liable for all assessments, interest, and costs and attorneys fees.**
- (6) Section J - Association has a lien upon the dwelling and its common elements for all assessments, costs, advancements, interest, and attorneys fees. The lien may be foreclosed like a mortgage lien and rental collected during such foreclosure.**
- (7) Section K - Lien effective after file a claim of lien in County records.**

(B) BY-LAW PROVISIONS

- (1) Article III - States general obligation of owner to pay assessments pro-rata.**
- (2) Article IX -**
 - (a) Section 1 - A recapitulation of Master Deed provisions.**
 - (b) Section 3(a) - Assessments increased at two (2) year intervals. Need vote of 2/3 of owners, after proper notice, to increase.**
 - (c) Section 7 - Assessment fixed at least 30 days prior to assessment period. Written notice sent to each owner.**
 - (d) Section 8 - If assessment not paid within thirty (30) days after due date, it shall bear interest at 8% per annum. May bring action against owner or foreclosure lien, for assessment, interest, costs, and attorneys fees.**

II. NOTICE OF DEFAULT

Article XXXIII - So long as Home Federal or Security Federal holds a mortgage lien on a dwelling, the Association shall notify them of any default by an owner-mortgagor in the performance of his obligations under the Master Deed, By-Laws, or Rules and Regulations which is not cured within thirty (30) days.

III. SPECIAL ASSESSMENTS

(A) Master Deed Provisions

- (1) Article XXIV - If Regime as a whole is taxed may include in budget or assess separately.
- (2) Article XXVII
 - (a) Section C - If annual budget not sufficient or emergencies arise Board may levy an additional assessment(s).

(B) By-Law Provisions

- (1) Article III - States general obligations of owner to pay periodic assessments to include assessments for a capital improvement and obsolescence fund.
- (2) Article IX
 - (a) Section 1 - States generally the covenants to pay special assessments and the fact of their being a charge on the land and a personal obligation of the owner.
 - (b) Section 4 - Regime may levy special assessments for purposes of construction, reconstruction, unexpected repair, or replacement. Need consent of 2/3 of owners with notice sent not less than 30 days nor more than 60 days in advance of the meeting.
 - (c) Section 5 - Special assessments prorated by percentage of ownership set forth in Master Deed.
 - (d) Section 8 - Enforcement provisions as spelled out above.

IV. RULES AND REGULATIONS

(A) Master Deed Provisions

- (1) Article XII - The Association (Lion's Gate Horizontal Property Regime, Inc.) has authority and power to adopt, promulgate, and enforce rules and regulations as the Board may deem best.
- (2) Article XIV - Use of common elements subject to reasonable rules and regulations established by the Association.
- (3) Article XXX - Owners governed by and to comply with Master Deed, etc. and rules and regulations. If owner defaults, Association (or another owner if appropriate) may seek relief such as damages, injunctive relief, etc. If proceeding successful may recover costs and attorneys fees.

(B) BY-LAW PROVISIONS

- (1) Article III(7) - Each owner governed by and shall comply with Master Deed, etc. and regulations.**

NOTE: The above is a general synopsis of the provisions mentioned. Always check the documents themselves before proceeding.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

MASTER DEED AND ENABLING DECLARATION

LIONS GATE HORIZONTAL PROPERTY REGIME
ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP

WITNESSETH:

WHEREAS, LIONS GATE, A SOUTH CAROLINA GENERAL PARTNERSHIP
(hereinafter referred to as "Developer" and "Grantor") owns certain real property
herein described; and

WHEREAS, said Grantor has improved said property by constructing thereon
42 condominium DWELLINGS known as LIONS GATE HORIZONTAL PROPERTY REGIME,
said project having been constructed in accordance with the plans and specifications pre-
pared by Columbia Architectural Group, said plans being on record in the office of
Grantor; and

WHEREAS, said Grantor hereby establishes by this Declaration and Master Deed
a Horizontal Property Regime (hereinafter referred to as the "Regime") plan for the
individual ownership of the real property estates consisting of the area or space con-
tained in each of the DWELLINGS and co-ownership by the individual and separate owners
thereof, as tenants in common, of all of the remaining real property which is herein
defined and referred to herein as the "general common elements", except those herein
defined as "limited common elements".

WHEREAS, said Grantor anticipates developing the above described property as a
single regime but in two or more stages pursuant to the Horizontal Property Act of the
State of South Carolina, South Carolina Code Section 57-494 et seq., as amended, and
according to the following general description of the plan of development, to-wit:

1. By filing this Master Deed and all accompanying exhibits, said Grantor declares
its decision to proceed with the development of Stage I, containing 6.11 Acres, which
Stage involves 42 DWELLINGS as shown on a boundary plat prepared for Lions
Gate Condominiums by Palmetto Engineering Co., Inc., dated September 27, 1974.

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2. Prior to December 31, 1976, said Grantor will indicate in the manner described in Paragraph 4-b, infra, its decision either to proceed with the development of Stage II on Parcel "B", which Stage involves a maximum of 22 DWELLINGS, which if commenced, shall be completed within eighteen (18) months after the date construction commences.
3. Prior to December 31, 1978, said Grantor will indicate in the manner described in Paragraph 4-b, infra, its decision either to proceed with the development of Stage III on Parcel "C", which Stage involves a maximum of 28 DWELLINGS, which if commenced, shall be completed within eighteen (18) months after the date construction commences.
4. Said Grantor will indicate its decision either to proceed with the above mentioned future developments, to-wit, Stage II or Stage III (hereinafter referred to as "future developments"), in the following manner:
 - a. Should Grantor decide not to proceed with either or both of the future developments, it shall file a declaration of this decision with the Register of Mesne Conveyances of Richland County. Said declaration will be recorded in the Deed Book and will be indexed in the grantor index under the name of Grantor; said declaration will be substantially in the following form:

Pursuant to the Master Deed from Lions Gate, A General Partnership, establishing Lions Gate Horizontal Property Regime, recorded in the Office of the Register of Mesne Conveyances for Richland County, in Deed Book _____, at page _____ (hereinafter referred to as "Master Deed"), I, _____, President or Secretary of Lions Gate, a General Partnership, do hereby declare the irrevocable decision of the Partners of Lions Gate, reached at a meeting on the _____ day of _____, 19____, to develop no additional stages of Lions Gate Horizontal Property Regime. This declaration shall in no way affect any rights, duties, or privileges, expressed or implied, retained by or for the benefit of either Lions Gate Partnership or Lions Gate Horizontal Property Regime, or both, in said Master Deed, other than the right of said Grantor to proceed with said future developments, under the terms of said Master Deed.

This _____ day of _____, 19____.

LIONS GATE PARTNERSHIP

By _____

b. Should Grantor decide to proceed with either or both of the future developments, it shall file a declaration of this decision with the Register of Meane Conveyances of Richland County and an amendment to this Master Deed pertaining to the additional property. Said amendment will be indexed in the grantor index under the name of said Grantor and shall include the following particulars:

1. The description of the additional land, and the building, expressing their respective area;
2. The general description and number of each DWELLING, expressing its area, location and any other data necessary for its identification;
3. The description of the general common elements of the property, and in proper cases, of the limited common elements restricted to a given number of DWELLINGS, expressing which are those DWELLINGS;
4. A description of the full legal rights and obligations, both currently existing and which may thereafter occur, of the DWELLINGS owners, the co-owners and said Grantor; and
5. The Plot Plan showing the location of the buildings and other improvements, a set of floor plans of the building which shall show graphically the dimensions, area and location of common elements affording access to each DWELLING. Other common elements, both limited and general, shall be shown graphically insofar as possible and shall be described in detail in words and figures. The plans shall be certified to by an engineer or architect authorized and licensed to practice his profession in this State.

c. Said Grantor makes the following stipulations regarding the future developments:

1. The number of DWELLINGS per acre in said future developments shall equal or exceed the number of DWELLINGS per acre in Stage I.

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2. The value of DWELLINGS in said future developments will be comparable to, or higher than, the purchase price of DWELLINGS in Stage I;
3. The quality of construction of said future developments and the DWELLINGS therein will be similar to, or better than, the quality of construction of Stage I and the DWELLINGS therein;
4. The architectural style of said future developments will be compatible with the architectural style of Stage I;
5. The owners of DWELLINGS in said future developments will be members of Lions Gate Horizontal Property Regime, Inc., Council of Co-Owners, and by acceptance of their deeds will agree to comply with the by-laws and the administrative rules and regulations adopted pursuant thereto, of that Council.

d. The failure of said Grantor to file the required declaration of its decision, pursuant to either Sub-paragraph "a" or "b" supra, prior to the dates established in Paragraph 2 and 3 supra, will constitute an irrevocable decision to develop no additional Stages of Lions Gate Horizontal Property Regime. This failure to file said declaration of decision shall in no way affect any rights, duties, or privileges, expressed or implied, retained by or for the benefit of either Lions Gate Partnership or Lions Gate Horizontal Property Regime, or both, in said Master Deed with said future developments.

I.

NOW, THEREFORE, said Grantor, the fee owner of Ten and Nine-Tenths (10.9) Acres, more or less, and the owner in fee of the tract containing Twenty-Four Hundredths (0.24) Acre and an easement over a tract containing Seventy-Five Hundredths (.75) Acre, more fully set forth in attached exhibit designated Exhibit "A" and by reference incorporated herein, said plat revised September 27, 1974, to show Stage I containing Six and Eleven Hundredths (6.11) Acres, hereby establishes a Horizontal Property Regime for Stage I under and subject to the provisions of the Horizontal Property Act of the State of South Carolina embodied in Section 57-494 through 57-523 (both inclusive) of Chapter 13, entitled "Horizontal Property Act of the 1962 Code of Laws of South Carolina, as amended to be known as Lions Gate Horizontal Property Regime and hereby makes the following declaration as to

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divisions, covenants, restrictions, limitations, conditions and uses to which the above described real property and improvements thereon (hereinafter referred to as the "Property"), consisting of seven (7) buildings containing forty-two (42) dwellings and one (1) building containing the Clubhouse facilities, and appurtenances, may be put, hereby specifying that said declaration shall constitute covenants to run with the land and shall be binding on said Grantor, its successors and assigns, and all subsequent owners of all or any part of said real property and improvements, together with their grantees, heirs, executors, administrators, devisees or assigns: and that the following Covenants shall be applicable until such time as the Grantor shall have completed the development of all contiguous tracts owned, leased or under option to Grantor at the time of recording of this Declaration, or which may thereafter be purchased by the Grantor, except for such covenants as are released prior to such time by recorded document of Grantor. Upon completion of all such development, the covenants may be released by affirmative action of the Lions Gate Horizontal Property Regime, Inc., Council of Co-Owners in the same manner as for amendment of the By-Laws of the Council:

1. Grantor, its successors and assigns, shall retain a right to make additional improvements on the Property; provided, however, that all such improvements so made shall become a part of the general common elements or limited common elements and any costs incurred as a result of such improvements shall be the responsibility of the Grantor. Costs of maintenance and operation shall thereafter be a Regime expense.
2. Grantor reserves unto itself, its successors, licensees, and assigns, the right to protect from erosion the contiguous tracts owned, leased or under option to Grantor at the time of recording of this Declaration, or which are later acquired, to go on, over and under the ground on the Property to erect, maintain and use electric and telephone wires, cables, conduits, sewers, water mains and other suitable equipment for the convenience and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities in said contiguous tract, and to grant, in common with others, assignable rights of access, ingress and egress through and over the property. These rights include the right to cut or plant any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to achieve the purposes stated.

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3. Grantor, its successors and assigns, reserves the right to grant non-exclusive easements for utility use, maintenance, care and connection to owners, from time to time, of the land to be encompassed by Stages II and III: the right to operate on the Property an office and/or model DWELLING; lighted or unlighted advertising signs; to continue and complete construction of Stage I; to use areas in Stage I to store materials; and to use all existing roads in Stage I for access to Stages II and III and/or the property encompassed thereby.

II.

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Annexed hereto and expressly made a part hereof, as Exhibit "B", is a plot plan showing the location of the buildings and other improvements, a set of floor plans of the buildings which show graphically the dimensions, area and location of each DWELLING therein and the dimensions, area, and location of COMMON ELEMENTS affording access to each DWELLING. Each DWELLING is identified by specific number on said Exhibit "B", and no DWELLING bears the same designation as any other DWELLING. Exhibit "B" is also recorded as a separate condominium plat in the public records of Richland County, maintained by the Register of Meane Conveyances.

III.

DWELLINGS AND COMMON ELEMENTS

The REGIME consists of DWELLINGS and COMMON ELEMENTS, as said terms are hereinafter defined.

DWELLINGS, as the term is used herein, shall mean and comprise the 42 separate and numbered DWELLING Units which are designated in Exhibit "B" to this Master Deed, excluding, however, all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the undecorated and/or unfinished inner surfaces of the ceilings of each DWELLING Unit, and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior loadbearing walls and/or unfinished loadbearing partitions, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to DWELLING and COMMON ELEMENTS

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COMMON ELEMENTS, as the term is used herein, shall mean and include all of the real property, improvements and facilities of the **REGIME** other than the **DWELLINGS**, as same are hereinabove defined, and shall include easements through **DWELLINGS** for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to **DWELLINGS** and **COMMON ELEMENTS** and easements of support in every portion of a **DWELLING** which contributes to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all such **DWELLINGS**.

IV.

**OWNERSHIP OF DWELLING AND APPURTENANT
INTEREST IN COMMON ELEMENTS**

Each **DWELLING** shall be conveyed and treated as an individual property capable of independent use and fee-simple ownership, and the owner or owners of each **DWELLING** shall own, as an appurtenance to the ownership of each said **DWELLING**, an undivided interest in the **COMMON ELEMENTS**, the undivided interest appurtenant to each said **DWELLING** being that which is hereinafter specifically assigned thereto. The percentage of undivided interest in the **COMMON ELEMENTS** assigned to each **DWELLING** shall not be changed except with the unanimous consent of all of the owners of all of the **DWELLINGS** or except by the addition of the buildings in Stage II and Stage III as shown in Exhibit "B".

V.

**RESTRICTIONS AGAINST FURTHER SUBDIVIDING
OF DWELLINGS AND SEPARATE CONVEYANCE
OF APPURTENANT COMMON ELEMENTS, ETC.**

No **DWELLING** may be divided or subdivided into a smaller **DWELLING** Unit or smaller **DWELLING** Units than as shown on Exhibit "B" attached hereto, nor shall any **DWELLING**, or portion thereof, be added to or incorporated into any other **DWELLING**.

The **LIMITED COMMON ELEMENTS** allocated for the restricted uses of the respective **DWELLING** are: as set forth in Exhibit "B", attached hereto, and by reference, incorporated herein.

The undivided interest in the **GENERAL COMMON ELEMENTS** hereby established, and which shall be conveyed with each **DWELLING** is: as set forth in Exhibits "C-1, C-2 and C-3", depending upon whether Stages I only or Stages I and II only, or Stages I, II, and II are developed, attached hereto, and by reference incorporated herein.

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The undivided interest in the COMMON ELEMENTS declared to be an appurtenance to each DWELLING shall not be conveyed, devised, encumbered or otherwise dealt with separately from said DWELLING, and the undivided interest in COMMON ELEMENTS appurtenant to each DWELLING shall be deemed conveyed, devised, encumbered, or otherwise included with the DWELLING even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering, or otherwise dealing with such DWELLING. Any conveyance, mortgage, or other instrument which purports to affect the conveyance, devise or encumbrance, or which purports to grant any right, interest or lien in, to, or upon, a DWELLING, shall be null, void and of no effect insofar as the same purports to affect any interest in a DWELLING and its appurtenant undivided interest in COMMON ELEMENTS, unless the same purports to convey, devise, encumber or otherwise trade or deal with the entire DWELLING. Any instrument conveying, devising, encumbering or otherwise dealing with any DWELLING which describes said DWELLING by the DWELLING Unit Number assigned thereto in Exhibit "B" without limitation or exception, shall be deemed and construed to affect the entire DWELLING and its appurtenant undivided interest in the COMMON ELEMENTS. Nothing herein contained shall be construed as limiting or preventing ownership of any DWELLING and its appurtenant undivided interest in the COMMON ELEMENTS by more than one person or entity as tenants in common or as joint tenants.

VI.

REGIME SUBJECT TO RESTRICTIONS, ETC.

The DWELLINGS and COMMON ELEMENTS shall be, and the same are hereby, declared to be subject to the restrictions, easements, conditions and covenants prescribed and established herein, governing the use of said DWELLING and COMMON ELEMENT and setting forth the obligations and responsibilities incident to ownership of each DWELLING and its appurtenant undivided interest in the COMMON ELEMENTS, and said DWELLINGS and COMMON ELEMENTS are further declared to be subject to the restrictions, easements, conditions, and limitations now of record affecting the land and improvements of the REGIME.

VII.

**PERPETUAL NON-EXCLUSIVE EASEMENT
IN COMMON ELEMENTS**

The COMMON ELEMENTS shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of DWELLINGS in the REGIME for their use and the use of their immediate families, guests, and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners of DWELLINGS, Notwithstanding anything above provided in this Article, Lions Gate Horizontal Property Regime, hereinafter identified, shall have the right to establish the rules and regulations pursuant to which the owner or owners of any DWELLING may be entitled to the exclusive use of any parking space or spaces.

VIII.

**EASEMENT FOR UNINTENTIONAL AND
NON-NEGLIGENT ENCROACHMENTS**

If any portion of the COMMON ELEMENTS now encroaches upon any condominium DWELLING or if any condominium DWELLING now encroaches upon any other condominium DWELLING or upon any portion of the COMMON ELEMENTS as a result of the construction or repair of the building or if any such encroachment shall occur hereafter as a result of settlement or shifting of any building or otherwise, a valid easement for the encroachment and for the maintenance of the same, so long as the building stands, shall exist. In the event any building, any condominium DWELLING, any adjoining condominium DWELLING, or any adjoining COMMON ELEMENT shall be partially or totally destroyed as the result of fire or other casualty or as the result of condemnation or eminent domain proceedings and the reconstructed encroachments of parts of the COMMON ELEMENTS upon any condominium DWELLING or over any condominium DWELLING, upon any other condominium DWELLING or upon any portion of the COMMON ELEMENTS due to such reconstruction shall be permitted and valid easements for such encroachments and maintenance thereof shall exist so long as the building shall stand.

IX.

**RESTRAINT UPON SEPARATION AND
PARTITION OF COMMON ELEMENTS**

Recognizing that the proper use of a DWELLING by any owner or owners is dependent upon the use and enjoyment of the COMMON ELEMENTS in common with the owners of all other DWELLINGS, and that it is in the interest of all owners of DWELLINGS that the ownership of the COMMON ELEMENTS be retained in common by the owners of DWELLINGS in the REGIME, it is declared that the percentage of the undivided interest in the COMMON ELEMENTS appurtenant to each DWELLING shall remain undivided and no owner of any DWELLING shall bring or have any right to bring any action for partition or division.

X.

**PERCENTAGE OF UNDIVIDED INTEREST IN COMMON
ELEMENTS APPURTENANT TO EACH DWELLING**

The undivided interest in COMMON ELEMENTS appurtenant to each DWELLING is that percentage of undivided interest which is set forth and assigned to each DWELLING in that certain Schedule which is annexed hereto and expressly made a part hereof as Exhibits "C-1, C-2 and C-3" as explained in Article V on page 7 of this Master Deed.

XI.

EASEMENT FOR AIR SPACE

The owner of each DWELLING shall have an exclusive easement for the use of the air space occupied by said DWELLING as it exists at any particular time and as said DWELLING may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

XII.

**ADMINISTRATION OF LIONS GATE HORIZONTAL
PROPERTY REGIME, A CONDOMINIUM
DEVELOPMENT BY LIONS GATE, PARTNERSHIP**

To efficiently and effectively provide for the administration of the REGIME by the owners of DWELLINGS, a non-profit South Carolina corporation, known and designated as LIONS GATE HORIZONTAL PROPERTY REGIME, INC., has been organized and said corporation shall administer the operation and management of the REGIME and undertake and perform all acts and duties incident thereto in accordance with the

terms, provisions and conditions of this Master Deed, and in accordance with the terms of the Articles of Incorporation of Lions Gate Horizontal Property Regime, Inc., hereinafter referred to as the ASSOCIATION, and by-laws of said corporation. A true copy of the Articles of Incorporation and By-Laws of said ASSOCIATION are annexed hereto and expressly made a part hereof as Exhibits "E" and "F", respectively. The owner or owners of each DWELLING shall automatically become members of the ASSOCIATION upon acquisition of an ownership interest in any DWELLING and its appurtenant undivided interest in COMMON ELEMENTS, and the membership of such owner or owners shall terminate automatically upon each owner or owners being divested of such ownership interest in such DWELLING, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any DWELLING shall be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in the ASSOCIATION, or to any of the rights or privileges of such membership. In the administration of the operation and management of the REGIME, said ASSOCIATION shall have and is hereby granted the authority and power to enforce the provisions of this Master Deed, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the DWELLINGS and the COMMON ELEMENTS, as the Board of Managers of the ASSOCIATION may deem to be in the best interests of the REGIME.

XIII.

RESIDENTIAL USE RESTRICTION APPLICABLE TO DWELLINGS

Each DWELLING is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests, and invitees; provided, however, that so long as Lions Gate, a partnership, shall retain any interest in the REGIME, it may utilize a DWELLING or DWELLINGS of its choice from time to time, for sales office, model, or other usage for the purpose of selling DWELLINGS in said REGIME. Further still, Lions Gate, a partnership, may assign this commercial usage right to such other persons or entities as it may choose; provided, however, that when all DWELLINGS have been sold, this right of commercial usage shall immediately cease.

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XIV.

**USE OF COMMON ELEMENTS SUBJECT
TO RULES OF ASSOCIATION**

The use of COMMON ELEMENTS by the owner or owners of all DWELLINGS, and all other parties authorized to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may hereafter be prescribed and established by the ASSOCIATION.

XV.

**REGIME TO BE USED FOR LAWFUL PURPOSES,
RESTRICTIONS AGAINST NUISANCES, ETC.**

No immoral, improper, offensive or unlawful use shall be made of any DWELLING or of the COMMON ELEMENTS, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the REGIME shall be observed. No owner of any DWELLING shall permit or suffer anything to be done or kept in this DWELLING, or on the COMMON ELEMENTS, which will increase the rate of insurance on the REGIME, or which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a DWELLING, or which interferes with the peaceful possession and proper use of any other DWELLING or the COMMON ELEMENTS.

XVI.

RIGHT OF ENTRY INTO DWELLINGS IN EMERGENCIES

In case of any emergency originating in or threatening any DWELLING, regardless of whether the owner is present at the time of such emergency, the Board of Managers of the Association or any other person authorized by it, or the building Superintendent or Managing Agent, shall have the right to enter such DWELLING for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each DWELLING, if required by the ASSOCIATION, shall deposit under the control of the ASSOCIATION a key to such DWELLING.

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XVIII.

**RIGHT OF ENTRY FOR MAINTENANCE
OF COMMON ELEMENTS**

Whenever it is necessary to enter any DWELLING for the purpose of performing any maintenance, alteration or repair to any portion of the COMMON ELEMENTS, the owner of each DWELLING shall permit other owners or their representatives, or the duly constituted and authorized Agent of the ASSOCIATION, to enter such DWELLING, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

XVIII.

**LIMITATION UPON RIGHT OF OWNERS
TO ALTER AND MODIFY DWELLINGS**

No owner of a DWELLING shall permit there to be made any structural modifications or alterations therein without first obtaining the written consent of the ASSOCIATION which consent may be withheld in the event that a majority of the Board of Managers of said ASSOCIATION determine, in their sole discretion, that such structural modifications or alterations would affect or in any manner endanger the Building in part or in its entirety. If the modification or alteration desired by the owner of any DWELLING involves the removal of any permanent interior partition, the ASSOCIATION shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load-bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provision of utility services constituting COMMON ELEMENTS located therein. No owner shall cause the balcony, which is a LIMITED COMMON ELEMENT, abutting his DWELLING to be enclosed, or cause any improvements or changes to be made on the exterior of the Building, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units, which may protrude through the walls or roof of the Building, or in any manner change the appearance of any portion of the building not within the walls of such DWELLING, nor shall storm panels or awnings be affixed; without the written consent of the ASSOCIATION being first obtained.

XIX.

**RIGHT OF ASSOCIATION TO ALTER AND IMPROVE
COMMON ELEMENTS AND ASSESSMENT THEREFOR**

The ASSOCIATION shall have the right to make or cause to be made such alterations or improvements to the COMMON ELEMENTS which do not prejudice the rights of the owner of any DWELLING, without such owner's written consent being first obtained, provided the making of such alterations and improvements are approved by the Board of Managers of said ASSOCIATION, and the cost of such alterations or improvements shall be assessed as common expense to be assessed and collected from all of the owners of DWELLINGS according to the percentages set out in Exhibits "C-1, C-2, and C-3", as evidenced in Article V on page 7 of this Master Deed. However, where any alterations and improvements are exclusively or substantially exclusively for the benefit of the owner or owners of a DWELLING or DWELLINGS requesting the same, then the cost of such alterations and improvements shall be assessed against and collected solely from the owner or owners of the DWELLING or DWELLINGS exclusively or substantially exclusively benefited, the assessment to be levied in such proportion as may be determined by the Board of Managers of the ASSOCIATION.

XX.

MAINTENANCE AND REPAIR BY OWNERS OF DWELLINGS

Every owner must perform promptly all maintenance and repair work within his DWELLING which, if omitted, would affect the REGIME in its entirety or in part and shall be expressly responsible for the damages and liability which his failure to do so may engender. The owner of each DWELLING shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all air-conditioning and heating equipment located either in the DWELLING or LIMITED COMMON ELEMENTS, stoves, refrigerators, and other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his DWELLING and which may now or hereafter be situated in his DWELLING or in the LIMITED COMMON ELEMENTS for his DWELLING. Such owner shall further be responsible and liable for maintenance, repair and replacement of any and all window glass, wall, ceiling and floor exterior surfaces, painting, decorating and furnishings, and all other accessories.

which such owner may desire to place or maintain in his DWELLING. Wherever the maintenance, repair and replacement of any items for which the owner of a DWELLING is obligated to maintain, repair or replace at his own expense is occasioned by any loss of damage which may be covered by any insurance maintained in force by the ASSOCIATION, the proceeds of the insurance received by the ASSOCIATION, or the Insurance Trustee hereinafter designated, shall be used for the purpose of making such maintenance, repair or replacement, except that the owner of such DWELLING shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

XXI.

**MAINTENANCE AND REPAIR OF
COMMON ELEMENTS BY ASSOCIATION**

The ASSOCIATION, at its expense, shall be responsible for the maintenance, repair and replacement of all of the COMMON ELEMENTS, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the COMMON ELEMENTS for the furnishing of utility services to the DWELLINGS and said COMMON ELEMENTS, and should any incidental damage be caused to any DWELLING by virtue of any work which may be done or caused to be done by the ASSOCIATION in the maintenance, repair, or replacement of any COMMON ELEMENTS, the said ASSOCIATION shall, at its expense, repair such incidental damage.

XXII.

**PERSONAL LIABILITY AND RISK OF LOSS
OF OWNER OF DWELLING AND SEPARATE
INSURANCE COVERAGE, ETC.**

The owner of each DWELLING may, at his own expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such owner and may, at his own expense and option, obtain insurance coverage against personal liability for injury to the person or property of

another while within such owner's DWELLING or upon the COMMON ELEMENTS. All such insurance obtained by the owner of each DWELLING shall, wherever such provisions shall be available, provide that the insurer waives its right of subrogation as to any claims against other owners of DWELLINGS, ASSOCIATION, and the respective servants, agents and guests of said other owners and ASSOCIATION, and such other insurance coverage should be obtained from the insurance company from which ASSOCIATION obtains coverage against the same risk, liability or peril, if said ASSOCIATION has such coverage. Risk of loss of or damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the COMMON ELEMENTS) belonging to or carried on the person of the owner of each DWELLING, or which may be stored in any DWELLING, or in, to or upon COMMON ELEMENTS shall be borne by the owner of each such DWELLING. All furniture, furnishings and personal property constituting a portion of the COMMON ELEMENTS and held for the joint use and benefit of all owners of all DWELLINGS shall be covered by such insurance as shall be maintained in force and effect by ASSOCIATION as hereinafter provided. The owner of a DWELLING shall have no personal liability for any damages caused by the ASSOCIATION or in connection with the use of the COMMON ELEMENTS. The owner of a DWELLING shall be liable for injuries or damage resulting from an accident in his own DWELLING, to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

XVIII.

**INSURANCE COVERAGE TO BE MAINTAINED BY ASSOCIATION
INSURANCE TRUSTEE, APPOINTMENT AND DUTIES;
APPROVAL OF INSURORS BY INSTITUTIONAL LENDER;
USE AND DISTRIBUTION OF INSURANCE PROCEEDS, ETC.**

The following insurance coverage shall be maintained in full force and effect by the ASSOCIATION covering the operation and management of the REGIME and the said REGIME meaning the BUILDINGS, DWELLINGS and COMMON ELEMENTS, to-wit:

(a) Casualty insurance covering all of the DWELLINGS, and COMMON ELEMENTS, in an amount equal to the maximum insurable replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier, such

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coverage to afford protection against (i) loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsements; and (ii) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to the REGIME, including but not limited to vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available.

(b) Public liability and property damage insurance in such amounts and in such form as shall be required by ASSOCIATION to protect said ASSOCIATION and the owners of all DWELLINGS, including but not limited to, water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverage.

(c) Workmen's Compensation insurance to meet the requirements of law.

(d) Such other insurance coverage, other than title insurance, as the Board of Managers of ASSOCIATION, in its sole discretion may determine from time to time to be in the best interests of ASSOCIATION and the owners of all of the DWELLINGS or as an institutional type lender may reasonably require so long as it is the owner of a mortgage on any DWELLING.

All Liability insurance maintained by ASSOCIATION shall contain cross liability endorsements to cover liability of all owners of DWELLINGS as a group to each DWELLING owner.

All insurance coverage authorized to be purchased shall be purchased by ASSOCIATION for itself and for the benefit of all of the owners of all DWELLINGS. The cost of obtaining the insurance coverage authorized above is declared to be a common expense, as are any other fees and expenses incurred which may be necessary or incidental to carrying out the provisions hereof.

All policies of casualty insurance covering the REGIME shall provide for the insurance proceeds covering any loss to be payable to the Insurance Trustee named as hereinafter provided, or to its successors, and the insurance proceeds from any casualty loss shall be held for the use and benefit of ASSOCIATION and all of the owners of all DWELLINGS and their respective Mortgagees, as their interests may appear, and such

insurance proceeds shall be applied or distributed in the manner herein provided.

The ASSOCIATION is hereby declared to be and is appointed as Authorized Agent for all of the owners of all DWELLINGS for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

So long as Home Federal Savings and Loan Association, Columbia, S. C. or Security Federal Savings and Loan Association, Columbia, S. C., or the assignee of its rights (which assignment shall be evidenced by a recordable document, a certified copy of which shall be furnished the ASSOCIATION), hereinafter referred to as Lender, is the holder of a mortgage on any DWELLING in the REGIME, said Lender shall have the right to approve the company or companies with whom the ASSOCIATION shall place its casualty insurance coverage, and such casualty insurance coverage shall only be placed by ASSOCIATION with such company or companies as are approved by such Lender. At such time as Lender shall not hold a mortgage on any DWELLINGS, then the company or companies with whom such casualty insurance may be placed shall be selected by ASSOCIATION, and all parties beneficially interested in such insurance coverage shall be bound by such selection of insurance company or companies made by ASSOCIATION.

The ASSOCIATION shall have the right to designate the Insurance Trustee and all parties beneficially interested in such insurance coverage shall be bound thereby.

The Insurance Trustee shall be a banking institution having trust powers and doing business in the State of South Carolina. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal of any policy or policies of casualty insurance, nor for the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds.

The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold same in trust for the purposes herein stated, and for the benefit of ASSOCIATION and the owners of all DWELLINGS and their respective mortgagees, such insurance proceeds to be disbursed and paid by the Insurance Trustee as

hereinafter provided. ASSOCIATION, as a common expense, shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of said Insurance Trustee. Wherever the Insurance Trustee may be required to make distribution of insurance proceeds to owners of DWELLINGS and their Mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a Certificate of the President and Secretary of ASSOCIATION, executed under oath, and which Certificate will be provided to said Insurance Trustee upon request of said Insurance Trustee made to ASSOCIATION, such Certificate to certify unto said Insurance Trustee the name or names of the owners of each DWELLING, the name or names of the Mortgagee or Mortgagees who may hold a mortgage or mortgages encumbering each DWELLING, and the respective percentages of any distribution which may be required to be made to the owner or owners of any DWELLING or DWELLINGS, and his, her or their respective Mortgagee or Mortgagees, as their respective interests may appear. Where any insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder or holders of any mortgage or mortgages encumbering a DWELLING shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage or mortgages, unless such insurance proceeds represent a distribution to the owner or owners of any DWELLING or DWELLINGS, and their respective mortgagees, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner or owners of any DWELLING or DWELLINGS, and their respective mortgagee or mortgagees, by reason of loss of or damage to personal property constituting a part of COMMON ELEMENTS and as to which a determination is made not to repair, replace or restore such personal property, or unless the proceeds of insurance collectible are insufficient to repair or restore the loss or damage and the ASSOCIATION fails to deposit with the Insurance Trustee a sum which together with the proceeds received or to be received will enable said Insurance Trustee to completely pay for the repair, replacement or reconstruction of any loss or damage, as the case may be, as hereinafter provided for. So long as Lender shall have the right to approve the company or companies with whom said casualty insurance coverage is placed, Lender shall also have the right to approve the amount of such insurance coverage to be maintained.

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In the event of the loss of or damage only to **COMMON ELEMENTS**, real or personal, which loss or damage is covered by the casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of such **COMMON ELEMENTS**, then such excess insurance proceeds shall be paid by the Insurance Trustee to the owners of all of the **DWELLINGS** and their respective Mortgagees, the distribution to be separately made to the owner of each **DWELLING** and his respective mortgagee or mortgagees, as their interests may appear, in such proportion that the share of such excess insurance proceeds paid to the owner of each **DWELLING** and his said mortgagee or mortgagees, if any, shall bear the same ratio to the total excess insurance proceeds as does the undivided interest in **COMMON ELEMENTS** appurtenant to each **DWELLING** bear to the total undivided interests in **COMMON ELEMENTS** appurtenant to all **DWELLINGS**. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the **ASSOCIATION** shall deposit with the Insurance Trustee a sum which, together with the insurance proceeds received or to be received, will enable said Insurance Trustee to completely pay for the repair, replacement or reconstruction of any loss or damage, as the case may be. The monies to be deposited by the **ASSOCIATION** with the Insurance Trustee, in said latter event, may be paid by the **ASSOCIATION** out of its Reserve for Replacements Fund, and if the amount in such Reserve for Replacements Fund is not sufficient, then the **ASSOCIATION** shall levy and collect an assessment against the owners of all **DWELLINGS** and said **DWELLINGS** in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction.

In the event of the loss of or damage to **COMMON ELEMENTS** and any **DWELLING** or **DWELLINGS** which loss or damage is covered by the casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be first applied to the repair,

replacement or reconstruction, as the case may be, of COMMON ELEMENTS, real or personal, and then any remaining insurance proceeds shall be applied to the repair, replacement or reconstruction of any DWELLING or DWELLINGS which may have sustained any loss or damage so covered. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of the COMMON ELEMENTS and of the DWELLINGS, and the insurance proceeds shall be paid and distributed by the Insurance Trustee to the owners of all DWELLINGS, and to their mortgagee or mortgagees, as their respective interests may appear, such distribution to be made in the manner and in the proportions as are provided hereinbefore. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the Board of Managers of the ASSOCIATION shall, based upon reliable and detailed estimates obtained by it from competent and qualified parties, determine and allocate the cost of repair, replacement or reconstruction between the COMMON ELEMENTS and the DWELLING or DWELLINGS, sustaining any loss or damage. If the proceeds of said casualty insurance are sufficient to pay for the repair, replacement or reconstruction of any loss of or damage to COMMON ELEMENTS, but should the same not be sufficient to repair, replace or reconstruct any loss of or damage to any DWELLING or DWELLINGS, the ASSOCIATION shall levy and collect an assessment from the owner or owners of the DWELLING or DWELLINGS sustaining any loss or damage, and the assessment so collected from said owner or owners shall be deposited with said Insurance Trustee so that the sum on deposit with said Insurance Trustee shall be sufficient to completely pay for the repair, replacement or reconstruction of all COMMON ELEMENTS and DWELLING or DWELLINGS. In said latter event, the assessment to be levied and collected from the owner or owners of each DWELLING or DWELLINGS sustaining loss or damage shall be apportioned between such owner or owners in such manner that the assessment levied against each owner of a DWELLING and his DWELLING shall bear the same proportion to the total assessment levied against all of said owners of DWELLINGS sustaining loss or damage as

does the cost of repair, replacement or reconstruction of each owner's DWELLING bear to the cost applicable to all of said DWELLINGS sustaining loss or damage. If the casualty insurance proceeds payable to the Insurance Trustee in the event of the loss of or damage to COMMON ELEMENTS and DWELLING or DWELLINGS is not in an amount which will pay for the complete repair, replacement or reconstruction of the COMMON ELEMENTS, it being recognized that such insurance proceeds are to be first applied to payment for repair, replacement or reconstruction of said COMMON ELEMENTS before being applied to the repair, replacement or reconstruction of a DWELLING or DWELLINGS, then the cost to repair, replace or reconstruct said COMMON ELEMENTS in excess of available casualty insurance proceeds shall be levied and collected as an assessment from all of the owners of all DWELLINGS in the same manner as would such assessment be levied and collected had the loss or damage sustained been solely to COMMON ELEMENTS and the casualty insurance proceeds been not sufficient to cover the cost of repair, replacement or reconstruction; and the cost of repair, replacement or reconstruction of each DWELLING or DWELLINGS sustaining loss or damage shall then be levied and collected by assessment of the owner or owners of DWELLING or DWELLINGS sustaining the loss or damage in the same manner as is above provided for the apportionment of such assessment between the owner or owners of DWELLING or DWELLINGS sustaining such loss or damage.

In the event of loss of or damage to property covered by such casualty insurance, the ASSOCIATION shall, within sixty (60) days after any such occurrence, obtain reliable detailed estimates of the cost to place the damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premium for such Bond as the Board of Managers of the ASSOCIATION may deem to be in the best interests of the membership of the ASSOCIATION. Wherever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of the repair, replacement or reconstruction thereof, the additional monie required to completely pay for such repair, replacement or reconstruction of said loss or damage, whether to be paid by all of the owners of DWELLINGS or only by the owner or owners of any DWELLING or DWELLINGS sustaining loss or damage, or both, shall be depos

with said Insurance Trustee not later than thirty (30) days from the date on which said Insurance Trustee shall receive the monies payable under the policy or policies of casualty insurance.

In the event of the loss of or damage to personal property belonging to the ASSOCIATION the insurance proceeds, when received by the Insurance Trustee, shall be paid to the ASSOCIATION. In the event of the loss of or damage to personal property constituting a portion of the COMMON ELEMENTS, and should the Board of Managers of the ASSOCIATION determine not to replace such personal property as may be lost or damaged, then the insurance proceeds received by the Insurance Trustee shall be paid to all of the owners of all DWELLINGS and their respective mortgagee or mortgagees, as their interests may appear, in the manner and in the proportions hereinbefore provided for the distribution of excess insurance proceeds:

XXIV.

APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF
LEVIED AND ASSESSED AGAINST THE REGIME AS A WHOLE

In the event that any taxing authority having jurisdiction over the REGIME shall levy or assess any Tax or Special Assessment against the REGIME, as a whole, as opposed to levying and assessing such Tax or Special Assessment against each DWELLING and its appurtenant undivided interest in COMMON ELEMENTS as now provided by law, then such Tax or Special Assessment so levied shall be paid as a common expense by the ASSOCIATION and any Taxes or Special Assessments which are to be so levied shall be included, wherever possible, in the estimated Annual Budget of the ASSOCIATION, or shall be separately levied and collected as an assessment by the ASSOCIATION against all of the owners of all DWELLINGS and said DWELLINGS if not included in said Annual Budget. The amount of any Tax or Special Assessment paid or to be paid by the ASSOCIATION in the event that such Tax or Special Assessment is levied against the REGIME, as a whole, instead of against each separate DWELLING and its appurtenant undivided interest in the COMMON ELEMENTS shall be apportioned among the owners of all DWELLINGS so that the amount of such Tax or Special Assessment so paid or to be paid by The ASSOCIATION and attributable to and to be paid by the owner or owners of each DWELLING shall be that portion of such total Tax or Special Assessment which bears the same

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ratio to said total Tax or Special Assessment as the undivided interest in the COMMON ELEMENTS appurtenant to each DWELLING bears to the total undivided interest in the COMMON ELEMENTS appurtenant to all DWELLINGS. In the event that any Tax or Special Assessment shall be levied against the REGIME in its entirety, without apportionment by the taxing authority to the DWELLINGS and appurtenant undivided interests in the COMMON ELEMENTS, then the assessment by the ASSOCIATION, which shall include the proportionate share of such Tax or Special Assessment attributable to each DWELLING and its appurtenant undivided interest in the COMMON ELEMENTS shall separately specify and identify the amount of such assessment attributable to such Tax or Special Assessments, and the amount of such Tax or Special Assessment so designated, after it has been paid by the ASSOCIATION, shall be and constitute a lien prior to all mortgages and encumbrances upon any DWELLING and its appurtenant undivided interest in the COMMON ELEMENTS, regardless of the date of the attachment and/or recording of such mortgage or encumbrance, to the same extent as though such Tax or Special Assessment had been separately levied by the taxing authority upon each DWELLING and its appurtenant undivided interest in the COMMON ELEMENTS.

All personal property taxes levied or assessed against personal property owned by the ASSOCIATION shall be paid by said ASSOCIATION and shall be included as a common expense in the Annual Budget of the ASSOCIATION.

XXV.

**ASSOCIATION'S RIGHT OF FIRST REFUSAL
WITH RESPECT TO SALE OF DWELLING**

With the exception of transfers of ownership of any DWELLING by one spouse to another, should the owner of any DWELLING be desirous of selling such DWELLING,

ASSOCIATION is hereby given and granted the right of first refusal to purchase such DWELLING on the terms and conditions herein stated, and no owner of a DWELLING shall sell the same to any party without first giving ASSOCIATION notice in writing of such sale as herein provided, thereby giving ASSOCIATION the opportunity to determine whether it will exercise the right of first refusal to purchase said DWELLING on the same terms and conditions as those contained in any bona fide offer which the owner of such DWELLING may have received for the purchase of said DWELLING. Whenever the owner of any DWELLING has received a bona fide offer to purchase his DWELLING and is desirous of accepting such bona fide offer, a bona fide offer being defined herein as an offer in writing, binding upon the offeror and containing all of the pertinent terms and conditions of such sale, and accompanied by an earnest money deposit in an amount equal to at least 10% of the purchase price if the same is an offer for the purchase of such DWELLING, the owner of such DWELLING shall notify the Board of Managers of ASSOCIATION in writing by registered or certified mail sent to the offices of said ASSOCIATION or by personal delivery made to the President or Secretary of the said ASSOCIATION, of his desire to accept such offer for the purchase of his DWELLING, stating the name, address, business, occupation or employment, if any, of the offeror, an executed copy of the bona fide offer for such purchase to be enclosed with such notice. If ASSOCIATION is desirous of exercising its option to purchase said DWELLING on the same terms and conditions as are contained in said bona fide offer, then ASSOCIATION shall notify the owner of said DWELLING desiring to sell the same of the exercise by ASSOCIATION of its election to so purchase said DWELLING, such notice to be in writing and posted by registered or certified mail to said owner within thirty (30) days from receipt by ASSOCIATION of the owner's notice to said ASSOCIATION as hereinabove required, or said notice in writing may be personally delivered to said owner within said thirty (30) day period. If ASSOCIATION has elected to purchase such DWELLING, then, upon notifying the owner of such DWELLING of its election to purchase said DWELLING, ASSOCIATION shall execute a contract to purchase, and shall consummate such contract to purchase, all on the same terms and conditions as those contained in said bona fide offer.

When any owner of a DWELLING has notified ASSOCIATION as above provided of his desire to sell his DWELLING, such owner shall be free to consummate such sale of his DWELLING unless, within thirty (30) days after the owner has delivered his required notice to ASSOCIATION, ASSOCIATION has notified said owner of its intention to exercise its right of first refusal to purchase such DWELLING. However, in said event, the owner of said DWELLING shall not sell said DWELLING to any party other than the party designated to the Board of Managers of ASSOCIATION in the aforescribed and required notice, nor for any lower purchase price, nor on any more favorable terms and conditions than those originally contained in said bona fide offer presented to ASSOCIATION, without again giving ASSOCIATION the right of first refusal to purchase such DWELLING in the manner above provided.

If the Board of Managers of ASSOCIATION shall so elect, it may cause its right of first refusal to purchase any DWELLING to be exercised in its name for itself or for the party approved by said Board of Managers, or said Board of Managers of ASSOCIATION may elect to cause said DWELLING to be purchased directly in the name of a party approved by it, which party shall enter into a contract to purchase and consummate such contract to purchase said DWELLING in the same manner as would ASSOCIATION upon its exercise of said right of first refusal to purchase such DWELLING. Wherever such right of first refusal granted to ASSOCIATION is to be exercised in the name of a party approved by ASSOCIATION, notice of such election as required herein shall be executed by ASSOCIATION, and the party approved by the Board of Managers of ASSOCIATION.

In the event that the owner of a DWELLING shall sell such DWELLING without giving written notice to ASSOCIATION as herein provided, to the end that said Board of Managers of ASSOCIATION as herein provided, to the end that said Board of Managers of ASSOCIATION is not afforded the opportunity to determine whether or not it will elect to purchase said DWELLING prior to the consummation of such purchase and on the terms and provisions thereof, then the said ASSOCIATION shall have the right to redeem said DWELLING from

such sale transaction by refunding unto the purchaser of such DWELLING the purchase price paid therefor, in which event the purchaser of such DWELLING shall convey the same to the ASSOCIATION or to a party designated and approved by the ASSOCIATION. The right of redemption granted herein shall exist for a period of six (6) months from the date on which such sale may be consummated without prior notice to the Board of Managers of ASSOCIATION as required herein, but such DWELLING may not be redeemed by the ASSOCIATION from said sale transaction after the expiration of said six (6) month period. In the event that such sale of a DWELLING has been accomplished without the prior notice to the Board of Managers of ASSOCIATION as required herein, and without affording said Board of Managers of ASSOCIATION the opportunity to determine whether or not it will exercise its first right to purchase such DWELLING on the terms and conditions offered, then the purchaser in such transaction may notify the Board of Managers of ASSOCIATION of his purchase of such DWELLING, such notice to be in writing and to state the name and address, and business, occupation or employment, if any, of such purchaser, and the terms and conditions of said purchase, such notice to be delivered to ASSOCIATION in the same manner as such notice is required to be given prior to consummation of such sale transaction. Thereafter, the Board of Managers of ASSOCIATION shall have twenty (20) days from receipt of such notice within which to exercise the right of redemption granted to ASSOCIATION and to accomplish such redemption. Failure to exercise said right of redemption and to accomplish the redemption of said purchase within said twenty (20) day period of time, provided the same is not obstructed by the party from whom such redemption must be made, the right of redemption granted to ASSOCIATION shall terminate and expire as to said purchase transaction.

In the event of any default on the part of any Owner under any first mortgage made in good faith and for value, which entitles the holder thereof to foreclose same, any sale under such foreclosure, including delivery of a deed to the first mortgagee in lieu of such foreclosure, shall be made free and clear of the provisions of Article XXV, and the purchaser (or grantee under such deed in lieu of foreclosure) of such dwelling shall be thereupon and thereafter subject to the provisions of this Declaration. If the purchaser

following such foreclosure sale (or grantee under deed given in lieu of such foreclosure) shall be then holder of the first mortgage, or its nominee, the said holder or nominee may thereafter sell and convey the DWELLING free and clear of the provisions of Article XXV, but its grantee shall thereupon and thereafter be subject to all of the provisions thereof.

The transfer of a deceased joint tenant's interest to the surviving joint tenant or the transfer of a deceased's interest to a devisee by will or his heirs at law under intestacy laws shall not be subject to the provisions of Article XXV.

If an Owner of a DWELLING can establish to the satisfaction of the ASSOCIATION that a proposed transfer is not a sale or lease, then such transfer shall not be subject to the provisions of Article XXV.

XXVI.

ASSOCIATION TO MAINTAIN REGISTRY OF OWNERS AND MORTGAGES

ASSOCIATION shall at all times maintain a Register setting forth the names of the owners of all of the DWELLINGS, and in the event of the sale or transfer of any DWELLING to a third party, the purchaser or transferee shall notify ASSOCIATION in writing of his interest in such DWELLING together with such recording information as shall be pertinent. Identify the instrument by which such purchaser or transferee has acquired his interest in any DWELLING. Further the owner of each DWELLING shall at all times notify ASSOCIATION of the names of the parties holding any mortgage or mortgages on any DWELLING, the amount of such mortgage or mortgages, and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any DWELLING may, if he so desires, notify ASSOCIATION of the existence of any mortgage or mortgages held by such party on any DWELLING, and upon receipt of such notice, ASSOCIATION shall register in its records all pertinent information pertaining to the same.

**ASSESSMENTS: LIABILITY
LIEN AND ENFORCEMENT**

The ASSOCIATION, as and for the Council of Co-owners, is given the authority to administer the operation and management of the REGIME, it being recognized that the delegation of such duties to one entity is in the best interests of the owners of all DWELLINGS. To properly administer the operation and management of the project, ASSOCIATION will incur, for the mutual benefit of all of the owners of DWELLINGS, costs and expenses which will be continuing or nonrecurring costs, as the case may be, which costs and expenses are sometimes herein referred to as "common expense." To provide the funds necessary for such proper operation and management, the said ASSOCIATION has heretofore been granted the right to make, levy and collect assessments against the owners of all DWELLINGS and said DWELLINGS. In furtherance of said grant of authority to ASSOCIATION to make, levy and collect assessments to pay the costs and expenses for the operation and management of the REGIME, the following provisions shall be operative and binding upon the owners of all DWELLINGS, to-wit:

A. All assessments levied against the owners of DWELLINGS and said DWELLINGS shall be uniform and, unless specifically otherwise provided for in this Master Deed, the assessments made by ASSOCIATION shall be in such proportion that the amount of assessment levied against each owner of a DWELLING and his DWELLING shall bear the same ratio to the total assessment made against all owners of DWELLINGS and their DWELLINGS as does the undivided interest in COMMON ELEMENTS appurtenant to each DWELLING bear to the total undivided interest in COMMON ELEMENTS appurtenant to all DWELLINGS. Should ASSOCIATION be the owner of any DWELLING or DWELLINGS, the assessment which would otherwise be due and payable to ASSOCIATION by the owner of such DWELLING or DWELLINGS, reduced by an amount of income which may be derived from the leasing of such DWELLING or DWELLINGS by ASSOCIATION, shall be apportioned and assessment therefor levied ratably among the owners of all DWELLINGS which are not owned by ASSOCIATION, based upon their proportionate interests in the COMMON ELEMENTS exclusive of the interests therein appurtenant to any DWELLING or DWELLINGS owned by ASSOCIATION.

B. The assessment levied against the owner of each DWELLING and his DWELLING shall be payable in annual, quarterly or monthly installments, or in such other installments and at such times as may be determined by the Board of Managers of ASSOCIATION.

C. The Board of Managers of ASSOCIATION shall establish an Annual Budget in advance for each fiscal year which shall correspond to the calendar year, and such Budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the REGIME, including a reasonable allowance for contingencies and reserves, such Budget to take into account projected anticipated income which is to be applied in reduction of the amount required to be collected as an assessment each year. Upon adoption of such Annual Budget by the Board of Managers of ASSOCIATION, copies of said Budget shall be delivered to each owner of a DWELLING and the assessment for said year shall be established based upon such Budget, although the delivery of a copy of said Budget to each owner shall not affect the liability of any owner for such assessment. Should the Board of Managers at any time determine, in the sole discretion of said Board of Managers, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the REGIME, or in the event of emergencies, said Board of Managers shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

D. The Board of Managers of ASSOCIATION, in establishing said Annual Budget for operation, management and maintenance of the Project shall include therein a sum to be collected and maintained as reserve fund for replacement of COMMON ELEMENTS, which reserve fund shall be for the purpose of enabling ASSOCIATION to replace structural elements and mechanical equipment constituting a part of the COMMON ELEMENTS as well as the replacement of personal property which may constitute a portion of the COMMON ELEMENTS held for the joint use and benefit of all of the owners of all DWELLINGS. The amount to be allocated to such Reserve Fund for Replacements shall be established by said Board of Managers so as to accrue and maintain at all times a sum reasonably necessary to

anticipate the need for replacements of said COMMON ELEMENTS. The amount collected and allocated to the Reserve Fund for Replacements from time to time shall be maintained in a separate account by ASSOCIATION, although nothing herein contained shall limit ASSOCIATION from applying any monies in such Reserve Fund for Replacements to meet other needs or requirements of ASSOCIATION in operating or managing the Project in the event of emergencies, or in the event that the sums collected from the owners of DWELLINGS are insufficient to meet the then fiscal financial requirements of ASSOCIATION, but it shall not be a requirement that these monies be used for such latter purposes, as a separate assessment may be levied therefor if deemed to be preferable by the Board of Managers of ASSOCIATION in the sole discretion of said Board of Managers.

E. The Board of Managers of ASSOCIATION, in establishing said Annual Budget for operation, management and maintenance of the Project, shall include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of DWELLINGS, as a result of emergencies or for other reason placing financial stress upon the ASSOCIATION.

F. All monies collected by ASSOCIATION shall be treated as the separate property of the said ASSOCIATION, and such monies may be applied by the said ASSOCIATION to the payment of any expense of operating and managing the REGIME, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Master Deed and the Articles of Incorporation and By-Laws of said ASSOCIATION and as the monies for any assessment are paid unto ASSOCIATION by any owner of a DWELLING the same may be co-mingled with the monies paid to the said ASSOCIATION by the other owner of DWELLINGS. Although all funds and other assets of ASSOCIATION, and any increments thereto of profits derived therefrom or from the leasing or use of COMMON ELEMENTS, shall be held for the benefit of the members of ASSOCIATION, who shall own any common surplus in the proportions of their percentage of undivided interest in the REGIME, no member of said ASSOCIATION shall have the right to assign, hypothecate, pledge or in any manner transfer this membership interest therein, except as an appurtenance to his DWELLING.

G. The payment of any assessment or installment thereof due to ASSOCIATION shall be in default if such assessment, or any installment thereof, is not paid unto ASSOCIATION, on or before the due date for such payment. When in default, the Board of Managers may accelerate the remaining installments of the annual assessment upon notice thereof to the DWELLING owner, whereupon the entire unpaid balance of the annual assessment shall become due upon the date stated in the notice, which shall not be less than ten (10) days after the date of the notice. In the event any assessment, installment, or accelerated assessments are not paid within twenty (20) days after their due date, the ASSOCIATION, through its Board of Managers, may proceed to enforce and collect the said assessments against the DWELLING owner owing the same in any manner provided for by the Act, including the right of foreclosure and sale. When in default, the delinquent assessment or delinquent installment thereof due to ASSOCIATION shall bear interest at the rate of 8% per annum until such delinquent assessment or installment thereof, and all interest due thereon, has been paid by ASSOCIATION.

H. The owner or owners of each DWELLING shall be personally liable to ASSOCIATION for the payment of all assessments, regular, or special, which may be levied by ASSOCIATION while such party or parties are owner or owners of a DWELLING in the REGIME. In the event that any owner or owners are in default in payment of any assessment or installment thereof owed to ASSOCIATION, such owner or owners of any DWELLING shall be personally liable for interest on such delinquent assessment or installment thereof as above provided, and for all cost of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee; whether suit be brought or not.

I. No owner of a DWELLING may exempt himself from liability for any assessment levied against such owner and his DWELLING by waiver of the use or enjoyment of any of the COMMON ELEMENTS, or by abandonment of the DWELLING, or in any other manner.

J. Recognizing that the necessity for providing proper operation and management of the Project entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of DWELLINGS, and that the payment of such common expense represented by the assessments levied and collected by ASSOCIATION is necessary in order to preserve and protect the investment of the owner of each DWELLING, ASSOCIATION is hereby granted a lien upon such DWELLING and its appurtenant undivided interest in

COMMON ELEMENTS, which lien shall secure and does secure the monies due for all assessments now or hereafter levied against the owner of each DWELLING, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to ASSOCIATION, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by ASSOCIATION in enforcing this lien upon said DWELLING and its appurtenant undivided interest in the COMMON ELEMENTS. The lien granted to ASSOCIATION may be foreclosed in the same manner as mortgages may be foreclosed in the State of South Carolina, and in any suit for the foreclosure of said lien, the ASSOCIATION shall be entitled to rental from the owner of any DWELLING from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for said DWELLING. The rental required to be paid shall be equal to the rental charged on comparable type of DWELLING Units in Columbia, South Carolina. The lien granted to the ASSOCIATION shall further secure such advances for taxes, and payments on account of superior mortgages, liens, or encumbrances which may be required to be advanced by the ASSOCIATION in order to preserve and protect its lien, and the ASSOCIATION shall further be entitled to interest at the rate of 8% per annum on any such advances made for such purpose.

K. The lien herein granted unto ASSOCIATION shall be effective from and after the time of recording in the Public Records of Richland County, South Carolina, a claim of Lien stating the description of the DWELLING encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the ASSOCIATION. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The claim of lien filed by the ASSOCIATION shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of the ASSOCIATION'S Claim of Lien.

In the event that any person, firm or corporation shall acquire title to any DWELLING and its appurtenant undivided interest in COMMON ELEMENTS by virtue of any foreclosure or judicial sale, or by accepting a deed in lieu of foreclosure, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for said DWELLING and its appurtenant undivided interest in COMMON ELEMENTS subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title subject to the lien of any assessment by ASSOCIATION representing an apportionment of Taxes or Special Assessment levied by taxing authorities against the REGIME in its entirety. In the event of the acquisition of title to a DWELLING by foreclosure or judicial sale, or deed in lieu of foreclosure, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all DWELLINGS as a part of the common expense, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

L. Whenever any DWELLING may be sold or mortgaged by the owner thereof, which sale shall be concluded only upon compliance with other provisions of this Master Deed, ASSOCIATION, upon written request of the owner of such DWELLING, shall furnish to the proposed purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to ASSOCIATION by the owner of such DWELLING. Such statement shall be executed by any Officer of the ASSOCIATION and any purchaser or mortgagee may rely upon such statement in concluding the proposed purchase or mortgage transaction, and ASSOCIATION shall be bound by such statement.

In the event that a DWELLING is to be sold or mortgaged at the time when payment of any assessment against the owner of said DWELLING and such DWELLING due to ASSOCIATION shall be in default (whether or not a claim of lien has been recorded by the ASSOCIATION) then the proceeds of such purchase or mortgage proceeds, shall be applied by the purchaser or mortgagee first to payment of any then delinquent assessment or installment thereof due to ASSOCIATION before the payment of any proceeds of purchase or mortgage proceeds to the owner of any DWELLING who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of a DWELLING, except in the case of a deed in lieu of foreclosure, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments against Grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by ASSOCIATION which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sums then remaining owing to it.

Norwithstanding anything in this Master Deed to the contrary, it is declared that until June 1, 1975, each DWELLING (condominium unit) shall be exempt from the assessment created herein until such time as the DWELLING is conveyed by the grantor to the grantee (owner). Except as expressly provided herein, no DWELLING and its appurtenant percentage interest shall be exempt from said assessment. Moreover, until such time as a DWELLING is conveyed by the grantor (Lions Gate, a partnership) to a grantee, the partnership shall be assessed and pay to the ASSOCIATION in lieu of an assessment thereof a sum equal to the actual amount of actual operating expenditures for the calendar year less an amount equal to the total assessments made by the ASSOCIATION against owners of DWELLINGS other than those owned by Lions Gate, a partnership. The actual operating expenditures for this purpose shall also include any reserve for replacements or operating reserves. Commencing June 1, 1975, Lions Gate, a partnership, shall be subject to assessments as provided for in this Master Deed so that it will pay assessments on the same basis provided for under this Master Deed as the same are paid by DWELLING owners.

XXVIII.

TERMINATION

This Master Deed and said Plan of Condominium Ownership may only be terminated by the unanimous consent of all of the owners of all DWELLINGS and all of the parties holding

mortgages, liens or other encumbrances against any of said DWELLINGS, in which event the termination of the REGIME shall be by such plan as may be then adopted by said owners and parties holding any mortgages, liens or other encumbrances. Such election to terminate this Master Deed and the Plan of Condominium Ownership established herein shall be executed in writing by all of the aforementioned parties, and such instrument or instruments shall be recorded in the Public Records of Richland County, South Carolina.

XXIX.

AMENDMENT OF MASTER DEED

Except for any alteration in the percentage of ownership in COMMON ELEMENTS appurtenant to each DWELLING, or alteration of the basis for apportionment of assessments which may be levied by ASSOCIATION in accordance with the provisions hereof, in which said instances consent of all of the owners of all DWELLINGS and their respective mortgagees shall be required, and except for any alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of Grantor, Lions Gate, a partnership, to-wit: the right to alter the percentage of ownership if Stage II is constructed and if Stage III is constructed; said alteration of percentage of ownership being shown in Exhibits "C-2 and C-3", said rights and privileges granted and reserved unto the said Lions Gate, a partnership, and the Lender shall only be altered, amended or modified with the respective express written consent of the said Grantor or Lender, as the case may be, this Master Deed may be amended in the following manner:

An amendment or amendments to this Master Deed may be proposed by the Board of Managers of ASSOCIATION acting upon a vote of the majority of the Managers, or by the members of ASSOCIATION owning a majority of the DWELLINGS in the REGIME, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to the Master Deed being proposed by said Board of Managers or members, such proposed amendment or amendments shall be transmitted to the President of ASSOCIATION, or other Officer of ASSOCIATION in the absence of the President, who shall thereupon call a Special Meeting of the members of ASSOCIATION for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such Special Meeting, stating the time and place there:

and reciting the proposed amendment or amendments in reasonable detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail addressed to the member at his Post Office address as it appears on the records of ASSOCIATION, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice and such waiver, when filed in the records of ASSOCIATION, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of all the members owning a DWELLING in the REGIME in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Master Deed shall be transcribed and certified by the President and Secretary of ASSOCIATION as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a Deed shall be recorded in the Public Records of Richland County, South Carolina, within ten (10) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording data identifying the Master Deed. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the Officers of ASSOCIATION shall be delivered to all of the owners of all DWELLINGS and mailed to the mortgagees listed in the Registry required to be maintained by Article XXVI hereof, but delivery and mailing of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of ASSOCIATION shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written note is delivered to the Secretary of ASSOCIATION at or prior to such meeting. Furthermore, no amendment to this Master Deed shall be adopted which would operate to effect the validity or priority of any Mortgage held by a Mortgagee or which would alter, amend or modify in any manner whatsoever the rights, powers and privileges granted and reserved herein in favor of any Mortgagee or in favor of Lions Gate, a Partnership, without the consent of all such Mortgagees.

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REMEDIES IN EVENT OF DEFAULT

The owner or owners of each DWELLING shall be governed by and shall comply with the provisions of this Master Deed, and the Articles of Incorporation and the By-Laws of ASSOCIATION and its rules and regulations as any of the same are now constituted or as they may be adopted and/or amended from time to time. A default by the owner or owners of any DWELLING shall entitle ASSOCIATION or the owner or owners of other DWELLING or DWELLINGS to the following relief:

A. Failure to comply with any of the terms of this Master Deed or other restrictions and regulations contained in the Articles of Incorporation, By-Laws of ASSOCIATION, or its rules and regulations, shall be grounds for relief which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof and which relief may be sought by ASSOCIATION, or, if appropriate, by an aggrieved owner of a DWELLING.

B. The owner or owners of each DWELLING shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a DWELLING or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

C. In any proceeding arising because of an alleged default by the owner of any DWELLING, the ASSOCIATION, if successful, shall be entitled to recover the costs of the proceedings, and such reasonable attorney's fees as may be determined by the Court, but in no event shall the owner of any DWELLING be entitled to such attorney's fees.

D. The failure of ASSOCIATION or of the owner of a DWELLING to enforce any right, provision, covenant, or condition which may be granted by this Master Deed or other above mentioned documents shall not constitute a waiver of the right of ASSOCIATION or of the owner of a DWELLING to enforce such right, provision, covenant or condition in the future.

E. All rights, remedies and privileges granted to ASSOCIATION or the owner or owners of a DWELLING pursuant to any terms, provisions, covenants or conditions of this Master Deed or other above mentioned documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional right, remedies, or privileges as may be available to such party at law or in equity.

F. The failure of the Grantor, Lions Gate, a partnership, or the Lender to enforce any right, privilege, covenant or condition which may be granted to them, or either of them, by this Master Deed or other above mentioned document shall not constitute waiver of the right of either of said parties to thereafter enforce such right, provision, covenant or condition in the future.

XXXI.

**USE OR ACQUISITION OF INTEREST IN THE
REGIME TO RENDER USER OR ACQUIRER SUBJECT
TO PROVISIONS OF MASTER DEED, RULES AND REGULATIONS**

All present or future owners, tenants, or any other person who might use the facilities of the REGIME in any manner, are subject to the provisions of this Master Deed and all documents appurtenant hereto and incorporated herewith, and the mere acquisition or rental of any DWELLING, or the mere act of occupancy of any DWELLING, shall signify that the provisions of this Master Deed are accepted and ratified in all respects.

XXXII.

**RIGHT OF GRANTOR TO SELL OR LEASE DWELLING OWNED BY IT
FREE OF RIGHT OF FIRST REFUSAL OR RIGHT OF REDEMPTION: AND
RIGHT OF GRANTOR TO REPRESENTATION ON BOARD OF MANAGERS ASSOCIATION**

So long as the grantor herein, Lions Gate, a partnership, shall own any DWELLING, the said Lions Gate, a partnership, shall have the absolute right to lease or sell any such DWELLING to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests, and as to the lease or sale of any DWELLING by Lions Gate, a partnership, the right of first refusal and any right of redemption herein granted to ASSOCIATION shall not be operative or effective in any manner. Further, so long

REGIME, the said Lions Gate, a partnership, shall have the right to designate and select a majority of the persons who shall serve as members of each Board of Managers of ASSOCIATION; and so long as the said Lions Gate, a partnership, is the owner of at least one (1) but not more than four (4) DWELLINGS, the said Lions Gate, a partnership, shall have the right to designate and select one of the persons who shall serve as a member of each Board of Managers of ASSOCIATION. Whenever Lions Gate, a partnership, shall be entitled to designate and select any person or persons to serve on the Board of Managers of ASSOCIATION the manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation and/or By-Laws of ASSOCIATION, and Lions Gate, a partnership, shall have the right to remove any person or persons selected by it to act and serve on said Board of Managers and to replace such person or persons with another person or other persons to act and serve in the place of any Manager or Managers so removed for the remainder of the unexpired term of any Manager or Managers so removed. Any Manager designated and selected by Lions Gate, a partnership, need not be a resident in the REGIME.

The power of the owner to designate managers as above referred to shall terminate on January 1, 1977. Any representative of Lions Gate, a partnership, serving on the Board of Managers of ASSOCIATION shall not be required to disqualify himself upon any vote upon any management contract or other matter between Lions Gate, a partnership, and ASSOCIATION where the said Lions Gate, a partnership, may have a pecuniary or other interest. Similarly, Lions Gate, a partnership, as a member of ASSOCIATION, shall not be required to disqualify itself in any vote which may come before the membership of ASSOCIATION upon any management contract or other matter between Lions Gate, a partnership, and ASSOCIATION where Lions Gate, a partnership, may have a pecuniary or other interest.

XXXIII.

ANNUAL REPORTS AND NOTICE OF OWNERS DEFAULT TO BE PROVIDED TO LENDER

So long as Home Federal Savings and Loan Association, Columbia, S. C., or Security Federal Savings and Loan Association, Columbia, S. C., is the owner or holder of a mortgage encumbering a DWELLING in the REGIME, ASSOCIATION shall furnish said Lender with at least one (1) copy of the Annual Financial Statement and Report of ASSOCIATION audited

and prepared by Certified Public Accountants satisfactory to Lender and setting forth such details as the said Lender may reasonably require, including a detailed statement of annual carrying charges or income collected, and operating expenses, such Financial Statement and Report to be furnished within ninety (90) days following the end of each fiscal year, and the ASSOCIATION shall also notify Lender of any default by an owner-mortgagor of a DWELLING in the performance of such owner-mortgagor's obligations under the Master Deed, By-Laws, or Rules and Regulations adopted pursuant thereto, which is not cured within thirty (30) days.

XXXIV.

SEVERABILITY

In the event that any of the terms, provisions or covenants of this Master Deed are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

XXXV

**LIBERAL CONSTRUCTION AND ADOPTION
OF PROVISIONS OF HORIZONTAL PROPERTY ACT**

The provisions of this Master Deed shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium ownership. The South Carolina Horizontal Property Act, 1962 Code of Laws, as the same may be amended from time to time thereafter is hereby adopted and expressly made a part hereof. In the event of any conflict between the provisions of this Master Deed and the said Horizontal Property Act of South Carolina, as the same may be amended, the act shall take the place of the provisions in conflict with the Master Deed.

XXXVI.

**MASTER DEED BINDING UPON GRANTOR, ITS SUCCESSORS
AND ASSIGNS, AND SUBSEQUENT OWNERS**

The restrictions and burdens imposed by the covenants of this Master Deed are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each DWELLING and its appurtenant undivided interest in COMMON ELEMENTS and this Master Deed shall be binding upon Lions Gate, a partnership, its successors and assigns, and upon all parties who may subsequently become owners of

DWELLINGS in the REGIME, and their respective heirs, legal representatives, successors and assigns.

XXXVII.

DEFINITIONS

A. The term "Dwelling" or "Dwellings" shall be synonymous with the term "Apartment", "Apartments" as those terms are used in the Horizontal Property Act of the 1962 Code of Laws of South Carolina, as amended.

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

C. "Co-owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof, who owns a dwelling within the building.

D. "Assessment" means a dwelling owner's prorata share of the common expenses which from time to time is assessed against a dwelling owner by the Association.

E. "Association" means council of co-owners as defined by the Horizontal Property Act and also means Lions Gate Horizontal Property Regime, Inc., the corporate form by which the council of co-owners shall operate Lions Gate.

F. "Common Expense" means the expenses for which the dwelling owners are liable to the Association and include:

1. Expenses of administration, expenses of maintenance, insurance, operation, repair or replacement of the common elements and of the portions of dwellings which are the responsibility of the Association;
2. Expenses declared common expenses by provisions of this Master Deed;
3. Any valid charges against the Regime as a whole.

G. "Common Surplus" means the excess of receipts over expenses of the ASSOCIATION, including, but not limited to assessments over the amount of common expenses.

H. "Condominium Ownership" means the form of individual ownership of a particular dwelling (apartment) in a building and the common right to share with other co-owners in the general common elements.

I. "Common Elements" means and includes the elements described in the Horizontal Property Act, and in this Master Deed (including Exhibits), as "general common elements and as limited common elements" and also the following:

1. Easements through dwellings for conduits, ducts, plumbing, chimneys, wiring, and other facilities for the furnishing of utility services to dwellings and the common elements; provided, however, such easements through a dwelling shall be only according to the plans and specifications for the dwelling building, or as the building is constructed unless approved in writing by the dwelling owner.

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2. An easement of support in every portion of a Dwelling which contributes to the support of a building.

3. Easements through the dwelling and common elements for maintenance, repair and replacement of the dwellings and common elements.

4. Installations for the furnishing of utility services to more than one dwelling or to the common elements or to a dwelling other than the one containing the installation shall include ducts, plumbing, wiring and other facilities for the rendering of such services.

5. The tangible personal property required for the maintenance and operation of the Regime, even though owned by the ASSOCIATION.

XCKVIII.

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in this Master Deed, it shall be construed to mean the masculine, feminine, or neuter, singular or plural, whichever is proper and wherever the context so requires.

IN WITNESS WHEREOF, Lions Gate, a partnership, has caused these presents to be executed this 28th day of October, 1974.

LIONS GATE, a Partnership

By: George M. Lee, Jr. Partner

By: Arnold D. Roberts Partner

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Drew W. Weeks
H. Dave Whitener, Jr.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

BEFORE ME Drew W. Weeks who, after first being duly sworn, deposes and states that s/he saw Lions Gate, a partnership, by George M. Lee, Jr. a partner, and Arnold D. Roberts partner, Sign, Seal, and deliver the within Master Deed, and that s/he with H. Dave Whitener, Jr. witnessed the execution thereof.

SWORN to before me this 28th day of October, 1974)
)
H. Dave Whitener, Jr.)
Notary Public of South Carolina)
My Commission Expires on: 12-2-1977)

Drew W. Weeks (LS)
Drew W. Weeks

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EXHIBIT A

TO

**LIONS GATE HORIZONTAL
PROPERTY REGIME**

STAGE I

All that certain piece, parcel and tract of land, situate, lying and being north of Dentonville and west of U. S. Highway No. 1, in Richland County, containing Six and Eleven-Tenths (6.11) acres, and being more particularly shown as STAGE I, and having such shape, courses, distances, metes and bounds as shown on that certain boundary plat of Lions Gate Condominiums prepared by Palmetto Engineering Company, Inc., dated September 27, 1974, recorded in the Office of the Register of Meane Conveyances for Richland County in Plat Book "X", at page 2877, and by reference incorporated herein.

STAGE II

That certain piece, parcel and tract of land shown as STAGE II on said plat hereinabove referred to and containing Two and Thirty-Eight Hundredths (2.38) acres.

STAGE III

That certain piece, parcel and tract of land shown as STAGE III on said plat hereinabove referred to and containing Three and Thirty-Seven Hundredths (3.37) acres.

D 331 no. 911

EXHIBIT B
TO
LIONS GATE HORIZONTAL
PROPERTY REGIME

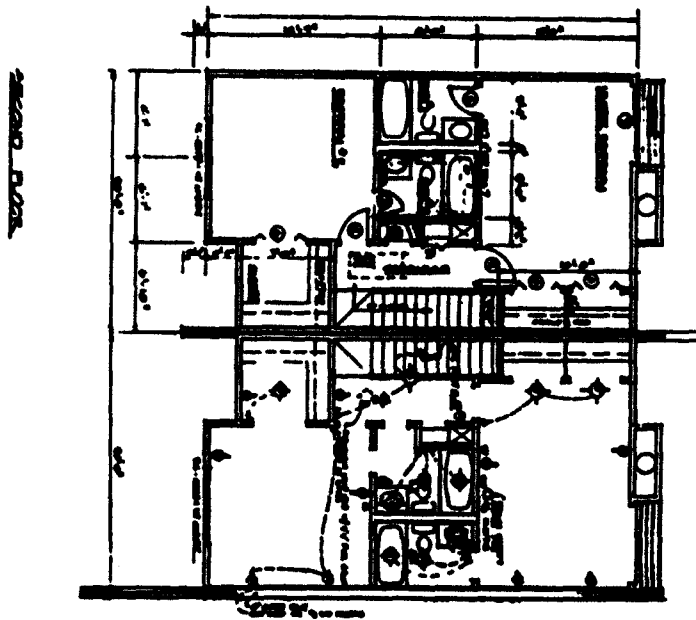
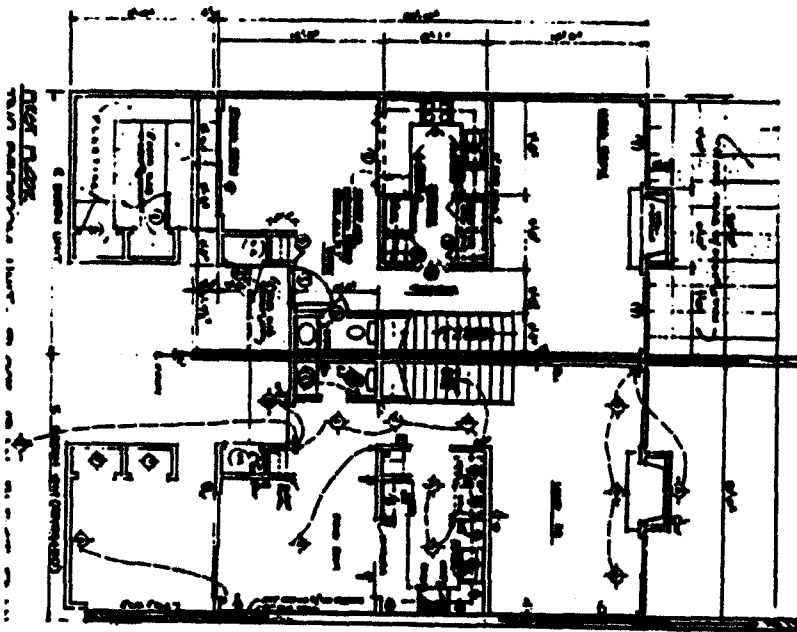
Exhibit B consists of floor plans of the Dwelling in Stage I of Lions Gate Horizontal Property Regime, which floor plans are attached hereto and made a part of this Exhibit B.

ALSO

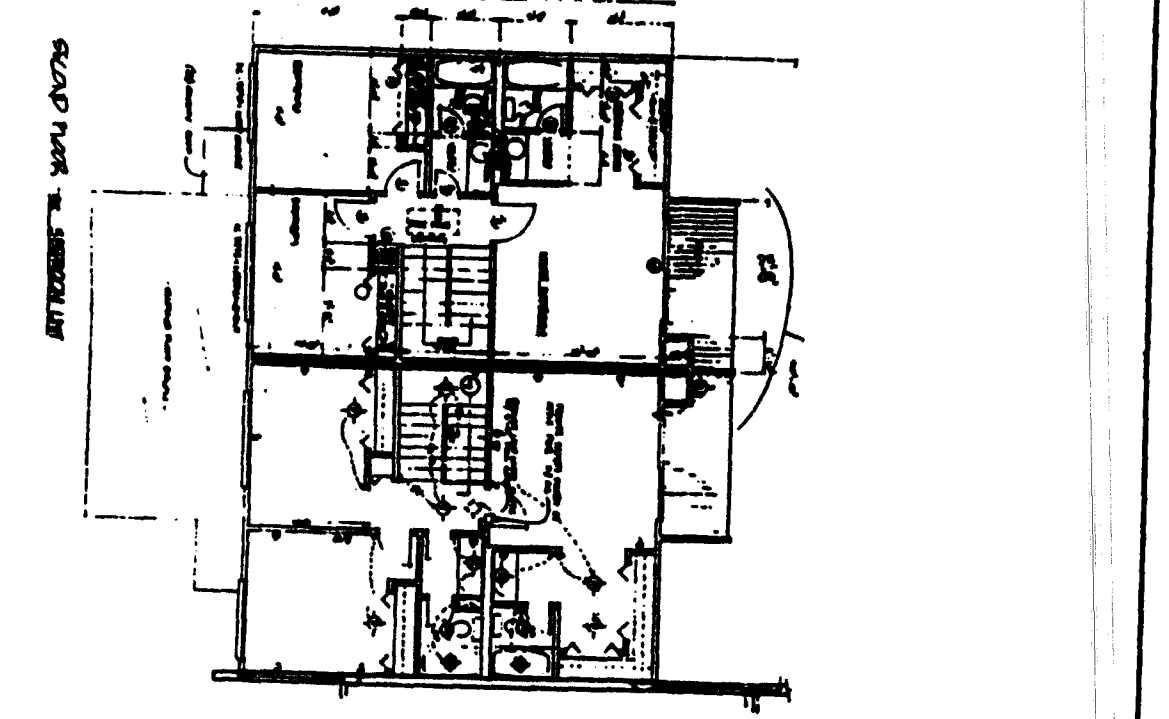
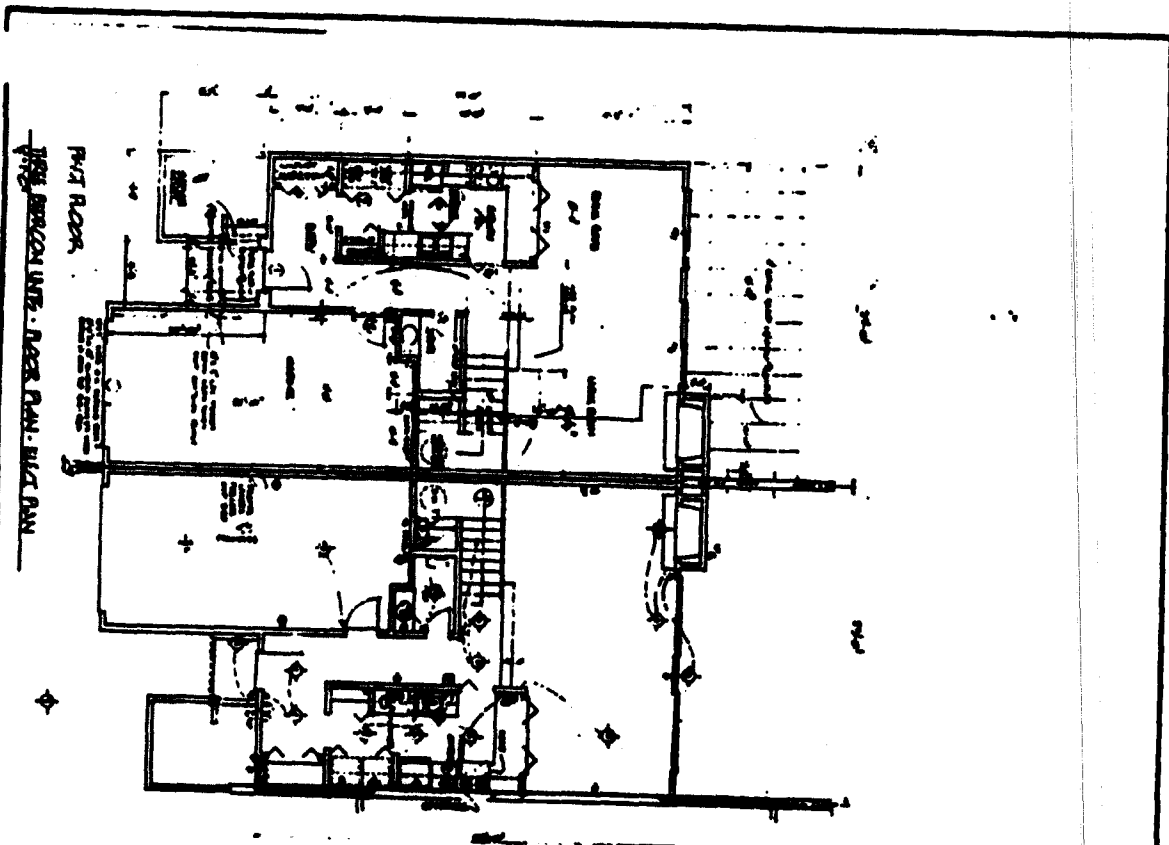
An As-Built plat of Stage I, Lions Gate Condominiums, dated September 5, 1974, revised September 18, 1974, by Palmetto Engineering Company, Inc., recorded in the Office of the Register of Meane Conveyances for Richland County, S. C., in Plat Book "X" at page 2878, and by reference, incorporated herein.

Page one

D 331 26.912



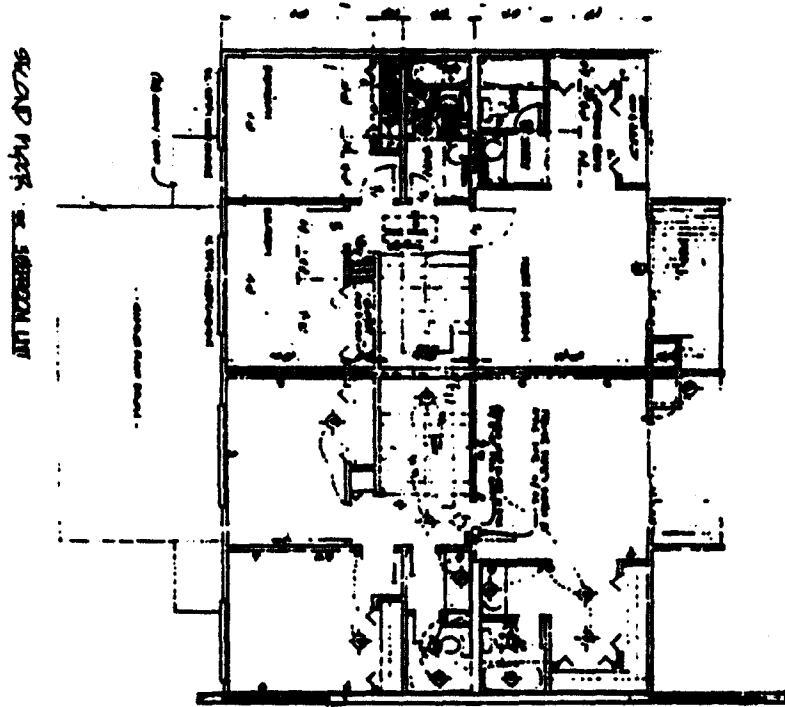
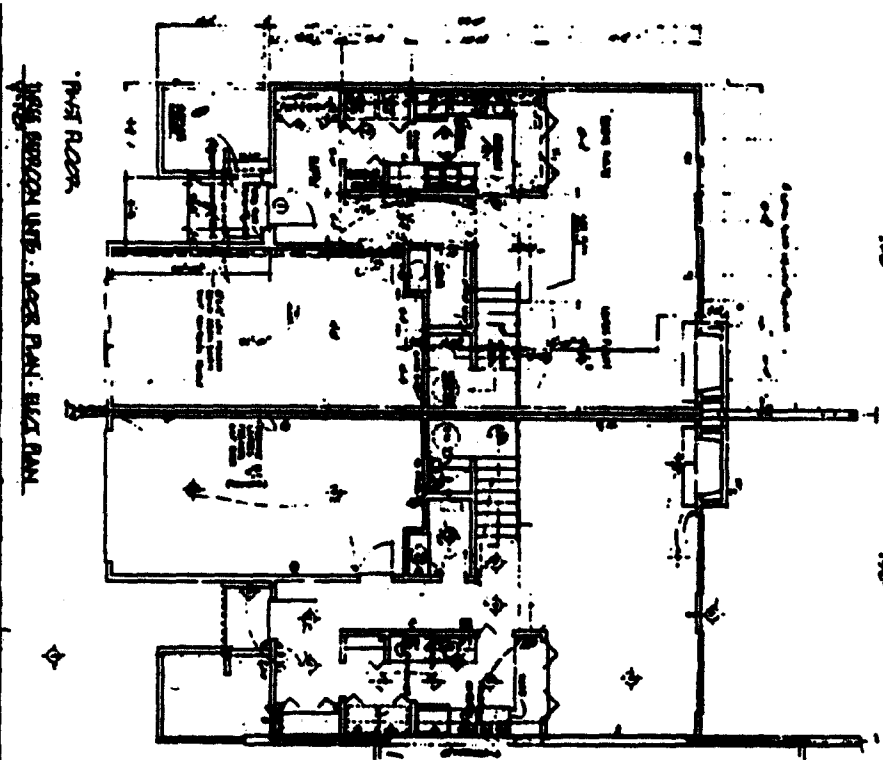
A-4	LONG GATE CONDOR			COLUMBIA ARCHITECTURAL GROUP	
	FLOOR PLAN/ELECT. PLAN			GENERAL CONTRACTORS	



A-5	1200 CHAIR COORDINATE	COLUMBIA ARCHITECTURAL GROUP	
	FLOOR PLAN & ELEC PLAN		

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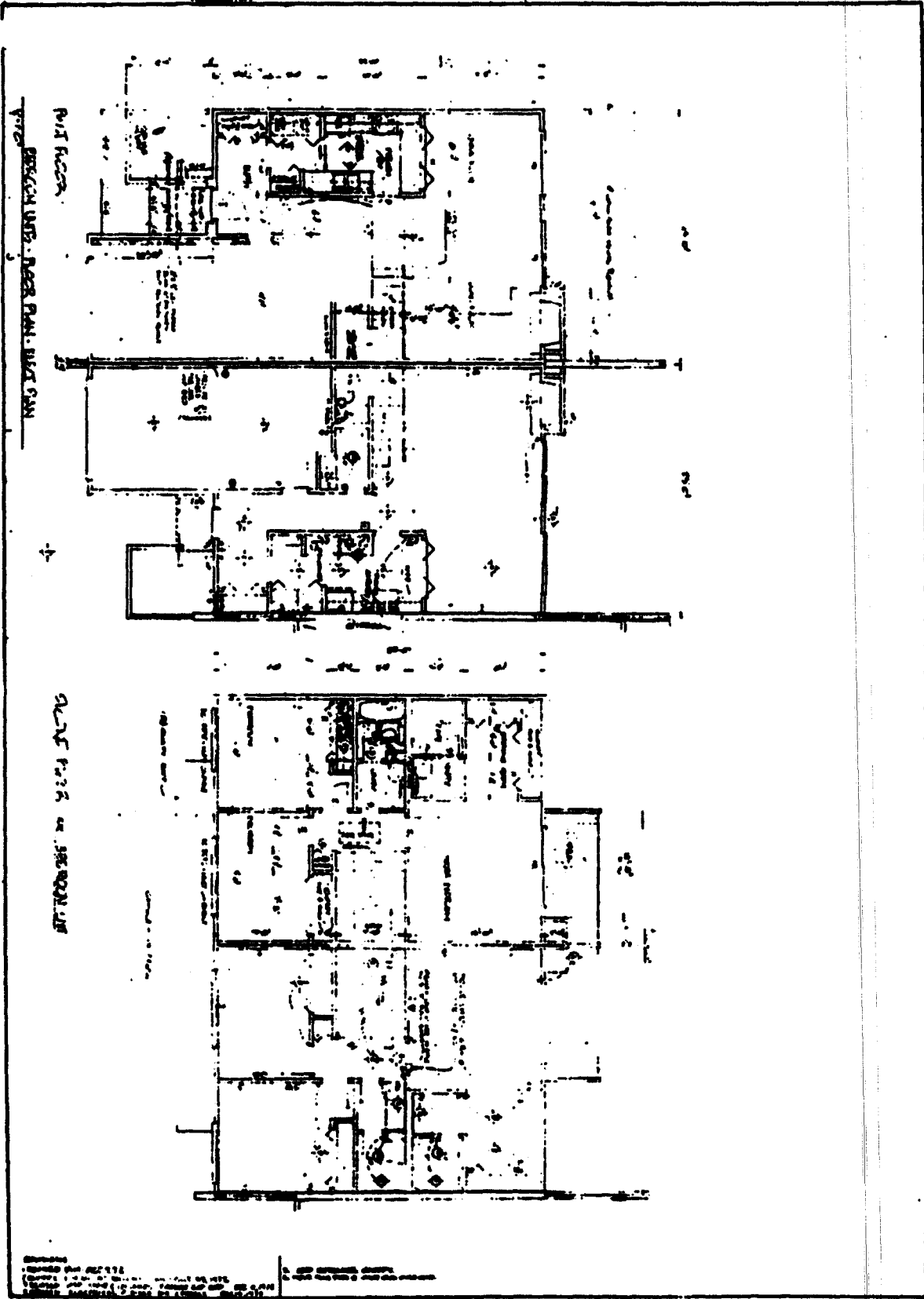
D SEE NO. 914



NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

JNS GATE COMPANY 1234 5th Ave New York, N.Y. 10001 Tel: (212) 123-4567	R/S 1/2" = 1'-0"	48 D 331-013	COLUMBIA ARCHITECTURAL GROUP 1234 5th Ave New York, N.Y. 10001 Tel: (212) 123-4567
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48
 D 331-013



FIRST FLOOR
 DECKED UNIT - DECK PLAN - WEST SIDE

SECOND FLOOR - DECK PLAN - WEST SIDE

NOTES:
 1. SEE ARCHITECTURAL DRAWINGS FOR DETAILS.
 2. SEE MECHANICAL DRAWINGS FOR DETAILS.
 3. SEE ELECTRICAL DRAWINGS FOR DETAILS.
 4. SEE CIVIL DRAWINGS FOR DETAILS.

A-5

NOOK HALL DECK PLAN
 R. J. S.



COLUMBIA ARCHITECTURAL GROUP
 Columbia, South Carolina



D 224 345

EXHIBIT "C-1"

TO LIONS GATE HORIZONTAL PROPERTY REGIME

STAGE I

Classes of Dwellings and Numbers of Dwellings in Each Class	Per Centage Ownership of Each Dwelling	Per Centage Ownership of All Dwellings in Class	Statutory Value of Each Dwelling	Statutory Value of All Dwellings in Class
CLASS A (Two Bedrooms) 4 Dwellings numbered 107, 108, 187, 188	2.0393%	8.1572%	\$37,500.00	\$150,000.00
CLASS B (Three Bedrooms with Garage, Three Bedrooms with Family Room, Four Bedrooms) 38 Dwellings numbered 101, 102, 103, 104, 105, 106, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 181, 182, 183, 184, 185, 186, 189, 190, 191, 192	2.4171%	91.8498%	\$44,500.00	\$1,691,000.00
TOTAL		<u>100%</u>		<u>\$1,841,000.00</u>

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D 331 no. 917

D 331 no. 917

ACCEPT

EXHIBIT "C-2"

TO LIONS GATE HORIZONTAL PROPERTY REGIME

STAGES I AND II

Classes of Dwellings and Numbers of Dwellings in Each Class	Per Centage Ownership of Each Dwelling	Per Centage Ownership of All Dwellings in Class	Statutory Value of Each Dwelling	Statutory Value of All Dwellings in Class
CLASS A (Two Bedrooms) 4 Dwellings numbered 107, 108, 187, 188	1.3297%	5.32%	\$37,500.00	\$150,000.00
CLASS B (Three Bedrooms with Garage, Three Bedrooms with Family Room, Four Bedrooms) 60 Dwellings numbered 101, 102, 103, 104, 105, 106, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 189, 190, 191, 192	1.5780%	94.68%	\$44,500.00	\$2,670,000.00
TOTAL		<u>100%</u>		<u>\$2,820,000.00</u>

D 331 MAR 918

EXHIBIT "C-3"

TO LIONS GATE HORIZONTAL PROPERTY REGIME

STAGES I & II & III

Classes of Dwellings and Numbers of Dwellings in Each Class	Per Centage Ownership of Each Dwelling	Per Centage Ownership of All Dwellings in Class	Statutory Value of Each Dwelling	Statutory Value of All Dwellings in Class
CLASS A (Two Bedrooms) 4 Dwellings numbered 107, 108, 187, 188	.9044	3.618	\$37,500.00	\$150,000.00
CLASS "B" (Three Bedrooms with Garage, Three Bedrooms with Family Room, Four Bedrooms) 72 Dwellings numbered 101, 102, 103, 104, 105, 106, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 189, 190, 191, 192	1.0733	77.279	\$44,500.00	\$3,204,000.00
CLASS "C" (Three Bedrooms with Garage and Playroom) 16 Dwellings numbered 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146	1.1939	<u>19.103</u>	\$49,500.0	<u>\$792,000.00</u>
TOTAL		<u>100%</u>		<u>\$4,146,000.00</u>

D 331 MAR 919

EXHIBIT C

TO

LIONS GATE HORIZONTAL
PROPERTY REGIME

The dwellings include (a) the space enclosed by the unfinished surfaces of perimeter and interior walls, ceilings and floors thereof, including vents, doors, windows and such other structural elements that ordinarily are regarded as enclosures of space; (b) all interior dividing walls and partitions (including the space occupied by such walls or partitions); and (c) the decorated inner surfaces of said perimeter and interior walls (including the decorated inner surfaces of all interior load-bearing walls) and floors, ceilings, consisting (as the case may be) of wallpaper, paint, sheetrock, carpeting, tiles and all other furnishing materials and fixtures affixed or installed and for the sole and exclusive use of any dwelling space, commencing at the point of disconnection from the structural body of the building and from utility lines, pipes, or systems serving the dwelling space. No pipes, wires, conduits or other public utility lines or installations constituting a part of the overall systems designed for the service of any particular dwelling space of a building, nor any property of any kind, including fixtures and appliances within any dwelling, 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 dwelling.

There are three classes of dwellings: Class A being Two Bedroom Townhouses and Class B being Three Bedroom Townhouses, some with garages, some with a family room and some with a fourth bedroom, and Class C being Three Bedroom Townhouses with a garage and a play room located on three levels. There are 4 Class A dwellings in Stage I and 38 Class B dwellings in Stage I. There are 22 Class B dwellings in Stage II. There are 12 Class B dwellings in Stage III and 16 Class C dwellings in Stage III.

Class A: The Two Bedroom Townhouses are composed of dwellings numbered 107, 108, 187 and 188.

Class B: The Three Bedroom Townhouses are composed of dwellings numbered as follows for Stage I: 101, 102, 103, 104, 105, 106, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 181, 182, 183, 184, 185, 186, 189, 190, 191, 192; with the addition of 22 dwellings numbered as follows for Stage II: 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180; and 12 dwellings numbered as follows for Stage III: 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158.

EXHIBIT C

TO

LIONS GATE HORIZONTAL
PROPERTY REGIME

Class C: The Three Bedroom Townhouses with a garage and play room, located on three levels, are composed of 16 dwellings numbered as follows for Stage III: 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146.

Class A dwellings have two bedrooms and contain approximately 1607 square feet, 1268 square feet being heated area, 189 square feet being patio area, and 150 square feet being court yard. Entry is made into a foyer off of which entry is gained into a powder room and, also, off of which entry is gained into a dining area, which dining area has sliding glass doors opening onto a court yard. Just inside the foyer is a storage area. Slightly beyond the entrance into the foyer entry is gained into a kitchen, which kitchen contains a utility area and storage area. The kitchen has a pass through area with folding doors which allows food and other objects to be passed from the kitchen to the dining area. The foyer terminates in a living area in which a fireplace is located. The living area has two sliding glass doors which afford access onto the patio. From the living area at the end of the foyer access is gained to the second floor of the dwelling by means of a staircase which rises toward the entry way, passing over the powder room. The stairs terminate in a hall from which entry is gained to a linen closet which faces the stairs and two bedrooms, one at each end of the hall. From each bedroom entry is made to a bathroom serving each bedroom. One bedroom contains a walk-in closet and the other bedroom a double closet with bifold doors. One bedroom contains a sliding glass door which opens onto a balcony.

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Class B dwellings contain approximately 2159 square feet, of which 1527 square feet is heated area in the three bedroom dwelling and a garage, having 250 square feet, 247 square feet in a patio, 60 square feet in a court yard, and 75 square feet in a balcony. The dwellings with a family room or a fourth bedroom contain 1777 square feet of heated area, 247 square feet in the patio, 60 square feet in the court yard, and 75 square feet in the balcony. Entry is made into a foyer, from which access is had to a coat closet and from which entry is made into the kitchen. The kitchen has a pass through area with folding doors which allows food and other objects to be passed from the kitchen to the dining area. The kitchen contains a utility area and also a storage area. A hall leading from the entrance foyer separates the kitchen from either the garage, the play room or the fourth bedroom, whichever the dwelling contains. From the hall entry is gained into a half-bath or powder room for the dwellings containing a garage and a play room and for the dwellings containing a fourth bedroom entry is into a full bath. The dwelling with a fourth bedroom also contains a closet. The hall terminates into a combination living and dining area containing a fireplace and from which entry is gained through either of two sliding glass doors onto a patio. Access to the second floor is by way of stairs immediately across the hall from the kitchen, turning and passing over the half bath

EXHIBIT C
TO
LIONS GATE HORIZONTAL
PROPERTY REGIME

or full bath. The stairs terminate in a hall from which entry is made into a full bath, said hall also containing a storage area. There are two bedrooms at the end of the hall, each bedroom containing closets with bifold doors. The master bedroom is at the other end of the hall and contains a full bath, dressing area and closets with bifold doors. The master bedroom also has sliding glass doors which open onto a balcony.

Class C dwellings contain approximately 2610 square feet, of which 1991 square feet is heated area in the dwellings with a family room and 1741 square feet is heated area in the dwellings with a garage. The garage contains 250 square feet, 247 square feet in a patio, 247 square feet in a sundeck, 75 square feet in the balcony and 60 square feet in the court yard. Entry is made into a foyer from which access is had to a coat closet and from which entry is made into a powder room. The foyer extends into a hall from which entry is made into a garage or a family room and from which entry is made into the kitchen. The kitchen has a pass through area with folding doors which allows food and other objects to be passed from the kitchen to the dining area. The hall leading from the entrance foyer separates the kitchen from either the garage or the play room, whichever the dwelling contains. At the end of the hall is a combination dining room - living room with a fireplace, from which entry is made onto a sundeck through either of two sliding glass doors. From the hall entry is made up a set of stairs leading to the third level of the dwelling. The stairs terminate in a hall from which entry is made into a full bath, said hall also containing a storage area. There are two bedrooms at the end of the hall, each bedroom containing closets with bifold doors. The master bedroom is at the other end of the hall and contains a full bath, dressing area and closets with bifold doors. The master bedroom also has sliding glass doors which open onto a balcony. Access to the lower level is by way of stairs descending from the hall located on the main level. At the bottom of the stairs, access is made into a laundry room and bath. The bottom level has a large play room with a fireplace from which entry is made through either of two sliding glass doors onto a patio.

D 331 No. 922

EXHIBIT D

**LIONS GATE HORIZONTAL
PROPERTY REGIME**

THE LIMITED COMMON ELEMENTS ARE AS FOLLOWS:

- (1) The patios in front of each dwelling, the balconies extending over the patios of each dwelling, including the surface areas and railings, and also the enclosed court yard or service area adjacent to each dwelling in which the air conditioning compressor is located;
- (2) The air space within mailboxes assigned to the dwelling;
- (3) All non-load bearing walls located entirely within the dwelling;
- (4) All material, including, but not limited to, studs, sheetrock, plywood, carpet, paint, panelling, tile, vinyl or brick, attached to, or on, the inside surface of perimeter walls, floors and ceilings of the dwelling;
- (5) All doors, windows, screens, ventilation fans and vents located entirely within the dwelling or in the perimeter walls, floors or ceilings thereof; and
- (6) All air handling units, ducts and components and all water, power, telephone, television and cable television, electricity, plumbing, gas and sewage lines located in the dwelling; provided, however, that the portion of said lines located in a common compartment for, or installation of, such lines shall be general common elements as described below.

DESCRIPTION OF GENERAL COMMON ELEMENTS: In addition to those defined in the Act and in Paragraph III of the Master Deed, the following shall be general common elements:

- (1) All common storage areas, roads, driveways, parking areas, non-load bearing walls (except for those located entirely within a dwelling), swimming pool, tennis court and decks (except for those portions of the decks hereinabove declared to be limited common elements), common mail box facilities, guard house; and
- (2) Compartments for, and installations of, common telephone, television and/or cable television, sewer and/or irrigation lines and equipment and/or heating and trash disposal facilities.

D 331 no. 923

The State of South Carolina) CERTIFICATE OF INCORPORATION
EXECUTIVE DEPARTMENT) BY THE SECRETARY OF STATE

WHEREAS, Arnold D. Roberts, 181 Lions Gate Drive, Columbia, South Carolina
Leonard T. Shannon, P. O. Box 9127, Columbia, South Carolina
George M. Lee, Jr., 1136 Washington Street, Standard Building, Columbia, South Carolina

two or more of the officers or agents appointed to supervise or manage the affairs of

LIONS GATE HORIZONTAL PROPERTY REGIME, INC.

which has been duly and regularly organized, did on the 1st day of
October, A. D. 1974, file with Secretary of State a written declaration setting forth:

That, at a meeting of the aforesaid organization held pursuant to the by-laws or regulations of the said organization, they
were authorized and directed to apply for incorporation.

That, the said organization holds, or desires to hold property in common for Religious, Educational, Social, Fraternal,
Charitable or other circumstancial purpose, or any two or more of said purposes, and is not organized for the purpose of profit
or gain to the members, otherwise than is above stated, nor for the insurance of life, health, accident or property; and that three
days' notice in the State, a newspaper published in the
County of Richland has been given that the aforesaid Declaration would be filed.

And WHEREAS, Said Deponents and Petitioners further declared and affirmed:

FIRST: Their names and residences are as above given.

SECOND: The name of the proposed Corporation is LIONS GATE HORIZONTAL PROPERTY REGIME, INC.

THIRD: The place at which it proposes to have its headquarters or be located is 181 Lions Gate Drive
Columbia, S. C.

FOURTH: The purpose of the said proposed Corporation is

(i) To preserve, protect, and enhance the beauty and heritage of the common
elements of Lions Gate Horizontal Property Regime and to promote the common
good and general welfare of the co-owners of said Regime; (ii) To provide
facilities and services to the co-owners of said Regime; (iii) To do all things
necessary and proper under South Carolina Horizontal Property Act, Code of
Laws of South Carolina, as amended, Section 57-494 through 523; (iv) To unify
the efforts of the co-owners for the purpose of maintaining and operating the
common elements and protecting the value of the property of the Regime; pro-
vided, however, that notwithstanding anything herein to the contrary, the cor-
poration shall exercise only such powers as are in furtherance of the exempt
purposes of organizations set forth in Section 501 (c) (3) and 170 (c) (2) of the
Internal Revenue Code and in the regulations thereunder as the same now exist
or as they may be hereafter amended from time to time.

FIFTH: The names and residences of all Managers, Trustees, Directors or other officers are as follows:

Table with 3 columns: Name, Residence, and Title. Includes Arnold D. Roberts (President & board Member), L. T. Shannon (Vice President & board Member), and George M. Lee, Jr. (Secretary-treasurer, Board Member & Managing Agent).

SIXTH: That they desire to be incorporated: in perpetuity

Now, THEREFORE I, G. FRANK THORNTON, Secretary of State, by virtue of the authority in me vested, in Chapter
13, Title 12, Code of 1962, and Acts amendatory thereto, do hereby declare the said organization to be a body politic and
corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities contained by
said Chapter 13, Title 12, Code of 1962 and Acts amendatory thereto.



GIVEN under my hand and the seal of the State, at Columbia,
this 1st day of October
in the year of our Lord one thousand nine hundred and
74 and in the one hundred and 99th
year of the Independence of the
United States of America.

G. FRANK THORNTON, Secretary of State.

D 331 No 924



Dec 11 1 32 PM '91

FILED
REGISTER OF MESSNE CONVEYANCES
JOHN W. BARTLETT

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

AMENDMENT TO THE MASTER DEED AND
RESTRICTIONS OF THE LIONS GATE
HORIZONTAL PROPERTY REGIME, INC.

WHEREAS Lions Gate Horizontal Property Regime, Inc., is a non-profit corporation existing under the laws of the State of South Carolina.

AND WHEREAS, on October 28, 1974, the Master Deed was recorded by the Register of Mesne Conveyances for Richland County, South Carolina, in Deed Book D331, Page 24.

AND WHEREAS, a special meeting of the members of Lions Gate Horizontal Property Regime, Inc., held on December 2, 1991, a certain amendment to the above described Master Deed was approved pursuant to the provisions of the Bylaws and applicable state law:

AND WHEREAS, in order to comply with 27-31-150 of the Code of Laws of South Carolina, 1976, Lions Gate Horizontal Property Regime, Inc., desired to record such amendments:

NOW THEREFORE LET ALL MEN KNOW BY THESE PRESENTS that the Master Deed of Lions Gate Horizontal Property Regime, as recorded in Deed Book D331, at Page 24 has been amended as follows:

Delete all of Article XXV, "Association's Right of First Refusal with Respect to Sale of Dwelling."

Amendment to the Master Deed of Lions Gate Horizontal Property Regime, Inc., executed this 11th day of Dec, 1991.

WITNESSES:

Donald E. Boyd
Donald E. Boyd

LIONS GATE HORIZONTAL PROPERTY REGIME, INC.

R.W. [Signature]
It's President

Bette Boyd - [Signature]
Assist: It's Secretary

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

PERSONALLY appeared before me Cynthia Harrison, who first being duly sworn, deposes and says the he saw the within named Lions Gate Horizontal Property Regime, Inc., by R.W. [Signature] it's President, and by Bette Boyd it's Secretary, sign, seal and as its act and deed deliver the foregoing Amendment to the Master Deed of Lions Gate Horizontal Property Regime, Inc. for the uses and purposes therein mentioned; and he together with Donald E. Boyd witnessed the execution thereof.

Cynthia Harrison

SWORN to before me this 11th day of Dec, 1991.

Cynthia Harrison
Notary Public of South Carolina

My Commission expires: My Commission Expires December 11, 2000