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MASTER DEED  
of  
CREEKSIDE AT HUNTINGTON HORIZONTAL PROPERTY REGIME

ATTORNEY  
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MASTER DEED OF CREEKSIDE AT HUNTINGTON

HORIZONTAL PROPERTY REGIME

INDEX

<u>ARTICLE AND SECTION HEADINGS</u>	<u>PAGE NUMBER</u>
Article I. <u>Definitions.</u>	1
Section 1.1. Definitions.	1
Article II. <u>Administration.</u>	4
Section 2.1. The Association.	4
Section 2.2. Professional Management.	4
Section 2.3. Agreements.	4
Section 2.4. Access to Information.	4
Section 2.5. Audited Financial Statements.	4
Section 2.6. Rules and Regulations.	5
Article III. <u>Property Rights.</u>	5
Section 3.1. Development Plan.	5
Section 3.2. Units.	5
Section 3.3. Common Area and Limited Common Area.	5
Section 3.4. Status of Title to the Project.	6
Section 3.5. Disclaimer of Warranty from Developer and Limited Warranty of Developer.	7
Section 3.6. Unit Deeds.	7
Article IV. <u>Assessments.</u>	7
Section 4.1. Creation of Lien and Personal Obligation for Assessments.	7
Section 4.2. Annual Assessments.	8
Section 4.3. Special Assessments.	9
Section 4.4. Date of Commencement of Annual Assessments; Due Dates.	9
Section 4.5. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association.	10
Section 4.6. Subordination of the Charges and Liens to Mortgages.	11
Section 4.7. Reserves.	11
Section 4.8. Working Capital Assessment.	11

<u>ARTICLE AND SECTION HEADINGS</u>	<u>PAGE NUMBER</u>
Article V. <u>Insurance and Casualty Losses.</u>	12
Section 5.1.   Hazard Insurance.	12
Section 5.2.   Flood Insurance.	14
Section 5.3.   Liability Insurance.	14
Section 5.4.   Fidelity Bonds.	14
Section 5.5.   Authority to Adjust Loss.	15
Section 5.6.   Trustee.	15
Section 5.7.   Damage and Destruction.	17
Section 5.8.   Insufficient Proceeds to Repair.	18
Article VI. <u>Condemnation.</u>	18
Section 6.1.   General.	19
Section 6.2.   Non-Essential Areas.	19
Section 6.3.   Essential Areas.	19
Article VII. <u>Architectural Control.</u>	19
Section 7.1.   Approval Required for Changes.	19
Article VIII. <u>Exterior Maintenance.</u>	20
Section 8.1.   Responsibility of Association.	20
Section 8.2.   Access to Units.	20
Section 8.3.   Responsibility of Owners.	20
Article IX. <u>Unit Restriction.</u>	21
Section 9.1.   Residential Purposes.	21
Section 9.2.   Construction and Sale Period.	21
Section 9.3.   Animals and Pets.	21
Section 9.4.   Exterior Antennas.	21
Section 9.5.   Leasing of Units.	22
Section 9.6.   Occupancy of Units.	22
Article X. <u>Easements.</u>	22
Section 10.1.  Encroachments.	22
Section 10.2.  Utilities, etc.	22
Section 10.3.  Other.	23
Article XI. <u>Assigned Value and Unit Vote.</u>	23
Section 11.1.  Unit and Property Values.	23
Section 11.2.  Unit Votes.	23

<u>ARTICLE AND SECTION HEADINGS</u>	<u>PAGE NUMBER</u>
Article XII. <u>Rights Related to Mortgagees.</u>	23
Section 12.1. Notice of Action.	23
Section 12.2. Special Voting Rights of Eligible Mortgage Holders.	24
Section 12.3. Failure to Provide Negative Response.	24
Article XIII. <u>Termination of Regime.</u>	24
Section 13.1. Reservation of Right to Terminate.	24
Section 13.2. No Consent of Tenants or Prospective Purchasers Required.	25
Article XIV. <u>General Provisions.</u>	25
Section 14.1. Adherence to Provisions of Master Deed, Bylaws and Rules and Regulations.	25
Section 14.2. Amendment.	25
Section 14.3. Termination.	26
Section 14.4. Covenants Running with the Land.	26
Section 14.5. Enforcement.	26
Section 14.6. Severability.	27
Section 14.7. Perpetuities and Restraints on Alienation.	27
Section 14.8. Gender or Grammar.	27
Section 14.9. Headings.	27
Section 14.10. Powers of Attorney.	27
Article XV. <u>Exhibits.</u>	27
Section 15.1. Exhibits Attached.	27
Exhibit A. Legal Description of the Land	
Exhibit B. Site Plan	
Exhibit C. Floor Plans	
Exhibit D. Description of Limited Common Area	
Exhibit E. Description of Unit Boundaries	
Exhibit F. Schedule of Assigned Values and Percentage Interests	
Exhibit G. Declaration for Incorporation of Association	
Exhibit H. Bylaws of the Association	
Exhibit I. Rules and Regulations	
Exhibit J. Form of Unit Deed	

STATE OF SOUTH CAROLINA )  
 ) MASTER DEED OF CREEKSIDE AT  
COUNTY OF RICHLAND ) HUNTINGTON HORIZONTAL  
 ) PROPERTY REGIME

TO ALL WHOM THESE PRESENTS MAY COME:

WHEREAS, J. CLIFTON JUDY, JR. (the "Developer") is a South Carolina resident, having his principal place of business located at 8 Rainbow Row, 1898 Calhoun Street, Columbia, South Carolina 29201.

WHEREAS, the Developer is the owner of that certain real property more fully described in Exhibit A attached hereto (the "Land") located at Hunt Club Road, Columbia, South Carolina; and

WHEREAS, the Developer is in the process of converting the improvements on the land into 69 condominium units together with common areas and amenities on the Land; and

WHEREAS, the Developer deems it appropriate to organize a horizontal property regime by duly executing and recording this Master Deed in the RMC Office for Richland County, South Carolina; and

WHEREAS, the Developer reserves the right to terminate this Master Deed of record and terminate the horizontal property regime organized pursuant to this Master Deed at any time prior to conveyance of an individual condominium unit.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer hereby submits the Land, together with all easements, rights and appurtenances thereunto belonging, to the provisions of Sections 27-31-10 through 27-31-440 of the South Carolina Code of Laws (1976) and hereby creates thereon a horizontal property regime to be known as CREEKSIDE AT HUNTINGTON HORIZONTAL PROPERTY REGIME, subject to the following:

## ARTICLE I

### Definitions

Section 1.1. Definitions. Unless defined herein or unless the context requires otherwise, the words defined in Section 27-31-20, South Carolina Code of Laws (1976), when used in this Master Deed or any amendment hereto, shall have the meaning therein provided. The following words when used in this Master Deed or any amendment hereto, unless the context requires otherwise, shall have the following meanings:

"Act" means the Horizontal Property Act of South Carolina, South Carolina Code of Laws (1976), as amended, Section 27-31-10 to Section 27-31-300, and as may be further amended from time to time.

"Assessment" means the amount assessed against an Owner and his Unit from time to time by the Association in the manner provided herein.

"Association" means Creekside at Huntington Owners Association, Inc., being an association of and limited to Owners of the Units located in the Regime in the form of a non-profit, non-stock membership association which has been incorporated in accordance with the Declaration for Incorporation attached hereto as Exhibit G.

"Board of Directors" or "Board" means the Board of Directors of the Association, and "director" or "directors" means a member or members of the Board.

"Bylaws" means the Bylaws of the Association attached hereto as Exhibit H, as amended from time to time.

"Common Area" means all of the Regime property after excluding the Units and Limited Common Area.

"Common Expenses" means (a) all expenses incident to the administration, maintenance, repair and replacement of the Common Area and the Limited Common Area, after excluding therefrom such expenses which are the responsibility of an Owner; (b) expenses determined by the Association to be Common Expenses and which are lawfully assessed against Owners; (c) expenses declared to be Common Expenses by the Act or the Regime Documents; and (d) reasonable reserves established for the payment of any of the foregoing.

"Developer" means J. Clifton Judy, Jr., his heirs and assigns.

"Land" means the certain real property described in Exhibit A attached hereto.

"Limited Common Area" means those areas so designated in Exhibit D attached hereto.

"Master Deed" means this document, as amended from time to time.

"Owner" means the record owner, whether one or more persons, of fee simple title in and to any Unit, excluding, however, those persons having such interest merely as security for the performance of an obligation.

"Percentage Interest" means the percentage of undivided interest each Owner owns as tenant-in-common in the Common Area and Limited Common Area; and "Total Percentage Interests" means the aggregate of all the Percentage Interests.

"Plans" means and includes the architectural plans of the Project which are filed as an attachment to this Master Deed, said plans having been prepared by Columbia Architectural Group, entitled Creekside at Huntington Horizontal Property Regime, and certified by a licensed engineer and/or architect in accordance with the provisions of the Act.

"Project" means the Land, the buildings and all other improvements and structures located thereon, and all easements, rights and appurtenances belonging thereto, submitted to the Act by this Master Deed.

"Regime" means the horizontal property regime established by this Master Deed, including all appurtenances and incidents of ownership attendant therewith.

"Regime Documents" means and includes this Master Deed, all Exhibits hereto, the documents of Incorporation of the Association, the Bylaws and the Rules and Regulations, all as amended from time to time.

"Rules and Regulations" means the rules and regulations from time to time promulgated by the Board of Directors governing the use of the Common Area, Limited Common Area and Units.

"Site Plan" means and includes the survey of the Land and improvements attached hereto as Exhibit B showing the boundaries of the Land and the location of the Units and amenities of the Project thereon.

"Trustee" means a financial institution with trust powers or other business entity commonly accepted by private institutional mortgage investors in Richland County, South Carolina, to act as a fiduciary for the benefit of the Association and the Owners which shall be designated by the Board of Directors to hold certain funds and provide services as provided herein.

"Unit" means that part of the Project intended for independent use by an Owner situate within the Unit Boundaries designated in Exhibit E. Each Unit is identified in Exhibit B by a specific number, which number shall be sufficient to identify the Unit for all purposes.

"Unit Estate" means all the components of ownership held by an Owner, including the rights and interests of the Owner in and to the Unit, the rights of use of the Limited Common Area and the undivided interest in the Common Area and Limited

Common Area. Unless the context requires otherwise, all references to "Units" herein shall include the "Unit Estate".

## ARTICLE II

### Administration

Section 2.1. The Association. The administration of the Regime shall be the responsibility of the Association which shall be made up of all the Owners of Units in the Regime. The Association and the Owners shall be governed by this Master Deed and the Bylaws attached hereto as Exhibit H, as the same may be amended from time to time.

Section 2.2. Professional Management. Management of the Project shall be conducted by a professional management company retained by the Association; provided, however, that the Association shall not enter into any management contract with a term of longer than one fiscal year and all contracts shall contain reasonable compensation and termination provisions consistent with provisions generally prevailing for management contracts relating to condominium projects located in Richland County, South Carolina.

Section 2.3. Agreements. The Association shall be and hereby is authorized to enter into such agreements, including without limitation, management contracts, as it may deem necessary or desirable for the administration and operation of the Regime. Each Owner by acquiring or holding an interest in any Unit thereby agrees to be bound by the terms and conditions of all such agreements entered into by the Board of Directors on behalf of the Association, provided, however, the Association shall have the right to terminate any management contracts entered into by Developer prior to passage of control, without cause and exercisable without penalty upon 90 days notice to the other party.

Section 2.4. Access to Information. The Association shall make available to Owners and holders, insurers or government guarantors of any mortgage, current copies of the Regime Documents and the books, records, contractual arrangements and financial statements of the Association. "Available" means available for reasonable inspection, upon request, during normal business hours or under other reasonable circumstances. Any party entitled to the benefits of this Section 2.4 shall be permitted to designate one or more agents who shall be permitted to represent said party in connection with any and all reviews of the Regime Documents and books, records, contractual arrangements and financial statements of the Association.

Section 2.5. Audited Financial Statements. No later than 120 days after the close of any fiscal year of the



Association, the Association shall cause audited financial statements for such fiscal year to be prepared by a certified public accountant licensed in the State of South Carolina. Copies of these financial statements shall be provided free of charge to any party entitled to the benefits of Section 2.4 promptly upon request.

Section 2.6. Rules and Regulations. The Board of Directors shall be entitled to promulgate reasonable Rules and Regulations from time to time, which shall be binding upon the Association and all Owners and lessees of Owners, their families, invitees and guests, regarding the use and enjoyment of Units, the Limited Common Area and Common Area. The initial Rules and Regulations of the Association are contained in Exhibit I attached hereto. Copies of the current Rules and Regulations shall be furnished to Owners and lessees of Owners upon request.

### ARTICLE III

#### Property Rights

Section 3.1. Development Plan. The Developer shall convert or cause to be converted on the Land residential buildings containing a total of 69 Units constructed substantially in accordance with the Plans and the specifications for conversion, copies of which shall remain on file in the office of the Association. The amenities are those provided in the Declaration and Reservation of Easements made and declared by The Huntington General Partnership, dated January 25, 1974, and recorded in the RMC Office for Richland County in Deed Book D-304 at page 899. The Developer expressly reserves the right, during the course of conversion, to revise, modify or change in whole or in part the Plans and specifications for conversion; provided, however, that the Developer shall adhere to the general scheme of development as set forth in the Plans.

Section 3.2. Units. Each Unit Estate shall for all purposes constitute a separate parcel of real property which, subject to the provisions of this Master Deed, may be owned in fee simple and which may be conveyed, transferred, leased and encumbered in the same manner as any other real property. Each Owner, subject to the provisions of the Act and this Master Deed, shall be entitled to the exclusive ownership and possession of his Unit.

#### Section 3.3. Common Area and Limited Common Area.

(a) Percentage Interest. The Owners shall own the Common Area and Limited Common Area as tenants in common, with each Unit having appurtenant thereto the Percentage Interest in the Common Area and Limited Common Area as set forth in Exhibit F attached hereto; provided, however, that the use of the Limited Common Area shall be restricted as set forth in Section 3.3(e). The Percentage Interest appurtenant to each Unit has been determined by dividing the assigned value of the respective Unit as shown on Exhibit F by the aggregate value of all of the Units as shown

on Exhibit F. The value assigned to any Unit in Exhibit F shall not fix the market value of the Unit and shall only be utilized for purposes of computing the Percentage Interest appurtenant to the respective Unit.

(b) Inseparability of Percentage Interests. The Percentage Interest in the Common Area and the Limited Common Area cannot be separated from the Unit to which it appertains and shall be automatically conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the deed or other instruments.

(c) No Partition. The Common Area and Limited Common Area shall remain undivided and no right to partition the same or any part thereof shall exist except as provided in the Act, the Bylaws and this Master Deed.

(d) Use of Common Area. The Common Area shall be used in accordance with the intended purposes without hindering the exercise of or encroaching upon the rights of other Owners. The Board of Directors shall, if any question arises, determine the purpose for which a part of the Common Area is intended to be used. All Owners and lessees of Owners, their families, invitees and guests shall abide by all Rules and Regulations from time to time in effect governing the use of the Common Area.

(e) Limited Common Area. Ownership of each Unit shall entitle the Owner or Owners thereof to the use of the Limited Common Area adjacent and appurtenant to such Unit and so designated in Exhibit D, which exclusive use may be delegated by such Owner to persons who reside in his Unit. All Owners and lessees of Owners, their families, invitees and guests shall abide by all Rules and Regulations from time to time in effect governing the use of the Limited Common Area.

Section 3.4. Status of Title to the Project. The Developer represents and warrants to the Association and all the Owners that as of the effective date hereof, the Developer has a reasonably safe, marketable and fee simple title to the Land. The rights and interests of all Owners in and to the Common Area and Limited Common Area shall be subject only to (i) liens for real estate taxes for 1985 and subsequent years; (ii) easements, conditions and restrictions of record; and (iii) applicable governmental regulations, including zoning laws, which may be imposed upon the Project from time to time; provided, however, that the Developer warrants that the foregoing do not unreasonably interfere with the use of the Project for residential purposes. In addition, the Developer warrants that it will pay all parties who have provided materials to or rendered services in connection with the conversion of the Project in a timely manner and shall indemnify and hold the Association and the Owners harmless from all liens, claims or causes of action of persons who have supplied materials

to or rendered services in connection with the conversion of the Project.

Section 3.5. Disclaimer of Warranty from Developer and Limited Warranty from Developer.

(a) Units, Common Area and/or Limited Common Area. THE UNITS, COMMON AREA AND LIMITED COMMON AREA ARE BEING SOLD IN AN "AS IS" CONDITION, EXCEPT AS SET FORTH IN SECTION 3.5(b). THE DEVELOPER DISCLAIMS ALL OTHER CONTRACTUAL OBLIGATIONS OR WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE DEVELOPER SHALL NOT BE LIABLE FOR DAMAGES OF ANY NATURE, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, REGARDLESS OF WHETHER SUCH DAMAGES ARE CLAIMED TO ARISE OUT OF THE LAW OF CONTRACT, TORT OR NEGLIGENCE, OR PURSUANT TO STATUTE OR ADMINISTRATIVE REGULATION. Each Owner, in accepting a deed from the Developer or any other party to a Unit, expressly acknowledges and agrees that this Section 3.5(a) establishes the sole liability of the Developer to the Association and the Owners related to defects in the Units, Common Area and/or Limited Common Area and the remedies available with regard thereto except as set forth in Section 3.5(b).

(b) Appliances Located in Units. FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF CONVEYANCE OF A UNIT, THE DEVELOPER SHALL AT NO COST TO THE RESIDENTIAL UNIT OWNER REPAIR OR REPLACE (IN THE DEVELOPER'S DISCRETION) ANY APPLIANCES LOCATED WITHIN A UNIT WHICH ARE DEFECTIVE AS TO MATERIALS OR WORKMANSHIP. THIS LIMITED WARRANTY IS IN PLACE OF ALL OTHER CONTRACTUAL OBLIGATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND THE DEVELOPER DISCLAIMS ALL OTHER CONTRACTUAL OBLIGATIONS OR WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY OF THE DEVELOPER IS EXPRESSLY LIMITED TO SUCH REPAIR OR REPLACEMENT AND THE DEVELOPER SHALL NOT BE LIABLE FOR DAMAGES OF ANY NATURE, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, REGARDLESS OF WHETHER SUCH DAMAGES ARE CLAIMED TO ARISE OUT OF THE LAW OF CONTRACT, TORT OR NEGLIGENCE, OR PURSUANT TO STATUTE OR ADMINISTRATIVE REGULATION. Each Owner, in accepting a deed from the Developer or any other party to a Unit, expressly acknowledges and agrees that this Section 3.5(b) establishes the sole liability of the Developer to the Owner related to defects in the appliances located within a Unit and the remedies available with regard thereto.

Section 3.6. Unit Deeds. All conveyances of Units by the Developer or any Owner shall be accomplished through the use of a Unit Deed in substantially the form of Exhibit J attached hereto.

ARTICLE IV

Assessments

Section 4.1. Creation of Lien and Personal Obligation for Assessments. Each Unit Estate is and shall be subject to

a lien and permanent charge in favor of the Association for the Assessments set forth herein. Each Assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall be a permanent charge and continuing lien upon the Unit Estate against which it relates, and shall also be the joint and several personal obligation of each Owner of such Unit Estate at the time the Assessment comes due and upon such Owner's successor in title if unpaid on the date of the conveyance of such Unit Estate, and each and every Owner by acquiring or holding an interest in any Unit Estate thereby covenants to pay such amount to the Association when the same shall become due.

Section 4.2. Annual Assessments. No later than November 15 of each calendar year, the Board of Directors shall set the "Annual Assessments" by estimating the Common Expenses to be incurred during the immediately succeeding calendar year and shall prorate such Common Expenses among the Owners of the Units in accordance with their respective Percentage Interests and shall give written notice to each Owner of the Annual Assessment fixed against his Unit for such immediately succeeding calendar year; provided, however, that the Annual Assessment for the calendar year 1985 shall be established by March 31, 1985. The Annual Assessments levied by the Association shall be collected as provided in Section 4.4.

The Annual Assessments shall not be used to pay for the following:

(a) Casualty insurance of individual Owners on their possessions within the Units and liability insurance of such Owners insuring themselves and their families individually, which shall be the sole responsibility of such Owners;

(b) Telephone or electrical utility charges for each Unit which shall also be the sole responsibility of the Owners of such Units;

(c) Ad valorem taxes assessed against Units;

(d) Private mortgage insurance.

It is anticipated that ad valorem taxes and other governmental assessments, if any, upon the Project will be assessed by the taxing authority upon the Unit Estate, and that each assessment will include the assessed value of the Unit and of the undivided interest of the Owner in the Common Area and the Limited Common Area; provided, however, that for the calendar year 1985, the ad valorem taxes shall be based upon the condition of the Land as of January 1, 1985, with the Developer and Owners to be liable for payment of pro rata portions of said taxes (based upon the number of days each owned the Land as evidenced by the date of the Unit Deed) when the 1985 ad valorem taxes are due

and payable. Any such taxes and governmental assessments upon the Project which are not so assessed shall be included in the Association's budget as a recurring expense and shall be paid by the Association as a Common Expense. Each Owner is responsible for making his own return of taxes and such return shall include such Owner's undivided interest in the Common Area and Limited Common Area as such undivided interest is determined by law for purposes of returning taxes.

Section 4.3. Special Assessments. In addition to the Annual Assessments, the Board of Directors may levy in any calendar year "Special Assessments" for the purpose of supplementing the Annual Assessments if the same are inadequate to pay the Common Expenses and of defraying, in whole or in part, the cost of any reconstruction, repair, or replacement of the Limited Common Area or the Common Area (including the necessary fixtures and personal property related thereto); provided, however, that any such Special Assessments shall have the assent of Owners representing a majority of the Total Percentage Interests, voting in person or by proxy, at a meeting at which a quorum is present, duly called for the express purpose of approving such Assessment. Written notice of such meeting shall be sent to all Owners not less than ten (10) days nor more than thirty (30) days in advance of the meeting, which notice shall set forth the purpose of the meeting. The period of the Special Assessments and manner of payment shall be determined by the Board.

Section 4.4. Date of Commencement of Annual Assessments; Due Dates. Although the Annual Assessment is calculated on a calendar year basis, each Owner of a Unit shall be obligated to pay to the Association or its designated agent such Assessment in equal monthly installments on or before the first day of each month during such calendar year.

The obligations of Owners regarding the payment of monthly portions of the Annual Assessments provided for in this Article IV shall as to each Unit commence upon the title conveyance by the Developer or six months from the date hereof, whichever shall first occur (such date shall become the "commencement date"); provided, however, that for the fiscal years ending December 31, 1985, and December 31, 1986, the Developer shall be obligated to contribute to the Association an amount equal to any deficit created by expenditures of the Association in excess of Assessments received from Owners (excluding any Special or Working Capital Assessment), with all prepaid expenditures to be accounted for on an accrual basis. The first monthly payment of the Annual Assessment for each such Unit shall be an amount equal to the monthly payment for the fiscal year in progress on such commencement date, divided by the number of days in the month of conveyance, and multiplied by the number of days then remaining in such month.

The Association shall, upon demand at any time, furnish to any Owner liable for any such Assessment a certificate in writing

signed by an Officer of the Association, setting forth whether the same has been paid. A reasonable charge, as determined by the Board, may be made for the issuance of such certificate. Such certificate shall be conclusive evidence of payment of any Assessment stated to have been paid as to any person or entity who has relied on the certificate to his detriment.

Section 4.5. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association.

(a) If an Assessment is not paid on the date when due, as hereinabove provided, then such Assessment together with such late charges and interest thereon and any cost of collection thereof as hereafter provided, shall be a charge and continuing lien on the Unit Estate to which it relates, and shall bind such property in the hands of the Owner, his heirs, legal representatives, successors, and assigns. The personal obligation of the Owner to pay such Assessment, however, shall remain his personal obligation. Furthermore, such prior Owner and his successor in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such prior Owner and his successor in title.

(b) In the event any Assessment is not received within ten (10) days of the due date thereof, a late charge in the form of a service fee to be set by the Board of Directors shall be added to the Assessment and shall be due and payable on demand. In addition, in the event any Assessment is not received within thirty (30) days of the due date thereof, interest at the rate of one and one-half per cent (1 1/2%) per month (not to exceed the highest lawful rate) shall be added to the Assessment and shall be due and payable on demand. Interest will continue to accrue until the Assessment is paid in full.

(c) The Association may bring legal action against the Owner personally obligated to pay the same or foreclose its lien against the Unit Estate to which it relates or pursue both such courses at the same time or successively. In any event, the Association shall be entitled also to recover reasonable attorney's fees actually incurred and all other costs of collection. Each Owner, by his acceptance of a deed or other conveyance to a Unit, vests in the Association or its agent the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding at law or in equity. The Association shall have the power to bid on the Unit at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may be relieved from liability from the Assessment provided for herein by abandonment of his Unit or otherwise.

(d) During any period in which an Owner shall be in default in the payment of any Annual or Special Assessment levied by the Association, the voting rights of the Owner and the rights of the Owner and lessees of the Owner, their families, invitees and guests, to use and enjoy the Common Area may be suspended for a period of time to be decided by the Board of Directors and until such time as the Assessment has been paid.

Section 4.6. Subordination of the Charges and Liens to Mortgages.

(a) The lien and permanent charge for the Assessments (together with late charges, interest, fees and costs of collection) authorized herein with respect to any Unit is hereby made subordinate to the lien of any mortgagee or his assigns placed on such Unit Estate if, but only if, all such Assessments with respect to such Unit Estate having a due date on or prior to the date such mortgage is filed for record have been paid. The lien and permanent charge hereby subordinated is only such lien and charge as relates to Assessments authorized hereunder having a due date subsequent to the date such mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the Owner of the mortgaged Unit Estate of his personal obligation to pay all Assessments coming due at a time when he is the Owner; shall not relieve such Unit Estate from the lien and permanent charge provided for herein (except as to the extent the subordinated lien and permanent charge is extinguished against a mortgagee or such mortgagee's assignee or transferee by foreclosure); and no sale or transfer of such Unit Estate to the mortgagee or to any other person pursuant to a foreclosure sale shall relieve any previous Owner from liability for any Assessment coming due before such sale or transfer.

Section 4.7. Reserves. The Board of Directors shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Common Area and Limited Common Area. The Board of Directors shall include amounts needed to maintain an adequate reserve fund in its estimation of the Common Expenses for each fiscal year and shall cause deposits to the reserve fund to be made in connection with the collection of the Annual Assessment.

Section 4.8. Working Capital Assessment. Notwithstanding anything to the contrary in this Master Deed, a working capital fund shall be established for the Association by collecting from each Owner who acquires title to his Unit from the Developer a Working Capital Assessment amounting to 2/12ths of the Annual Assessment then in effect, which Assessment shall be due and payable at the time of transfer of each Unit to the respective Owner.

## ARTICLE V

### Insurance and Casualty Losses

#### Section 5.1. Hazard Insurance.

(a) The Association shall obtain, maintain and pay the premiums, as a Common Expense, upon a "master" or "blanket" type policy or policies of property insurance covering the entire Project, except (i) land, foundation, excavation, or other items normally excluded from coverage; (ii) all improvements and betterments made to Units by Owners at their expense; and (iii) personal property of Owners and lessees of Owners, their families, invitees and guests. Such coverage shall also insure supplies, equipment and other personal property of the Association. All policies of property insurance shall be single entity condominium insurance coverage. The master insurance policy shall afford, at a minimum, protection against loss or damage by fire and other perils normally covered by standard extended coverage endorsements; and all other perils which are customarily covered with respect to condominium projects similar in construction, location and use, including all perils normally covered by a standard "all risk" endorsement, where such is available. The policy shall be in an amount equal to 100 per cent of the current replacement cost of the Project, exclusive of land, foundations, excavation, and other items normally excluded from coverage; and "agreed value" and "inflation guard" endorsements shall also be obtained, if available. A "deductible amount" not to exceed amounts permitted in applicable provisions of the Federal National Mortgage Association Conventional Home Mortgage Selling Contract Supplement may be included at the discretion of the Board of Directors if a material savings in premium cost results therefrom, but the deductible amount shall be considered a Common Expense and borne by the Association regardless of the number of Owners directly affected by the loss.

(b) The Board of Directors shall cause to be conducted an annual insurance review for the purpose of determining the full insurable value of the entire Project, including all buildings, Units, Limited Common Areas and the Common Areas without respect to the depreciation of improvements on the Land (with the exception of improvements and betterments by the respective Owners at their expense) by one or more qualified persons. The information obtained from this review shall be utilized in connection with satisfaction of the insurance required hereof.

(c) The name of the insured under the master policy shall be substantially as follows: Creekside at Huntington Owners Association, Inc. for the use and benefit of the individual Owners of Units in Creekside at Huntington Horizontal Property Regime." Loss payable provisions shall be in favor of the Association and the Trustee, as a trustee for each Owner, and each such Owner's



mortgagee as the interests of such parties may appear. Each Owner and his respective mortgagee, if any, shall be beneficiaries of the policy in a percentage equal to the Percentage Interest attributable to the Unit owned by such Owner. All policies shall contain a standard mortgagee clause, or equivalent endorsement (without contribution), which is commonly accepted by private institutional mortgage investors in Richland County, South Carolina, and which appropriately names all mortgagees or their servicers in such form as requested by such mortgagees or their servicers.

(d) All policies shall be written with a company licensed to do business in the State of South Carolina, holding a general policyholder rating of "A" or better by Best's Insurance Reports and in a financial category of Class VI or better in Best's Key Rating Guide. Policies are unacceptable where (i) under the terms of the insurance carrier's charter, bylaws or policy, contributions or assessments may be made against the Association, Owners, mortgagees or the designees of mortgagees; (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's Board of Directors, policy holders or members; or (iii) the policy includes any limiting clause (other than insurance conditions) which could prevent mortgagees or Owners from collecting insurance proceeds. Policies may not be cancellable or substantially modified without at least ten (10) days prior written notice to the Association and each mortgagee which is listed as a scheduled holder of a first mortgage in the insurance policy. Policies also shall contain a "special condominium endorsement" or its equivalent which provides for the following: recognition of any insurance trust agreement; a waiver of the rights of subrogation against Owners individually; the insurance is not prejudiced by any act or omission or negligence of individual Owners which is not in the control of such Owners collectively; and the policy is primary in the event the Owner has other insurance covering the same loss.

(e) The Association shall provide copies of all policies to Owners and/or mortgagees requesting the same for a charge not to exceed reasonable copying costs. In addition, the Association shall cause to be provided evidence of insurance forms which provide the following: a minimum of ten (10) days notice to each Mortgagee which is listed as a scheduled holder of a first mortgage in the insurance policy prior to cancellation, non-renewal or any change adverse to the interests of the mortgagee; the amount of types of coverage afforded; indicate by descriptive name any special endorsements made a part of the master policy; and be executed by an authorized company representative.

(f) Each Owner may obtain additional insurance at his own expense; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all the Owners and their mortgagees, may realize under any in-

insurance policy which the Association may have in force on the Project at any particular time. Any Owner who obtains an individual insurance policy covering any portion of the Project, other than the personal property belonging to such Owner, shall file a copy of such policy with the Association within thirty (30) days after purchasing such insurance. Each Owner at his own expense may obtain on his Unit or the contents thereof, title insurance, homeowner's liability insurance, theft and other insurance covering improvements, betterments and personal property damaged and lost. Each Owner shall be required to notify the Association of all improvements made by such Owner to his Unit, the value of which exceeds \$1,000.00.

Section 5.2. Flood Insurance. If any part of the Project is in a special flood hazard area, the Association shall obtain, maintain and pay the premiums, as a Common Expense, upon a "master" or "blanket" type policy of flood insurance made available under the National Flood Insurance Program covering the Project for so much thereof as may be covered under the available policies of insurance. Coverage of such policy shall not be less than the lesser of (i) the maximum coverage available under the National Flood Insurance Program for all buildings and other insurable property; or (ii) 100 per cent of the current "replacement cost" of all such buildings and other insurable property. Such policy shall be in a form which meets the criteria set forth in the most current guidelines on the subject issued by the Federal Insurance Administrator.

Section 5.3. Liability Insurance. The Association shall obtain, maintain and pay the premiums, as a Common Expense, upon a policy of comprehensive general liability insurance coverage covering at a minimum all of the Common Area and Limited Common Area. Coverage limits shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location and use to the Project; provided, however, that such coverage shall be for at least \$1,000,000.00 for bodily injury, including death of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability to the insured for property damage, bodily injury and death of persons in connection with the operation, maintenance and use of the Common Area, and legal liability arising out of Workmen's Compensation laws. All mortgagees, upon written request, may be listed as scheduled holders of first mortgages in the insurance policy. Such policy must provide that it is not cancellable or substantially modifiable, by any party, without at least ten (10) days prior written notice to the Association and each party listed as a scheduled holder of a mortgage in the insurance policy.

Section 5.4. Fidelity Bonds. The Association shall obtain, maintain and pay the premiums, as a Common Expense, upon a blanket fidelity bond for all officers, directors, trustees and employees

of the Association and all other persons handling or responsible for funds belonging to or administered by the Association; provided, however, that the professional management company assisting with the administration of the Regime shall be responsible to provide its own blanket fidelity bond which meets the requirements of this Section 5.4. The total amount of the fidelity bond coverage required shall be based upon the best business judgment of the Board of Directors and shall not be less than the estimated maximum funds, including reserve funds, in the custody of the Association or the professional management company, as the case may be, at any given time during the term of each bond, provided, however, that in no event shall the aggregate amount of such bonds be less than the sum equal to 3/12ths of the Annual Assessment plus reserve funds. Fidelity bonds shall meet the following requirements: the Association shall be named as an obligee; the bonds shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expression; and the bond shall provide that it may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to the Association and all mortgagees who have requested notice of any cancellation or substantial modification of the bond, and each servicer that services a Federal National Mortgage Association owned mortgage in the Project.

Section 5.5. Authority to Adjust Loss. The exclusive authority to negotiate, settle and otherwise deal in all respects with insurers and adjust all losses under policies provided for herein shall be vested in the Board of Directors or its duly authorized agent for the benefit of all Owners and mortgagees; provided, however, that all Owners and mortgagees having an interest in such loss shall be advised in advance of all actions anticipated to be taken of a material nature related to the adjustment of the loss. Each Owner, in accepting a deed to a Unit, expressly appoints the directors; and each of them, his due and lawful attorneys-in-fact, with full power of substitution, to act on behalf of the Owner as fully as the Owner could act in person on all matters related to the authority granted in this Section 5.5., including executing all documents required in connection therewith on behalf of the Owner.

Section 5.6. Trustee.

(a) The Board of Directors shall from time to time designate a Trustee who shall serve the Association and the Owners and their mortgagees (as their interests may appear) as provided herein. The Trustee shall be entitled to receive reasonable compensation for services rendered which shall be a Common Expense of the Association.

(b) All insurance policies obtained by the Association shall be deposited with the Trustee. The insurance policies shall name the Association and the Trustee as loss payees. Immediately upon the

Receipt by the Association of any insurance proceeds, the Association shall endorse the instrument by means of which such proceeds are paid and deliver the instrument to the Trustee. The Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. Nor shall the Trustee have any obligation to inspect the Project to determine whether a loss has been sustained or to file any claim or claims against any insurer or any other person.

(c) Among other things, the duties of the Trustee shall be to receive proceeds delivered to it, hold such proceeds in trust for the benefit of the Owners and their mortgagees, and disburse the proceeds as hereinafter provided.

(d) Proceeds of insurance policies received by the Trustee shall be disbursed as follows:

(i) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purposes, shall be disbursed in payment for such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs shall be paid to the Association for the benefit of all Owners and their mortgagees, if any.

(ii) If it is determined, as provided in Section 5.7, that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed to such persons as therein provided.

(iii) Any and all disbursements of funds by the Trustee for any purpose whatsoever shall be made pursuant to and in accordance with a certificate of the Association signed by the President and attested by the Secretary directing the Trustee to make the disbursements.

(iv) If the damage or destruction is to the Common Area and/or to the Limited Common Area, and is to be repaired or reconstructed, said certificate shall also be signed by or on behalf of the mortgagee known by the Trustee from the records of the Association to have the largest interest in or lien upon such Common Area and/or Limited Common Area; and if the damage or destruction is to one or more Units and is to be repaired or reconstructed, said certificate shall also be signed by the mortgagee or mortgagees having an interest in or lien upon such Unit or Units; provided,

however, that all mortgagees requested to sign certificates shall be obligated to execute the same so long as repair or reconstruction or rebuilding is progressing in a reasonable manner. The Trustee shall not incur liability to any Owner, mortgagee or other person for any disbursements made by it pursuant to and in accordance with any such certificates or written authorizations.

Section 5.7. Damage and Destruction.

(a) Immediately after all or any part of the Project covered by insurance is damaged or destroyed by fire or other casualty, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section 5.7., means repairing or restoring the damaged property to substantially the same condition in which it existed immediately prior to the fire or other casualty, with each Unit, the Common Area and the Limited Common Area having the same vertical and horizontal boundaries as before.

(b) Any such damage or destruction to the Project shall be repaired unless all the Owners unanimously agree in writing not to repair, reconstruct or rebuild in accordance with the provisions of the Act; provided, however, that any such damage which requires the reconstruction of the whole or more than two-thirds (2/3) of the Project as defined herein, shall not be compulsory unless all the Owners unanimously agreed in writing to repair, reconstruct or rebuild. If not reconstructed, the indemnity shall be delivered in accordance with the provisions of Paragraph (c) of this Section 5.7. Except as otherwise provided, any such damage or destruction which renders any Unit untenable or uninhabitable, or any such damage or destruction to the Common Area or Limited Common Area, shall be repaired and reconstructed as promptly as practicable. No mortgagee shall have any right to participate in the determination as to whether the damage or destruction shall be repaired, reconstructed or rebuilt.

(c) In the event that it is determined by the Association in the manner prescribed above that the damage or destruction shall not be repaired, reconstructed or rebuilt, then and in that event:

(i) The Project shall be deemed to be owned by the Owners as tenants in common.

(ii) The undivided interest in the Project of each Owner shall be a percentage equal to the Percentage Interest appurtenant to the Unit theretofore owned by the Owner.

(iii) All liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owners of the respective Units.

(iv) The Project shall be subject to an action for partition at the instance of any Owner, in which event the net proceeds of the sale shall be deposited with the Trustee.

(v) The Association shall proceed to satisfy all of its liabilities and convert all of its assets to cash which shall be deposited with the Trustee.

(vi) The proceeds from the sale of the Project, the liquidation of the assets of the Association and the insurance proceeds related to the damage or destruction to the Project shall be considered one fund which, after paying the reasonable expenses of the Trustee, shall be distributed to all the Owners and their respective mortgagees as their interests may appear in percentages equal to the respective undivided interest in the Project of said Owners. Distributions to such Owners and their mortgagees shall be made pursuant to certificates provided for in Section 5.6.

#### Section 5.8. Insufficient Proceeds to Repair.

(a) If the damage or destruction for which the insurance proceeds are paid to the Trustee is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall levy a Special Assessment against the Owners of damaged or affected Units in sufficient amounts to provide funds to pay such excess costs of repair or reconstruction. Additional Special Assessments may be made at any time during or following the completion of any repair or reconstruction. That portion of such Assessments levied against each Owner shall be equal to that percentage computed by dividing the Percentage Interest appurtenant to such Owner's Unit by the aggregate Percentage Interests appurtenant to all Units damaged or affected.

(b) Any and all sums paid to the Association under and by virtue of those Special Assessments provided for in Paragraph (a) of this Section shall be deposited by the Association with the Trustee. Such proceeds from insurance and Assessments, if any, received by the Trustee shall be disbursed as provided in Section 5.6.

### ARTICLE VI

#### Condemnation

Section 6.1. General. Whenever all or any part of the Project shall be taken by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof; provided, however, that the exclusive right to negotiate, settle and otherwise deal in all respects with the condemning authority as to the taking of the Common Area and Limited Common Area shall be vested in the Board of Directors or its duly authorized agent on behalf of the Association. Each Owner, in accepting a deed to a Unit, expressly appoints the directors, and each of them, his due and lawful attorneys-in-fact, with full power of substitution, to act on behalf of the Owner as fully as the Owner could act in person in all matters related to the authority granted in this Section 6.1., including executing all documents required in connection therewith on behalf of the Owner. The award made for such taking shall be payable to the Trustee. Unless otherwise required by law at the time of such taking, any award made therefor shall be disbursed by the Trustee, as hereinafter provided in this Article VI.

Section 6.2. Non-Essential Areas. If the taking does not include any portion of any Unit or any portion of the Common Area or Limited Common Area essential to the continued occupancy of any Unit, then the Board of Directors shall be permitted to replace any non-essential improvements to the extent deemed appropriate and the Trustee shall disburse the proceeds of such awards in the same manner as hereinabove provided for and in connection with the repair, reconstruction or rebuilding of improvements after damage or destruction, with all excess proceeds to be distributed to the Association.

Section 6.3. Essential Areas. If the taking includes any portion of a Unit, or the Common Area or Limited Common Area essential to the use of any Unit, then the award shall be disbursed, and all related matters, including, without limitation, alteration of the Percentage Interests appurtenant to each Unit, shall be handled by the Board of Directors in a just and equitable manner to all Owners; provided, however, that all action of the Board of Directors shall be pursuant to and in accordance with a plan approved by Owners representing at least sixty-seven (67%) per cent of the Total Percentage Interests in a duly recorded amendment to this Master Deed. In the event that such an amendment shall not be recorded within 90 days after the taking, then such taking shall be deemed to be and shall be treated as damage or destruction which shall not be repaired or reconstructed as provided for in Section 5.7., whereupon the Regime shall be deemed terminated in the manner therein prescribed.

## ARTICLE VII

### Architectural Control

Section 7.1. Approval Required for Changes. To preserve the

original architectural appearance of the Project, after the purchase of a Unit from the Developer, its successors or assigns, no exterior construction of any nature whatsoever, except as specified in the Regime Documents, shall be commenced or maintained upon any building, including without limitation, the Limited Common Area, nor shall there be any change, modification or alteration of any nature whatsoever of the design and appearance of any of the exterior surfaces, or facades, nor shall any Owner paint any gate, fence\* or roof, nor shall any Owner change the design, or color of the exterior lights, nor shall any Owner install, erect or attach to any part of the exterior any addition or change until after the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of exterior design, color and location in relation to the surrounding structures by the Board of Directors.

## ARTICLE VIII

### Exterior Maintenance

Section 8.1. Responsibility of Association. Except as specifically provided to the contrary herein, the Association shall maintain the Common Area and Limited Common Area in first class condition; and shall repair or replace, at its expense, all parts of the Common Area and Limited Common Area as necessary. The cost of such shall be charged to the Owners as a Common Expense subject to the provisions of Section 8.3.

Section 8.2. Access to Units. The Association shall have the irrevocable right, to be exercised by the Board of Directors or its agent, to have access to each Unit from time to time during reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Area therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Area, Limited Common Area or to other Units.

Section 8.3. Responsibility of Owner. In the event that the Board of Directors should determine that the need for maintenance or repairs by the Association as provided for in this Article VIII is caused through the willful or negligent act of an Owner or the lessee of an Owner, their families, invitees or guests, the cost of which is not covered or paid for by insurance, then the cost, both direct and indirect, of such maintenance or repairs shall be added to and become a part of the Assessment to which such Owner and his Unit are subject. Each Owner shall maintain, repair or replace at his own expense all portions of his Unit which may become in need thereof, including the heating and air-conditioning system for such Unit, all bathroom and kitchen fixtures and appliances, light fixtures, interior non-loadbearing walls, carpeting, drapes, windows, screens and other items within the Unit. Further, each Owner



shall, at his own expense, maintain, repair, and replace, when necessary, that portion of the heating and air conditioning system servicing his Unit which is located outside his Unit; and each Owner shall, at his own expense, keep the Limited Common Area to which his Unit has exclusive access and to which he has exclusive use clean and neat. If the Owner does not make those repairs to be made by him within thirty (30) days from the date of receipt of written demand from the Association, the same may be repaired by the Association and the cost thereof shall be assessed against the Owner and Unit owned by such Owner.

## ARTICLE IX

### Unit Restriction

Section 9.1. Residential Purposes. ALL UNITS SHALL BE, AND THE SAME HEREBY ARE, RESTRICTED EXCLUSIVELY TO RESIDENTIAL USE. NO IMMORAL, IMPROPER, OFFENSIVE OR UNLAWFUL USE SHALL BE MADE OF ANY UNIT AND NO USE OR CONDITION SHALL BE PERMITTED WHICH IS A SOURCE OF UNREASONABLE NOISE OR INTERFERENCE WITH THE PEACEFUL POSSESSION AND QUIET ENJOYMENT OF ANY OTHER PORTION OF THE PROJECT BY OTHER OWNERS OR LESSEES OF OWNERS, THEIR FAMILIES, INVITEES AND GUESTS. ALL UNITS SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION AND NO RUBBISH, REFUSE OR GARBAGE SHALL BE ALLOWED TO ACCUMULATE. NO FIRE HAZARD SHALL BE ALLOWED TO EXIST AND NO USE OR CONDITION SHALL BE PERMITTED WHICH WILL INCREASE ANY RATE OF INSURANCE RELATED TO THE PROJECT. IN ADDITION, ALL OWNERS AND LESSEES OF OWNERS, THEIR FAMILIES, INVITEES AND GUESTS SHALL ABIDE BY ALL RULES AND REGULATIONS IN EFFECT FROM TIME TO TIME GOVERNING THE USE OF UNITS.

Section 9.2. Conversion and Sale Period. Anything contained herein to the contrary notwithstanding, it shall be permissible for the Developer to maintain, during the period of conversion and sale of Units, upon such portion of the Project as the Developer may deem necessary, such facilities as in the sole opinion of the Developer may be reasonably required, convenient or incidental to the conversion and sale of Units, including, but without limitation, a business office, storage area, signs, model units and sales office.

Section 9.3. Animals and Pets. No animals, livestock, poultry, reptiles, or other living things of any kind shall be raised, bred or kept on any part of the Project, except that dogs, cats or other normal household pets may be kept by the respective Owners inside their respective Units according to rules imposed by the Board of Directors, such rules to be drawn by the Board of Directors as elected and which shall be related to the unreasonable disturbance of the peaceful possession and quiet enjoyment of any other portion of the Project by other Owners and lessees of Owners, their families, invitees and guests.

Section 9.4. Exterior Antennas. No exterior television

or radio antennas shall be placed on any portion of the Project without prior written approval of the Board of Directors.

Section 9.5. Leasing of Units. ANY OWNER SHALL HAVE THE RIGHT TO LEASE OR RENT HIS UNIT; PROVIDED, HOWEVER, THAT THE BOARD OF DIRECTORS SHALL HAVE THE RIGHT TO APPROVE ALL LEASES AND RENTAL CONTRACTS IF IT ELECTS TO DO SO. THE BOARD OF DIRECTORS SHALL HAVE THE FURTHER RIGHT, FOR CAUSE, TO CANCEL ANY LEASE OR RENTAL CONTRACT AND HOLD THE OWNER/OWNERS RESPONSIBLE. ALL LEASES OR RENTAL AGREEMENTS SHALL BE IN WRITING AND SHALL BE SPECIFICALLY SUBJECT TO THE REGIME DOCUMENTS. NO UNIT MAY BE LEASED OR RENTED FOR A PERIOD OF LESS THAN THIRTY (30) DAYS.

Section 9.6. Occupancy of Units. The following Units shall have the following numbers specified as the number of inhabitants the particular unit can house. A one-bedroom unit will be restricted to two adults and one minor. A two-bedroom unit shall be restricted to three adults and one minor; or two adults and two minors; or one adult and three minors. In no event shall a one-bedroom unit house on a permanent basis more than three people and a two-bedroom unit house more than four people.

## ARTICLE X

### Easements

Section 10.1. Encroachments. If any portion of the Common Area and/or Limited Common Area encroaches upon any Unit or any Unit encroaches upon any other Unit or upon any portion of the Common Area and/or Limited Common Area as a result of settling or shifting of a building, an easement shall exist for the encroachment and for the maintenance of the same so long as the building stands. If any building, any Unit, any adjoining part of the Common Area and/or Limited Common Area shall be partially or totally destroyed as a result of fire or other casualty or as a result of eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Area and/or Limited Common Area upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Area and/or Limited Common Area due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the subject building shall stand.

Section 10.2. Utilities, etc. There is hereby granted a blanket easement upon, across, over and under all the Project for ingress, egress, installation, replacing, repairing, and maintaining a master television antenna system and all utilities, including, but not limited to, water, gas, sewers, cable television, telephones and electricity. Such easements grant to appropriate utility companies the right to erect and maintain the necessary poles and other necessary equipment on the Project and to affix and maintain utility wires, circuits and conduits on, above,

across and under the roofs and exterior walls of the Units. In addition, the Board of Directors shall be entitled to grant additional permits, licenses and easements over the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Project.

Section 10.3. Other. There is hereby granted to the Association, its directors, officers, agents and employees and to any manager employed by the Association and to all policemen, firemen, ambulance personnel, and all similar emergency personnel, an easement to enter and right of entry upon the Project or any part thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights under this Section 10.3 shall be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to the Owner or Owners affected thereby.

## ARTICLE XI

### Assigned Value and Unit Vote

Section 11.1. Unit and Property Values. The Schedule of Percentage Interests contained in Exhibit F attached hereto shows the assigned value of each Unit as of the date of this Master Deed and the Percentage Interest appurtenant to such Unit for all purposes. The value of the Project is equal to the total value of all Units, which includes the value of the appurtenant Percentage Interests in the Common Area and Limited Common Area.

Section 11.2. Unit Votes. Owners shall be entitled to a vote in the Association and for all other purposes herein equivalent to the Percentage Interest appurtenant to their respective Units.

## ARTICLE XII

### Rights Related to Mortgagees

Section 12.1. Notice of Action. Upon written request to the Association from any first mortgage holder ("Eligible Mortgage Holder") or any insurer or government guarantor of a first mortgage ("Eligible Insurer/Guarantor"), identifying the name and address of the holder, insurer or guarantor and the Unit Estate number or address, such Eligible Mortgage Holder or Eligible Insurer/Guarantor shall be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects any material portion of the Project or any Unit Estate on which there is a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer/Guarantor, as applicable;

(b) any delinquency in the payment of Assessments or other charges owed by any Owner of a Unit Estate subject to a first mortgage held, insured or guaranteed by such Eligible Holder or Eligible Insurer/Guarantor which remains uncured for a period of sixty (60) days;

(c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in Section 12.2 hereafter.

Section 12.2. Special Voting Rights of Eligible Mortgage Holders. To the extent permitted by the Act, any action with respect to the Regime, including, but not limited to, amendment of the Regime Documents, restoration or repair of the Project after partial or total condemnation or casualty loss, or termination of the legal status of the Regime under the Act, requiring the vote of the Owners shall also require the consent of the Eligible Mortgage Holders holding mortgages on Unit Estates which represent at least fifty-one (51%) per cent of the aggregate Percentage Interests of Unit Estates subject to liens of mortgages of Eligible Mortgage Holders, such consent shall not be unreasonably withheld; provided, however, that in the case of termination of the legal status of the Regime not made as a result of destruction, damage, or condemnation, the applicable percentage shall be sixty-seven (67%) per cent instead of fifty-one (51%) per cent; and provided, further, the Regime will not abrogate, modify, rescind or amend, in whole or in part, the Declaration and Reservation of Easements made and declared by the Huntington General Partnership, dated January 25, 1974, and recorded in the RMC Office for Richland County in Deed Book D-304 at page 899, including, but not limited to the rights created pursuant to Paragraph 9 of said Declaration and Reservation of Easements, without the prior written consent of First Federal Savings and Loan Association of Camden so long as First Federal Savings and Loan Association of Camden is the owner of any mortgage lien affecting any of the 69 units within Creekside at Huntington Horizontal Property Regime.

Section 12.3. Failure to Provide Negative Response. For purposes of Section 12.2 hereinabove, an Eligible Mortgage Holder who receives a written request to approve action of the Owners in accordance with Section 12.2 shall be deemed to have consented to such action unless the Eligible Mortgage Holder provides a negative written response to the Association within 30 days of the date of receipt by the Eligible Mortgage Holder of the written request.

### ARTICLE XIII

#### Termination of Regime

Section 13.1. Reservation of Right to Terminate. The Developer has reserved the right in Developer's sole discretion to terminate the Regime by filing an amendment to this Master Deed,

which shall be executed solely by the Developer and shall include the following particulars:

- (a) A statement that either (i) Developer has not met any presale requirements or (ii) Developer has established that Developer no longer wishes to convert the property;
- (b) A termination of this Master Deed releasing the property from the provisions of Sections 27-31-10 through 27-31-440 of the South Carolina Code of Laws (1976).

Section 13.2. No Consent of Tenants or Prospective Purchasers Required. The Developer, its successors and assigns, shall have the absolute right to terminate the Regime in accordance with this Article XIII and to file the Amendment(s) prescribed in Section 13.1 hereof without any action or consent on the part of any tenant or prospective purchaser.

#### ARTICLE XIV

##### General Provisions

Section 14.1. Adherence to Provisions of Master Deed, Bylaws and Rules and Regulations. Every Owner who rents his Unit must post inside his Unit a list of the Rules and Regulations of the Association. Any rental agency handling his rentals must further agree to abide by the Rules and Regulations and shall be responsible for informing and correcting any breaches of the policies by persons renting through its agency. Should a particular agency or person continue not to take corrective action against the renters he has contracted with, or refuse to cooperate with the Association in the enforcement of its Rules and Regulations along with provisions of the Regime Documents, the Association may require the Owner to cease using the services of that particular rental agency. Refusal to do so may result in fines against the Owner in an amount to be determined by the Board of Directors.

Section 14.2. Amendment. Amendments to this Master Deed, except as herein expressly provided to the contrary, shall be proposed by the Board of Directors or by any member of the Association in accordance with the following procedure:

(a) Notice. Notice of the subject matter of the proposed amendment or amendments shall be included in the notice of the meeting of the Association at which such proposed amendment or amendments are to be considered;

(b) Adoption. The Master Deed may be amended at any time and from time to time at a meeting of the Association called in accordance with the Bylaws and this Master Deed upon the vote of Owners representing at least sixty-seven (67%) per cent of the Total Percentage Interests; provided, however, that if the Association shall vote to amend the Bylaws in any respect, such amendment shall be set forth in an amendment to this Master Deed

and shall be valid only when approved by a vote of Owners representing at least sixty-seven (67%) per cent of the Total Percentage Interests;

(c) Recording. A copy of each amendment provided for in this Section 14.2 shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective when recorded.

Section 14.3. Termination. The Regime may be terminated and the Project removed from the provisions of the Act in the following manner:

(a) Agreement. All of the Owners may remove the Project from the provisions of the Act by an instrument to that effect, duly recorded;

(b) Destruction. In the event it is determined in the manner provided in Section 5.7 that the Project shall not be repaired or reconstructed after casualty, the Regime will be terminated and the Regime Documents revoked. The determination not to repair or reconstruct after casualty shall be evidenced by a certificate of the Association certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded;

(c) Condemnation. In the event that any part of a Unit, or the Limited Common Area or Common Area essential to the use of any Unit shall be taken by an authority having the power of eminent domain and the consent of Owners representing at least sixty-seven (67%) per cent of the Total Percentage Interest as provided in Section 6.3 to a plan for continuation of the Regime shall not be expressed in an amendment to this Master Deed duly recorded within ninety (90) days after such taking, the Regime shall be terminated and the Regime Documents revoked. Such taking shall be evidenced by a certificate of the Association certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded.

Section 14.4. Covenants Running With the Land. All provisions of this Master Deed shall be construed to be covenants running with the land, and with every part thereof and interest therein, including, but not limited to every Unit and the appurtenances thereto; and each and every provision of this Master Deed shall bind and inure to the benefit of all Owners and claimants of the Project or any part thereof or interest therein, and their heirs, executors, administrators, successors and assigns..

Section 14.5. Enforcement. Each Owner shall comply strictly with the Bylaws and with the Rules and Regulations of the Association, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

CREEKSIDE AT HUNTINGTON HORIZONTAL PROPERTY REGIME

ALL that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being in Columbia, Richland County, South Carolina, containing 4.55 acres, and being more fully shown on a plat prepared by James F. Polson, R.L.S., dated March 1, 1985, entitled As Built Survey for Creekside at Huntington Horizontal Property Regime, and recorded in the RMC Office for Richland County in Plat Book 50 at page 2401; said property being bounded on the east by Windsor Lake Park Subdivision, on the south by Huntington Horizontal Property Regime (Phase I), on the west by Parcel 1 as shown on the aforesaid plat and on the north by Hunt Club Road, and having such courses, metes, measurements, and boundaries as shown on the aforesaid plat, which is incorporated herein by reference.

Together with all of Developer's right, title and interest in and to that Declaration and Reservation of Easements made and declared by The Huntington General Partnership, dated January 25, 1974, and recorded in the RMC Office for Richland County in Deed Book D-304 at page 899. Said easement reserving unto The Huntington General Partnership a right-of-way for ingress and egress, both by vehicle or on foot, in, to, upon, over and under the facilities, driveways, and walkways on the property designated as Parcels #1 and #2 on a plat prepared for The Huntington Horizontal Property Regime, Inc., dated January 24, 1974, and recorded in the RMC Office for Richland County in Plat Book X at page 2609, and together with all other rights, privileges and reservations as contained in said Declaration, reference being craved to the recorded document for such rights and privileges as if they were set forth herein verbatim.

This conveyance is made subject to all covenants, easements, conditions, reservations and restrictions existing against the subject property, and is further conveyed in an "as is" condition, without warranty, express or implied.

This being a portion of the property heretofore conveyed to the Grantor herein by deed of Huntland Company, Inc., dated May 27, 1971, and recorded in the RMC Office for Richland County in Deed Book 207 at page 988 and also by instrument recorded in Richland County in Deed Book D369 at page 535, Deed Book D635 at page 297 and Deed Book D731 at page 737 and the Estate of J. Clifton Judy preserved in the Probate Court for Richland County in Box 1207, Package 37-483.

Together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

CREEKSIDE AT HUNTINGTON HORIZONTAL PROPERTY REGIME

ALL that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being in Columbia, Richland County, South Carolina, containing 4.55 acres, and being more fully shown on a plat prepared by James F. Polson, R.L.S., dated March 1, 1985, entitled As Built Survey for Creekside at Huntington Horizontal Property Regime, and recorded in the RMC Office for Richland County in Plat Book 50 at page 2401; said property being bounded on the east by Windsor Lake Park Subdivision, on the south by Huntington Horizontal Property Regime (Phase I), on the west by Parcel 1 as shown on the aforesaid plat and on the north by Hunt Club Road, and having such courses, metes, measurements, and boundaries as shown on the aforesaid plat, which is incorporated herein by reference.

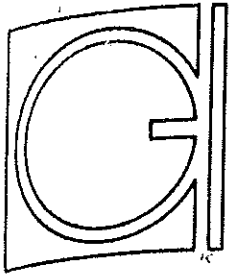
Together with all of Developer's right, title and interest in and to that Declaration and Reservation of Easements made and declared by The Huntington General Partnership, dated January 25, 1974, and recorded in the RMC Office for Richland County in Deed Book D-304 at page 899. Said easement reserving unto The Huntington General Partnership a right-of-way for ingress and egress, both by vehicle or on foot, in, to, upon, over and under the facilities, driveways, and walkways on the property designated as Parcels #1 and #2 on a plat prepared for The Huntington Horizontal Property Regime, Inc., dated January 24, 1974, and recorded in the RMC Office for Richland County in Plat Book X at page 2609, and together with all other rights, privileges and reservations as contained in said Declaration, reference being craved to the recorded document for such rights and privileges as if they were set forth herein verbatim.

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Together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.





columbia architectural group, inc.  
p.o. box 11978 columbia south carolina 29211

This is to certify that the "As-Built Survey of Creekside at Huntington Horizontal Property Regime", dated March 1, 1985, by James F. Polson, R. L. S. and the Floor Plans of Creekside at Huntington Horizontal Property Regime drawn by Columbia Architectural Group, Architects, fully and accurately depict, within reasonable construction tolerances the lay-out, location, number/letter identification of the building and units contained therein, the dimensions and area of each unit, the location of common elements affording access to each unit, and other improvements, which survey is recorded in the RMC Office for Richland County, South Carolina, in Plat Book 50 at Page 2401, and which Floor Plans are recorded in the RMC Office for Richland County, South Carolina, in Deed Book D731 at Pages 777 through 782.



EXHIBIT B

SITE PLAN

CREEKSIDE AT HUNTINGTON PROPERTY REGIME

See Plat Book 50 at page 2401.

EXHIBIT C

FLOOR PLANS

CREEKSIDE AT HUNTINGTON HORIZONTAL PROPERTY REGIME

See Deed Book D731 at Pages 777 through 782.

NOTE: The Plans filed as an attachment to the Master Deed contain detailed dimensions of all 69 Units, the Common Area and Limited Common Area.

There are three typical floor plans which are one bedroom flats, two bedroom flats, and two bedroom townhouses.

Type A Units are two (2) bedroom townhouses, Type C Units are two (2) bedroom flats, and Type D Units are one (1) bedroom flats.

Type A Units occur in Buildings A, B, C, D, E and F.

Type C Units occur in Building G.

Type D Units occur in Building H.

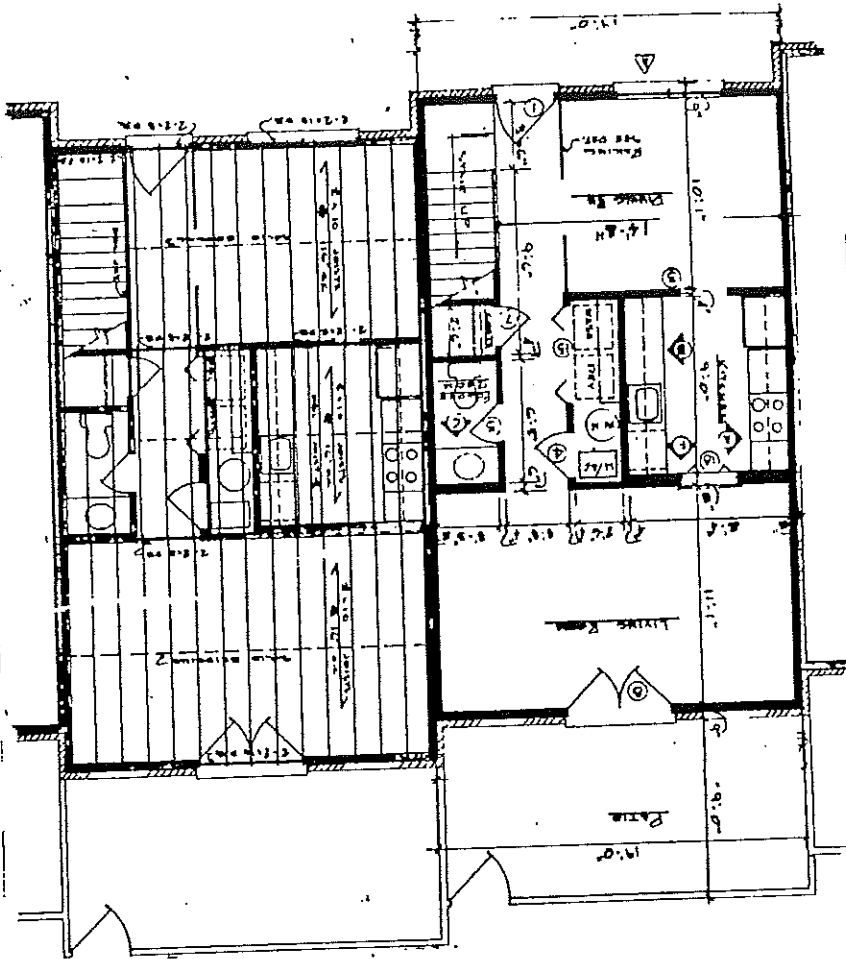
Mirror images of Type A Units occur in the following Units:  
Building A - Units 102, 103, 105; Building B - Units 102, 104, 106;  
Building C - Units 103, 104, 107, 110, 111; Building D - Units 102,  
104, 106, 107, 109; Building E - Units 102, 105, 106, 107, 109,  
111; and Building F - Units 102, 105, 106, 108, 109, 111.

Mirror images of Type C Units occur in the following Units:  
Building G - Units 101 and 201.

Mirror images of Type D Units occur in the following Units:  
Building H - Units 101, 201, 301, 104, 204 and 304.

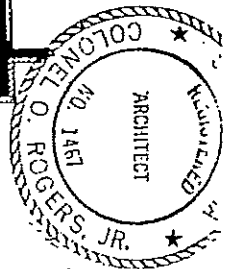
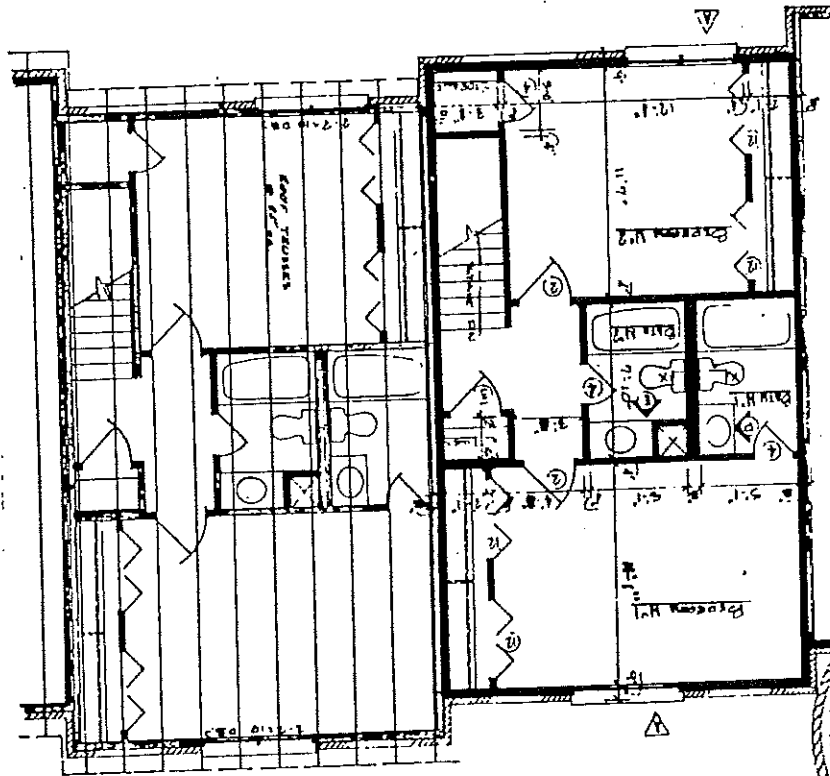
All Units are in buildings of brick veneer construction.

FIRST FLOOR & ROOF FRAMING PLAN



2 BEDROOM TOWNHOUSE  
UNIT 1A1

SECOND FLOOR & ROOF FRAMING PLAN

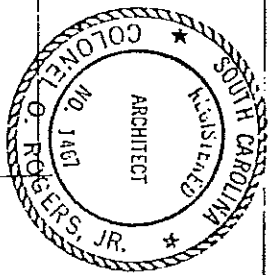
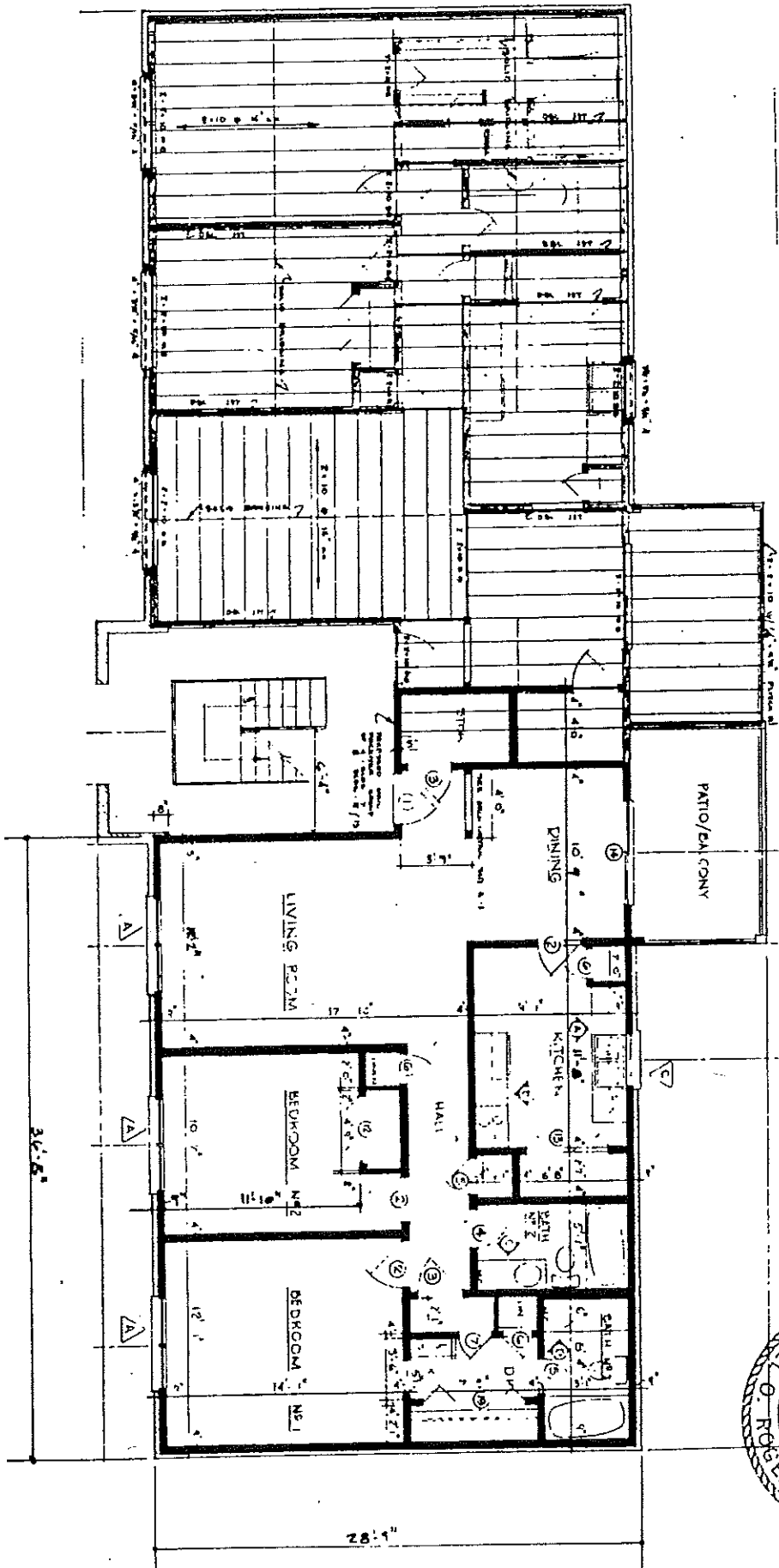


CREEKSIDE AT HUNTINGTON  
HORIZONTAL PROPERTY REGIME

COLUMBIA ARCHITECTURAL GROUP

P.O. Box 1978 Columbia South Carolina 29911

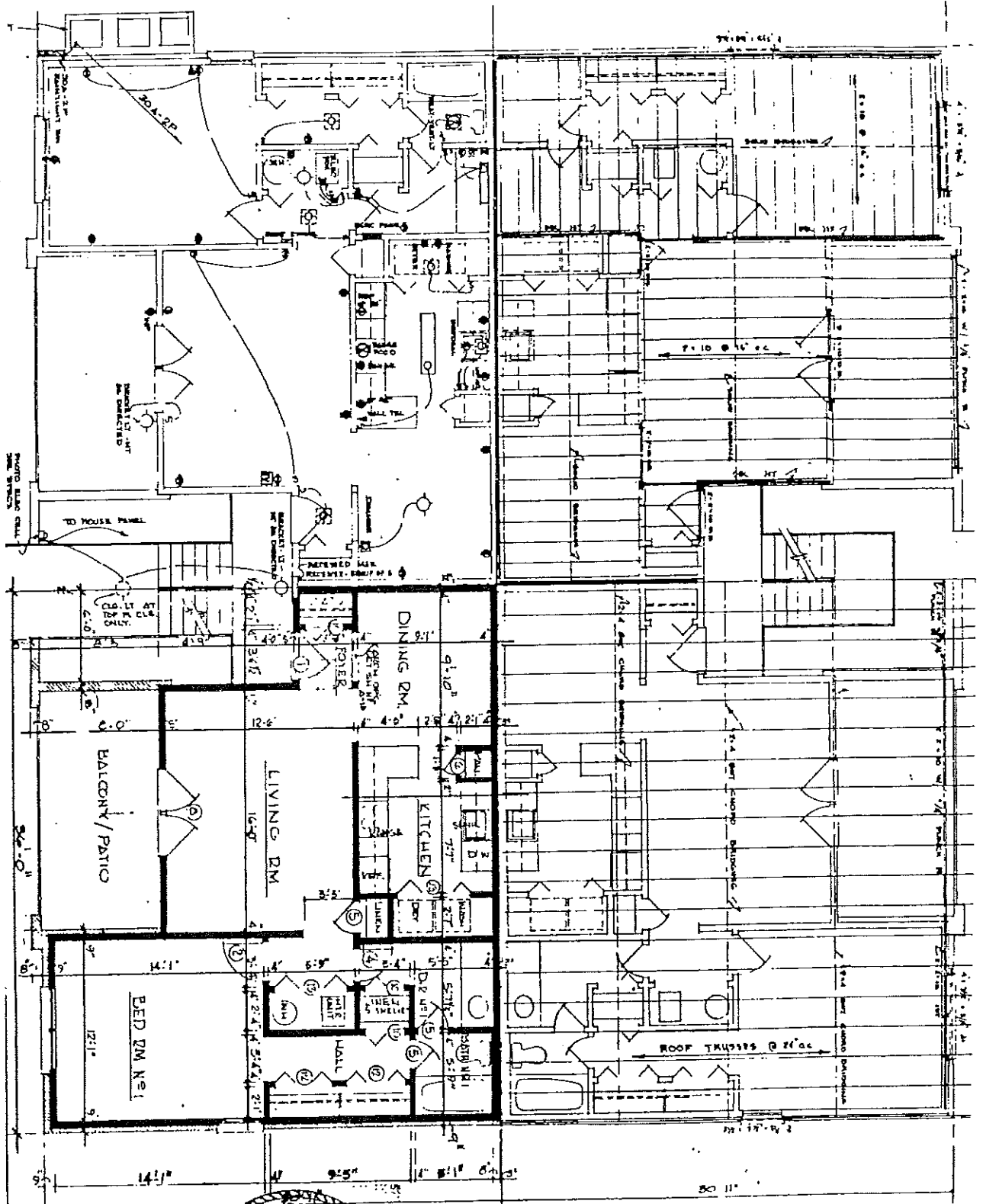
FLOOR PLAN  
TYPE 'C'



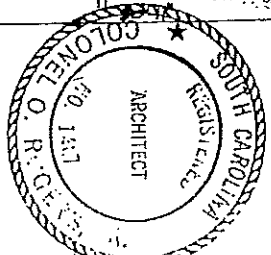
CREEK-SIDE AT HUNTINGTON  
HORIZONTAL PROPERTY REGIME



COLUMBIA ARCHITECTURAL GROUP  
P.O. Box 11878 Columbia South Carolina 29211



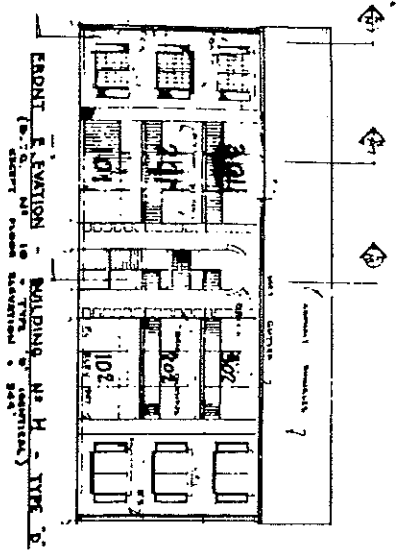
FLOOR PLAN  
TYPE 'D'



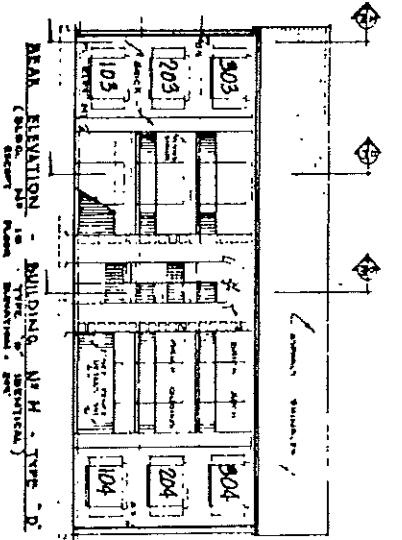
CREEKSIDE AT HUNTINGTON  
HORIZONTAL PROPERTY REGIME



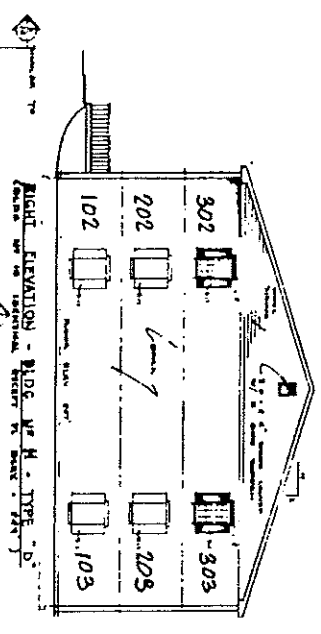
COLUMBIA ARCHITECTURAL GROUP  
P.O. Box 11878 Columbia South Carolina 29211



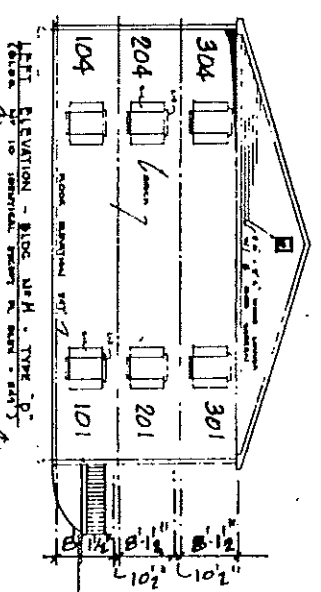
FRONT ELEVATION - BUILDING No. H - TYPE B  
(Bldg. No. 10 - TYPE B - IDENTICAL)  
SECRET No. Plans Revision: 244



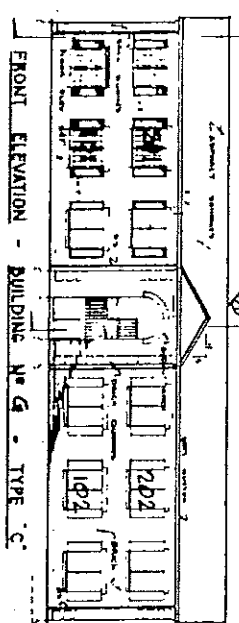
REAR ELEVATION - BUILDING No. H - TYPE B  
(Bldg. No. 10 - TYPE B - IDENTICAL)  
SECRET No. Plans Revision: 244



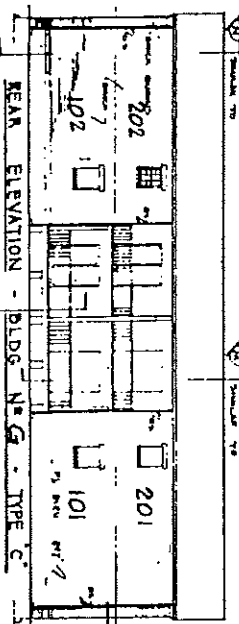
RIGHT ELEVATION - BLDG. No. H - TYPE B  
(Bldg. No. 10 - TYPE B - IDENTICAL)  
SECRET No. Plans Revision: 244



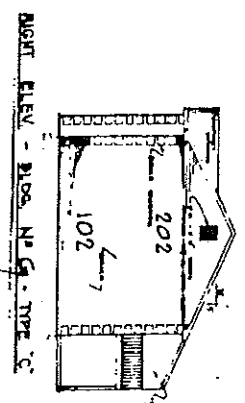
LEFT ELEVATION - BLDG. No. H - TYPE B  
(Bldg. No. 10 - TYPE B - IDENTICAL)  
SECRET No. Plans Revision: 244



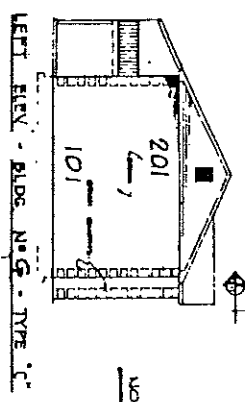
FRONT ELEVATION - BUILDING No. G - TYPE C



REAR ELEVATION - BLDG. No. G - TYPE C

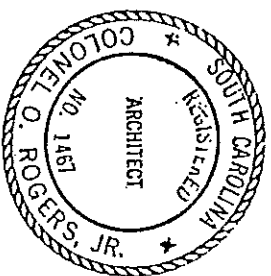


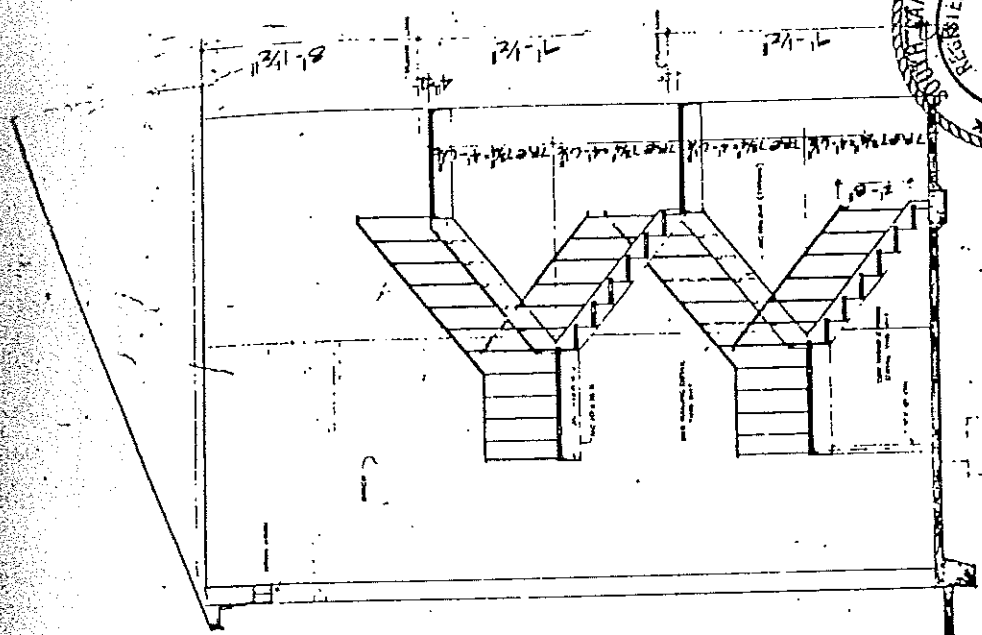
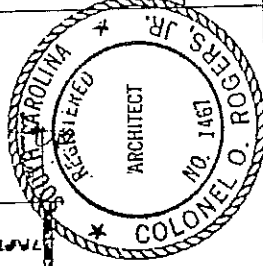
RIGHT ELEV. - BLDG. No. G - TYPE C



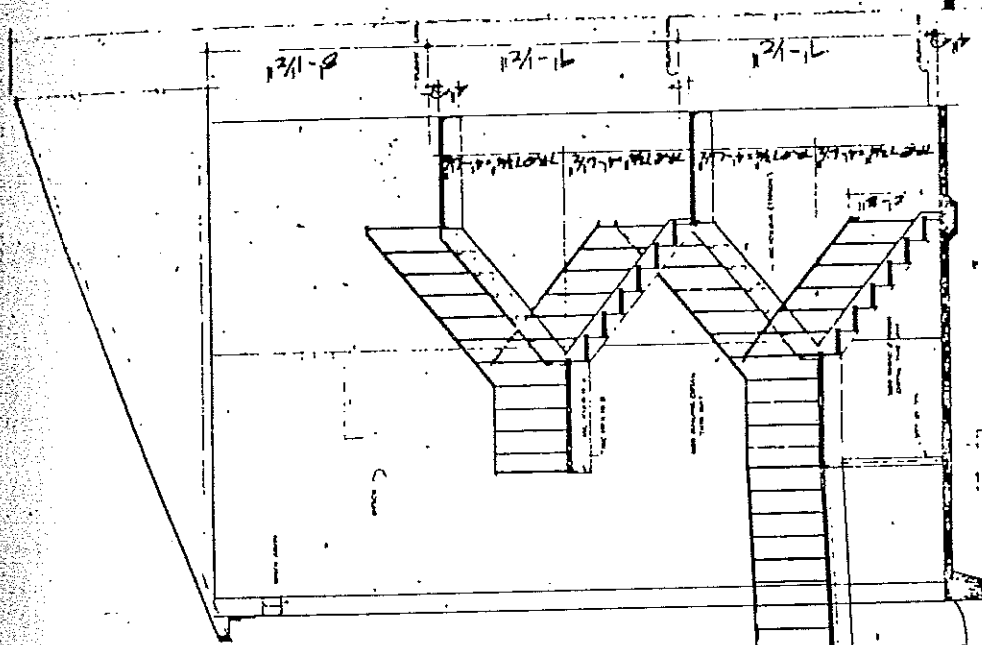
LEFT ELEV. - BLDG. No. G - TYPE C

NOTE OMIT ALL GUTTERS & DOWN SPOUTS

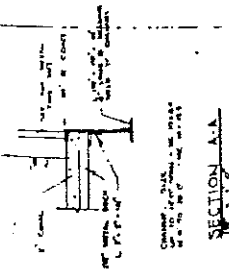




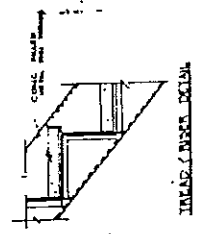
SECTION ④ REAR FRONT STAIRWAY



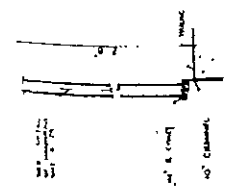
SECTION ④ REAR FRONT STAIRWAY



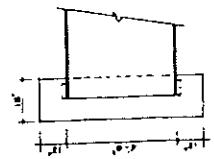
SECTION A-A



TRUSS / RIBBER DETAIL

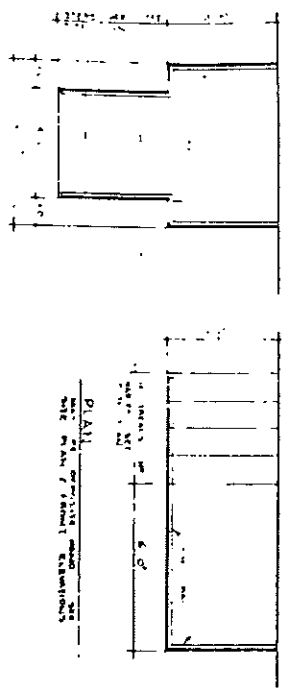


RAILING DETAIL

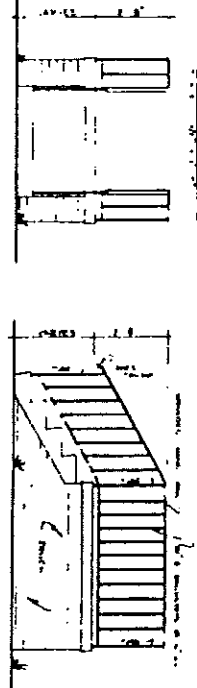


PLAN - BRIDGE LANDING



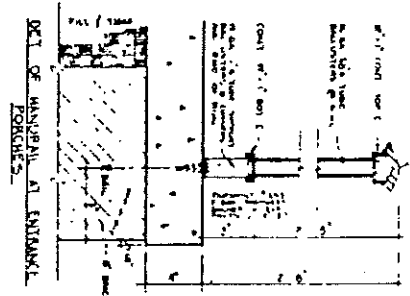


PLAN  
 1/4" = 1'-0"  
 1/8" = 1'-0"  
 1/16" = 1'-0"

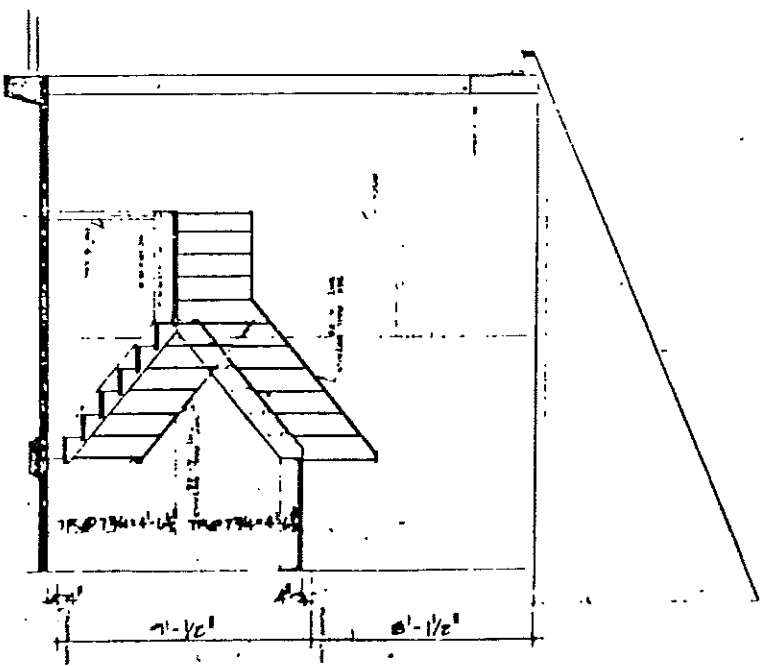


ELEV

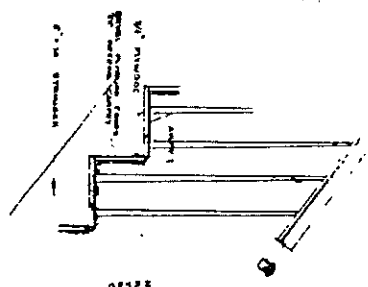
1119 A FULLARD POPPLES ( WROUGHT IRON RAILING )  
 ( AT ELEVATIONS FOR LOCATION / TYPE OF ENTRANCE PORTALS )



DETAIL OF WROUGHT IRON RAILING  
 CONCRETE FOUNDATION

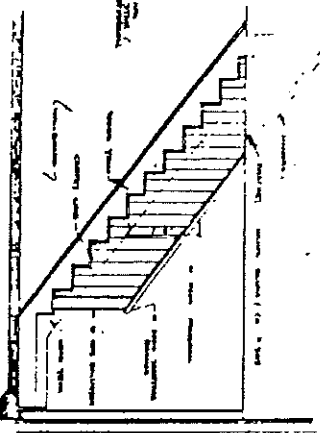


SECTION  
 1/4" = 1'-0"

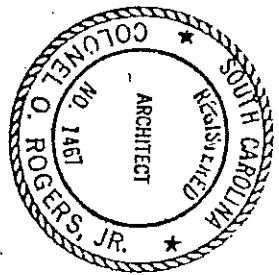


DETAIL

W/ WINDOW  
 SILL  
 SILL  
 SILL



ELEVATION OF UNITS A, B, C  
 1/4" = 1'-0"



CREEKSIDE AT HUNTINGTON  
 HORIZONTAL PROPERTY REGIME



COLUMBIA ARCHITECTURAL GROUP  
 P.O. Box 11978 Columbia, South Carolina 29211

EXHIBIT D

DESCRIPTION OF LIMITED COMMON AREA

CREEKSIDE AT HUNTINGTON HORIZONTAL PROPERTY REGIME

The Limited Common Area is that portion of the Common Area comprising the balcony, patio and porch area adjacent to designated Unit(s) as more fully shown on the Floor Plans attached hereto as Exhibit C and as more fully shown on the site plan attached hereto as Exhibit B.

## EXHIBIT E

### DESCRIPTION OF UNIT BOUNDARIES

#### CREEKSIDE AT HUNTINGTON HORIZONTAL PROPERTY REGIME

The Unit Boundaries of each Unit shall be the unfinished interior surfaces of all perimeter walls, ceilings and floors of the Unit, and any vents, doors, windows and such other structural elements that are originally regarded as enclosures of space; the result being that each Unit shall consist of all interior dividing walls and partitions (including the space occupied by such walls or partitions); the decorated interior surfaces of perimeter walls, floors and ceilings, consisting, as the case may be, of wallpaper, paint, carpeting, tiles and any and all other finishing materials affixed or installed as a part of the physical structure of the Unit; and all fixtures, appliances and mechanical systems and equipment installed in each Unit and the heating and air-conditioning system which is intended for the sole and exclusive use of said Unit. No pipes, wires, conduits or other public utility lines or insulations connecting a part of the over-all systems designated for the service of any other Unit, nor any of the structural members of portions of the buildings shall be deemed to be a part of any individual Unit.

## EXHIBIT F

## SCHEDULE OF ASSIGNED VALUES AND PERCENTAGE INTERESTS

## CREEKSIDE AT HUNTINGTON HORIZONTAL PROPERTY REGIME

<u>BUILDING</u>	<u>UNIT NO.</u>	<u>ASSIGNED VALUATION</u>	<u>ASSIGNED % INTEREST</u>
A	101	\$51,900	1.54598%
A	102	49,900	1.48640%
A	103	49,900	1.48640%
A	104	49,900	1.48640%
A	105	49,900	1.48640%
B	101	51,900	1.54598%
B	102	49,900	1.48640%
B	103	49,900	1.48640%
B	104	49,900	1.48640%
B	105	49,900	1.48640%
B	106	51,900	1.54598%
C	101	51,900	1.54598%
C	102	49,900	1.48640%
C	103	49,900	1.48640%
C	104	49,900	1.48640%
C	105	49,900	1.48640%
C	106	49,900	1.48640%
C	107	49,900	1.48640%
C	108	49,900	1.48640%
C	109	49,900	1.48640%
C	110	49,900	1.48640%
C	111	51,900	1.54598%
D	101	51,900	1.54598%
D	102	49,900	1.48640%
D	103	49,900	1.48640%
D	104	49,900	1.48640%
D	105	49,900	1.48640%
D	106	49,900	1.48640%
D	107	49,900	1.48640%
D	108	49,900	1.48640%
D	109	51,900	1.54598%
E	101	51,900	1.54598%
E	102	51,900	1.54598%
E	103	51,900	1.54598%
E	104	51,900	1.54598%
E	105	51,900	1.54598%
E	106	51,900	1.54598%
E	107	51,900	1.54598%
E	108	51,900	1.54598%
E	109	51,900	1.54598%
E	110	51,900	1.54598%
E	111	51,900	1.54598%
F	101	51,900	1.54598%
F	102	51,900	1.54598%
F	103	51,900	1.54598%

<u>BUILDING</u>	<u>UNIT NO.</u>	<u>ASSIGNED VALUATION</u>	<u>ASSIGNED % INTEREST</u>
F	104	\$51,900	1.54598%
F	105	51,900	1.54598%
F	106	49,900	1.48640%
F	107	49,900	1.48640%
F	108	49,900	1.48640%
F	109	49,900	1.48640%
F	110	49,900	1.48640%
F	111	49,900	1.48640%
G	101	46,900	1.39704%
G	102	46,900	1.39704%
G	201	46,900	1.39704%
G	202	46,900	1.39704%
H	101	39,900	1.18852%
H	102	39,900	1.18852%
H	103	39,900	1.18852%
H	104	39,900	1.18852%
H	201	39,900	1.18852%
H	202	39,900	1.18852%
H	203	39,900	1.18852%
H	204	39,900	1.18852%
H	301	39,900	1.18852%
H	302	39,900	1.18852%
H	303	39,900	1.18852%
H	304	39,900	1.18852%
	<u>69 Units</u>	<u>\$3,357,100.00</u>	<u>100.00000%</u>

The common element interests shown above and elsewhere in this Exhibit F have been rounded off to the nearest .00001% without exceeding 100%. The interest appertaining to any Unit can be determined more precisely by dividing the value of that Unit by the value of all the Units as those values are shown above.

For Use By  
The Secretary of State  
File No. ....  
Fee Paid.....  
R.N. ....  
Date .....

## Declaration and Petition for Incorporation

APPLICATION MUST BE TYPEWRITTEN  
DO NOT FILE IN DUPLICATE

The undersigned declarants and petitioners.

NAME	STREET ADDRESS AND CITY
<u>Kathleen D. Trice</u>	<u>1719 Wheat Street, Columbia, SC 29205</u>
<u>J. Clifton Judy, Jr.</u>	<u>1705 Crestwood Drive, Columbia, SC 29205</u>

being two or more of the officers or agents appointed to supervise or manage the affairs of Creekside at Huntington Owners Association, Inc.

non-profit / corporation which has been duly and regularly organized for the purposes hereinafter to be set forth, do affirm and declare:  
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 a Religious, Educational, Social, Fraternal, Charitable or other eleemosynary 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, or for the insurance of life, health, accident or property; and that the three days' notice in the Columbia Record  
a newspaper published in the County of Richland  
has been given that the aforesaid Declaration would be filed.

The said Declarants and Petitioners further declare and affirm  
FIRST. Their names and residences are as above given.  
SECOND. The name of the proposed Corporation is Creekside at Huntington Owners Association, Inc.

THIRD. The place at which it proposes to have its headquarters or to be located is 8 Rainbow Row, 1898 Calhoun Street  
in the City of Columbia, South Carolina  
(Street and Number)

FOURTH. The purpose of the said proposed Corporation is to provide an entity pursuant to the Horizontal Property Act of South Carolina, South Carolina Code of Laws (1976), Sections 27-31-10, et. seq. (the "Act"), to provide for the administration of Creekside at Huntington Horizontal Property Regime (the "Regime") located upon the land which is more fully described in the Master Deed.

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

NAMES	TITLE	ADDRESS
<u>Kathleen D. Trice</u>	<u>President &amp; Chairman of the Board</u>	<u>1719 Wheat Street Columbia, SC 29205</u>
<u>M. Joan Duffey</u>	<u>Secretary &amp; Director</u>	<u>1401 1/2 Lorick Avenue Columbia, SC 29203</u>
<u>J. Clifton Judy, Jr.</u>	<u>Vice President, Treasurer &amp; Director</u>	<u>1705 Crestwood Drive Columbia, SC 29205</u>

SIXTH. That they desire to be incorporated in perpetuity ~~FOR THE TERM OF~~ perpetuity.  
SEVENTH: That the attached Declaration and Petition for Incorporation be incorporated herein.  
Wherefore your petitioners pray that the Secretary of State do issue to the aforesaid

CREEKSIDE AT HUNTINGTON OWNERS ASSOCIATION, INC.  
(Repeat Name of Association)

A Certificate of Incorporation, with all rights, powers, privileges and immunities, and subject to all the limitations and liabilities conferred by Title 33, Chapter 31, 1976 Code, and Acts amendatory thereto, to provide for the incorporation of Religious, Education, Social, Fraternal or Charitable Churches, Lodges, Societies, Associations, or Companies, and for amending the Charters of those already formed and to be formed.

(Sign here) \_\_\_\_\_  
Kathleen D. Trice  
\_\_\_\_\_  
J. Clifton Judy, Jr.  
\_\_\_\_\_

Date \_\_\_\_\_, 19\_\_\_\_\_

INSTRUCTIONS

FILING FEES—Churches, Religious Organizations, Religious Societies, Religious Institutions and Volunteer Fire

Departments ..... \$3.00
Other Non-profit Corporations ..... \$15.00

All fees are payable to the Secretary of State.

Two petitioners are all that is required

State the purpose of your organization tersely in general terms. Do not attempt to include therein matter that should go into your by-laws, or specifically ask for certain powers granted under the law to all corporations-such as the right to buy and hold property, to have a common seal, etc.

SHOULD ASSOCIATION BE OTHER THAN A CHURCH, HAVE THE SHERIFF ENDORSE THE PETITION.

THE AFFIDAVIT BELOW MUST BE COMPLETED BEFORE THE CHARTER WILL BE ISSUED.

AFFIDAVIT EXECUTED AS A PART OF THE DECLARATION AND PETITION FOR INCORPORATION OF A PROPOSED CORPORATION NAME CREEKSIDE AT HUNTINGTON OWNERS ASSOCIATION, INC.

STATE OF SOUTH CAROLINA )

)

COUNTY OF RICHLAND )

The undersigned Kathleen D. Trice and J. Clifton Judy, Jr.

do hereby certify that they are the officers or persons signing the petition for incorporation of a non-profit corporation having no capital stock, that all the facts in the petition are true and correct and that the corporation will not operate for a profit for itself or any of its members

Kathleen D. Trice

J. Clifton Judy, Jr.

Sworn to before this

day of March, 19 85

Notary Public for South Carolina

My commission expires

NOTICE: IF IT IS FOUND THAT THE CORPORATION IS OPERATED FOR PROFIT, THIS MAY BE GROUNDS FOR REVOCATION OF CHARTER.

The undersigned, Sheriff of Richland County, South Carolina, hereby approves this Declaration and Petition for Incorporation.

Date:

Sheriff of Richland County

EXHIBIT G

DECLARATION AND PETITION FOR INCORPORATION

OF

CREEKSIDE AT HUNTINGTON OWNERS ASSOCIATION, INC.

The undersigned, for the purpose of forming a corporation not for profit under South Carolina Code of Laws (1976), as amended, Sections 33-31-10 et seq., certify as follows:

ARTICLE I

Definitions

Section 1.1. Reference to Master Deed. Terms used in this Declaration, unless the context requires otherwise or unless otherwise specified herein, shall have the same meaning as in the recorded Master Deed of Creekside at Huntington Horizontal Property Regime attached hereto as an exhibit.

ARTICLE II

Name

Section 2.1. Name. The name of the corporation shall be Creekside at Huntington Owners Association, Inc. (the "Association").

ARTICLE III

Purpose

Section 3.1. General. The purpose for which the Association is organized is to provide an entity pursuant to the Horizontal Property Act of South Carolina, South Carolina Code of Laws (1976), Sections 27-31-10 to 27-31-300 (the "Act"), to provide for the administration of Creekside at Huntington Horizontal Property Regime (the "Regime"), located upon the Land which is more fully described in the Master Deed.

Section 3.2. No Profit Motive. The Association shall hold all funds and the title to all properties and the proceeds thereof in trust for the Owners in accordance with the provisions hereof and the Regime Documents; and is not organized for the purpose of profit or gain to its members, otherwise than as above stated, or for the insurance of life, health, accident, or property.



Section 3.3. Distributions. The Association shall make no distributions of income to its members, directors, or officers; provided however, this provision shall not prohibit or prevent the distribution of any and all assets held in trust for the Owners as provided herein or in the Master Deed.

\* Section 3.4. Notice. Three days notice in the Columbia Record, a newspaper of general circulation published in the County of Richland, South Carolina, has been given that this Declaration would be filed.

#### ARTICLE IV

##### Powers

The powers of the Association shall include and be governed by the following provisions:

Section 4.1. General. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms hereof.

Section 4.2. Regime Documents. The Association shall have all of the powers and duties set forth in the Act except as limited hereby or the Regime Documents, and all of the powers and duties reasonably necessary to operate the Regime as set forth in the Regime Documents and as it may be amended from time to time, including but not limited to the following:

- (a) To make and collect Assessments against Owners to defray the costs, expenses, and losses of the Regime.
- (b) To use the proceeds of Assessments in the exercise of its powers and duties.
- (c) To maintain, repair, replace, and operate the Project.
- (d) To purchase insurance upon the Project and insurance for the protection of the Association and its members.
- (e) To reconstruct improvements after casualty and to further improve the Project.
- (f) To make and amend reasonable Rules and Regulations respecting the use of the property of the Regime.
- (g) To enforce by legal means the provisions of the Act, and the Regime Documents for the use of the property of the Regime.

(h) To contract for the management of the Regime and to delegate to such management agent all powers and duties of the Association except such as are specifically required by the Master Deed to have approval of the Board of Directors or the membership of the Association.

\*(i) To employ personnel to perform the services required for proper operation of the Regime.

Section 4.3. Limitations. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Master Deed and the Bylaws.

## ARTICLE V

### Members

Section 5.1. General. The Association shall not take steps which will serve to facilitate the transactions of specific business by its members or promote the private interest of any member, or engage in any activity which would constitute a regular business of the kind ordinarily carried out for profit, and no part of the net earnings of the Association shall inure to the benefit of any private individual.

Section 5.2. Members. The members of the Association shall consist of all of the record Owners of Units.

Section 5.3. Change of Membership. Change of membership in the Association shall be established by the recording in the public records of Richland County, South Carolina, of a deed or other instrument establishing a record title to a Unit in the Project and in the delivery to the Association of a certified copy of such instrument, the Owner designated by such instrument thereby shall become a member of the Association. The membership of the prior Owner shall be thereby terminated.

Section 5.4. Assignment of Interest. The share of a member in the funds and assets held in trust by the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his Unit.

Section 5.5. Voting. The members of the Association shall be entitled to vote on all matters in accordance with their Percentage Interests.

## ARTICLE VI

### Directors

Section 6.1. General. The affairs of the Association will be managed by a Board consisting of the number of directors as shall be determined by the Bylaws, but not less than three directors, and in the absence of such determination shall consist of three directors.

Section 6.2. Election. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

Section 6.3. Term of Initial Directors. The first election of directors shall be held no later than December 1, 1986. The directors herein named shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

Section 6.4. Initial Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

J. Clifton Judy, Jr.  
1705 Crestwood Drive  
Columbia, South Carolina 29205

Kathleen D. Trice  
1719 Wheat Street  
Columbia, South Carolina 29205

M. Joan Duffey  
1401 1/2 Lorick Avenue  
Columbia, South Carolina 29203

## ARTICLE VII

### Officers

Section 7.1. General. The affairs of the Association shall be administered by officers elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers

who shall serve until their successors are designated by the Board of Directors are as follows:

President and Chairman  
of the Board:

- Kathleen D. Trice  
1719 Wheat Street  
Columbia, South Carolina 29205

Secretary:

- M. Joan Duffey  
1401 1/2 Lorick Avenue  
Columbia, South Carolina 29203

Treasurer and Vice President

- J. Clifton Judy, Jr.  
1705 Crestwood Drive  
Columbia, South Carolina 29205

### ARTICLE VIII

#### Indemnification

Section 8.1. General. In accordance with and to the extent permitted by the laws of the State of South Carolina made and provided, every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

### ARTICLE IX

#### Bylaws

Section 9.1. General. The first Bylaws of the Association shall be those attached to the Master Deed as Exhibit H, and may be altered, amended, or rescinded in the manner provided in the Master Deed.

## ARTICLE X

### Amendments

Section 10.1. General. Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

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

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting.

3. Approval of an amendment must be by not less than 67 percent of the votes of the entire membership of the Association.

4. A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Richland County, South Carolina.

## ARTICLE XI

### Term

Section 11.1. General. The term of the Association shall be perpetual; provided, however, that the Association shall be terminated by the termination of the Regime in accordance with the provisions of the Master Deed.

## ARTICLE XII

### Subscribers

Section 12.1. General. The names and residences of the subscribers to this Declaration are as follows:

Kathleen D. Trice  
1719 Wheat Street  
Columbia, South Carolina 29205

J. Clifton Judy, Jr.  
1705 Crestwood Drive  
Columbia, South Carolina 29205

Section 12.2. Authorization. The subscribers to this Declaration certify that they have been duly authorized by the Owners as the membership of the Association to execute this document for the purposes herein stated.

ARTICLE XIII

\*  
Principal Office

Section 13.1. Location. The principal office of the Association shall be located at 8 Rainbow Row, 1898 Calhoun Street, Columbia, South Carolina 29201.

WHEREAS, undersigned request that the Secretary of State issue to the aforesaid Association a Certificate of Incorporation with all rights, powers, privileges and immunities and subject to all of the limitations and liabilities conferred by South Carolina Code of Laws (1976), as amended, Section 33-31-10 et. seq.

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures on \_\_\_\_\_.

\_\_\_\_\_  
KATHLEEN D. TRICE (L.S.)

\_\_\_\_\_  
J. CLIFTON JUDY, JR. (L.S.)

Columbia, South Carolina.

EXHIBIT H

BYLAWS

OF

CREEKSIDE AT HUNTINGTON OWNERS ASSOCIATION, INC.

ARTICLE I

General

Section 1.1. Definitions. The terms used in these Bylaws, unless the context requires otherwise or unless otherwise specified herein, shall have the same meaning as the recorded Master Deed of Creekside at Huntington Horizontal Property Regime to which these Bylaws are annexed.

Section 1.2. Applicability. These Bylaws are adopted pursuant to the Act and shall govern the operation of the Regime by the Association. These Bylaws shall be binding upon all Owners and lessees of Owners, their families, invitees and guests.

Section 1.3. Conflicts with the Act. These Bylaws are set forth to comply with the Act and the Master Deed and in the event any of the provisions hereof conflict therewith, the provisions of the Act and/or the Master Deed shall control.

Section 1.4. Incorporation of Master Deed by Reference. The provisions of the Master Deed, to the extent required by the Act to be set forth in the Bylaws, shall be deemed to be incorporated herein and all such provisions of the Master Deed shall be deemed Bylaw provisions for purposes of satisfying the requirements of the Act.

ARTICLE II

Name, Location and Membership

Section 2.1. Name. The name of the Association is Creekside at Huntington Owners Association, Inc.

Section 2.2. Location. The principal office of the Association shall be located within the Project at Hunt Club Road, Columbia, South Carolina, but meetings of the Board of Directors may be held at any other location designated by the Board of Directors in accordance with the provisions of these Bylaws.

Section 2.3. Membership. Each Owner of a fee or undivided fee interest in any Unit shall be a member of the Association, excluding persons who hold such interest under a deed to secure debt, mortgage or deed of trust. Membership in the Association shall be confined to such Owners and shall be appurtenant to and inseparable from Unit ownership. Such Owner or Owners of each Unit shall designate in writing delivered to the Secretary one member of the Association from among such Owner or Owners of such Unit, or a member of the immediate family of such Owner or Owners, and such member shall represent the Owner or Owners of such Unit in connection with the activities of the Association and shall exercise the voting rights thereof. Such designation shall be valid until revoked in writing delivered to the Secretary or until such Owner sells his Unit, whichever event shall first occur. No Owner shall be required to pay any consideration whatsoever for his membership.

### ARTICLE III

#### Meetings of Members

Section 3.1. Place of Meeting. Meetings of the Association shall be held at the Project or at such suitable place convenient to the members as may be designated by the Board of Directors.

Section 3.2. Annual Meeting. The first annual meeting of the members shall be held not later than the earlier of: (1) 120 days after the date by which 75% of the units have been conveyed to Owners; or (2) on December 1, 1986. Thereafter, regular annual meetings shall be held on the first Tuesday in December of each calendar year unless otherwise provided by the members at any previous meeting. If the date of the annual meeting shall fall on a legal holiday, the meeting shall be held at the same hour on the next following business day.

Section 3.3. Special Meetings. Special meetings of the Association may be called at any time by the President, by resolution of the Board of Directors, or upon the receipt of the Secretary of a petition signed by members holding greater than ten (10%) percent of the Total Percentage Interests. The call of a special meeting shall be by notice stating the date, time, place, purpose and order of business of such special meeting. Only the business stated in the notice may be transacted at a special meeting.

Section 3.4. Notice of Meeting. The Secretary shall mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member at the last address of such member furnished to the Secretary not less than 10 days or more than 50 days before the date of such meeting. Mailing notice as herein provided shall be deemed delivery thereof. Any member may waive notice of the



meeting in writing either before or after the meeting. Attendance of a member at a meeting, either in person or by proxy, except for the purpose of stating, at the beginning of the meeting, any objection to the transaction of business, shall constitute waiver of notice and any objection of any nature whatsoever as to the transaction of any business at such meeting. Notice given to one tenant in common, joint tenant or tenant by the entirety shall be deemed notice to all such Owners.

Section 3.5. Order of Business. The order of business at each annual meeting shall be as follows:

- a. Roll call and certification of proxies;
- b. Proof of notice or waiver of notice;
- c. Reading of minutes of preceding meeting;
- d. Reports of officers, if any;
- e. Reports of committees, if any;
- f. Election of directors;
- g. Unfinished business;
- h. New business;
- i. Adjournment.

In case of special meetings, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

Section 3.6. Quorum. At all meetings, regular or special, a quorum shall consist of the presence in person or by proxy of members holding not less than fifty-one (51%) percent of the total vote of the Association. If a quorum shall not be present at any meeting, a majority vote of the members present, in person or by proxy, may adjourn the meeting from time to time until a quorum can be obtained. At any such meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 3.7. Voting Rights. The Association shall have one class of voting membership which shall consist of all Owners of Units in the Regime. The total number of votes of all members of the Association shall be One Hundred (100) and the persons designated by the Owner or Owners of each Unit shall be entitled to cast the number of votes (in fractions if necessary) equal to the Percentage Interest appurtenant to the Unit owned by such Owner or Owners multiplied by One Hundred. All Percentage Interests are set forth in the Master Deed and the vote of each Owner shall not be divisible nor may the vote thereof be cast in part.

Section 3.8. Proxy. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the designated time of each meeting.

Section 3.9. Majority Vote. Acts authorized, approved or ratified by the casting of a majority of the total vote of the

Association, in person or by proxy, shall be the acts of the Association, except where a higher percentage vote is required by these Bylaws, the Master Deed or the Act, and shall be binding for all purposes.

Section 3.10. Actions Without Meeting. Anything to the contrary contained in these Bylaws notwithstanding, any action which may be taken at a meeting of the membership may be taken without a meeting if a consent or ratification, in writing, setting forth the action so taken shall be signed by all persons who would be entitled to cast votes of membership of the Association at a meeting and such consent is filed with the Secretary of the Association and is inserted in the Minutes Book thereof.

#### ARTICLE IV

##### Board of Directors, Number, Powers, Meetings

Section 4.1. Number. The business and affairs of the Association shall be governed by a Board of Directors (herein sometimes referred to as the "Board"), who shall be members of the Association. Each director shall be at least twenty-one (21) years of age and any qualified director may be re-elected. Each director shall hold office until his death, resignation, retirement, removal, disqualification or his successor is elected and qualified.

Section 4.2. Powers. The Board of Directors shall direct the affairs of the Association and, subject to any restrictions imposed by law, by the Master Deed, or these Bylaws, may exercise all of the powers of the Association. The Board of Directors shall exercise such duties and responsibility as shall be incumbent upon it by law, the Master Deed, or these Bylaws as it may deem necessary or appropriate in the exercise of its powers.

Section 4.3. Election and Term of Office. The initial Directors of the Association, who need not be members of the Association, shall be:

Kathleen D. Trice  
M. Joan Duffey  
J. Clifton Judy, Jr.

These individuals shall serve until the first meeting of the Association. At the first meeting of the Association members shall elect five directors. At the expiration of the initial terms provided herein, successors shall be elected to serve one year terms. In the event any tie vote occurs, the Board of Directors shall determine which director shall serve.

Section 4.4. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the Association. Vacancies caused by the removal as provided in Section 4.5 shall be filled by vote of the Association at the same meeting at which a director or directors were removed.

Section 4.5. Removal of Directors. At any regular or special meeting of the Association duly called, one or more of the directors may be removed with or without cause by a majority of the total vote of the Association, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by an Owner or Owners shall be given an opportunity to be heard at such meeting.

Section 4.6. Regular Meeting. The first regular meeting of the Board of Directors shall be held immediately following the first annual meeting of the members of the Association and regular meetings thereafter shall be held on such dates and at such time and place, but not less frequently than semi-annually, as may be fixed from time to time by resolution of the Board. Notice of regular meetings of the Board shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day of such meeting; provided, however, that notice of the first regular meeting shall not be required to be given to the directors provided that a majority of the entire Board is present at such meeting. Should any such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 4.7. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each director, given personally or by mail, telephone, or telegraph, which notice shall state the date, time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two directors.

Section 4.8. Waiver of Notice. Before or at any meeting of the Board of Directors any director may, in writing, waive notice of such meetings and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the date, time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.9. Quorum. At all meetings of the Board of Directors, a majority of the then qualified directors shall consti-

tute a quorum for the transaction of business, and the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4.10. Compensation. No director shall receive compensation for any service he may render to the Association nor shall the Association make any loan, directly or indirectly, to a director; provided, however, that a director may be reimbursed for travel, lodging and other out-of-pocket expenses incurred by him in the performance of his duties.

Section 4.11. Action by Board Without a Meeting. The Board of Directors shall have the right to take any action which it could take at a meeting by obtaining the written approval of all directors thereto. Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 4.12. Liability of Directors. In accordance with and to the extent permitted by the laws of the State of South Carolina made and provided, no director shall be liable to any Owner for injury or damage caused by such director in the performance of his duties unless due to the willful misfeasance or malfeasance of such director. Furthermore, in accordance with and to the extent permitted by the laws of the State of South Carolina made and provided, each director shall be indemnified by the Association against all liabilities and expenses, including attorney's fees, reasonably incurred and imposed upon him in connection with any proceeding to which he may be party or in which he becomes involved by reason of his being or having been a director of the Association, whether or not he is a director of the Association at the times such expenses and liabilities are incurred, except in such cases where the director is adjudged guilty of willful misfeasance or malfeasance in performance of his duties; provided, however, that in the event of settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. Such indemnity shall be subject to the approval by the members of the Association only when such approval is required by the laws of the State of South Carolina made and provided.

## ARTICLE V

### Officers

Section 5.1. Number and Election. There shall be elected annually by and from the Board of Directors a President (who shall

also be Chairman of the Board), a Secretary and a Treasurer. The offices of Secretary and Treasurer may be filled by the same person. The directors may also elect from time to time such other officers as in their judgment may be needed, which officers need not be directors.

Section 5.2. Removal and Vacancies. Except as herein provided to the contrary, the officers shall be elected annually and hold office at the pleasure of the Board. A vacancy in any office may be filled by the Board at its next meeting. The Officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 5.3. Duties. The duties of the officers shall be as follows:

(a) President. The President shall be the chief executive officer and shall preside at all meetings of the Board of Directors and the Association, shall see that orders and resolutions of the Board are carried out, shall appoint committees consisting of members of the Association as in his opinion is necessary, shall co-sign with the Treasurer all promissory notes and similar documents, if any, and shall perform such other duties as may be designated to him by the Board. He shall have all general powers and duties which are incident to the office of President of a business corporation organized under the laws of the State of South Carolina made and provided, and control and management of the Association in accordance with such laws and these Bylaws. In the case of the absence or disability of the President, his duties shall be performed by a Vice President.

(b) Secretary. The Secretary shall record the votes and keep the minutes of all meetings in a Minute Book wherein all resolutions validly adopted by the Association shall be recorded and proceedings of the Board and the Association; keep appropriate current records showing the members of the Association together with their addresses and designating those members entitled to vote; keep custody of the attest the seal of the Association; and perform such other duties as may be required of him by the Board or incident to the office of Secretary of a business corporation organized under the laws of the State of South Carolina made and provided.

(c) Treasurer. The Treasurer shall be responsible for the funds of the Association except to the extent a professional management company collects and disburses funds. The Treasurer shall co-sign with the President all promissory notes and similar documents, shall maintain full and accurate fiscal accounts and records, and shall perform such other duties as may be designated by the Board of Directors or incident to the office of Treasurer of a business corporation under the laws of the State of South Carolina made and provided.

Section 5.4. Compensation. No officer shall receive compensation for any service he may render to the Association nor shall

the Association make any loan, directly or indirectly to an officer; provided, however, that an officer may be reimbursed for reasonable travel, lodging and other out-of-pocket expenses incurred by him in the performance of his duties. This does not preclude the Board of Directors from employing persons to perform services from time to time required by the Association, who shall receive compensation.

Section 5.5. Liability of Officers. In accordance with and to the extent permitted by the laws of the State of South Carolina made and provided, no officer shall be liable to any Owner for injury or damage caused by such officer in the performance of his duties unless due to the willful misfeasance or malfeasance of such officer. Furthermore, in accordance with and to the extent permitted by the laws of the State of South Carolina made and provided, each officer shall be indemnified by the Association against all liabilities and expenses, including attorney's fees, reasonably incurred and imposed upon him in connection with any proceedings to which he may be a party or in which he becomes involved by reason of his being or having been an officer of the Association at the times such expenses and liabilities are incurred, except in such cases where the officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of a settlement the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. Such indemnity shall be subject to approval by the members of the Association only when such approval is required by the laws of the State of South Carolina made and provided.

## ARTICLE VI

### Compliance

Section 6.1. Compliance with Master Deed. The Association through the Board of Directors and Officers shall comply with all provisions of the Master Deed regarding the operation and administration of the Regime, including but not limited to:

(a) Establishing an Annual Assessment by estimating the Common Expenses to be incurred during each fiscal year; collecting the Annual Assessments on a monthly basis; levying and collecting Special Assessments for the purposes as set forth in the Master Deed; collecting Working Capital Assessments; and in general, causing the Association to have sufficient funds to perform the obligations imposed upon it by the Act, the Master Deed and these Bylaws;

(b) Causing the Project to be maintained in good condition and repair with adequate security;

(c) Regulating the use and enjoyment of the Project to promote the enjoyment thereof by all parties entitled to the benefits therefrom;

(d) Causing the Association to comply with all obligations related to insurance coverage contained in applicable provisions of the Federal National Mortgage Association Lending Guide and as specified in the Master Deed; and

(e) Causing the Association to provide all documents and to undertake all activities specified in the Master Deed for the benefit of mortgagees;

(f) Causing personnel necessary for the proper operation of the Regime to be employed; and

(g) Entering into all other contractual arrangements deemed necessary or appropriate by the Board of Directors to permit the Regime to comply with the requirements of the Act, Master Deed or these Bylaws.

Section 6.2. Employment of Professional Condominium Manager. The Board of Directors shall cause the Association to employ a professional management company licensed by the State of South Carolina Real Estate Commission in accordance with the provisions of the Master Deed, which shall be delegated with such powers and charged with such responsibilities as deemed necessary or appropriate by the Board of Directors to permit, at a minimum, the collection of all Assessments, payment of recurring expenses attending to proper maintenance and operation of the Project on a day-to-day basis.

## ARTICLE VII

### Financial Matters

Section 7.1. Availability of Funds. The Board of Directors shall cause the Association to establish reasonable reserves for working capital, deferred maintenance and replacement to promote the operation of the Regime on a sound financial basis.

Section 7.2. Collection of Assessments. The Board of Directors shall use all reasonable efforts to collect Assessments from Owners on a current basis and shall pursue all Owners for delinquent assessments in a vigorous manner except to the extent that it is unlikely that the Association will be able to recover a material portion of the Assessment after deducting the costs incurred in connection with the collection thereof.

Section 7.3. Records of Receipts and Expenditures. The Association shall keep accurate books and records, including but not limited to a ledger book with detailed accounts in chronologi-

cal order of the receipts and expenditures affecting the Project and its administration; and specifying the maintenance and repair expenses of the Common Area and all other expenses incurred by the Association.

Section 7.4. Record of Assessments. An Assessment Roll shall be maintained in which there shall be an account for each Unit. Such an account shall designate the name and address of the Owner, the amount of each Assessment against the Owner, the date and amount in which Assessments come due, the amount received on the account from time to time and any balance due from the Owner. Upon request, the Association shall issue a certificate utilizing the Assessment Roll as a status of the owner and the Unit with respect to the payment of Assessments to any party having an interest in a Unit.

Section 7.5. Audit of Financial Statements. No later than 120 days after the close of any fiscal year of the Association, the Association shall cause audited financial statements for such fiscal year to be prepared by a certified public accountant licensed in the State of South Carolina.

Section 7.6. Access to Information. The Association shall make available to Owners and holders, insurers or government guarantors of any mortgage information concerning the Regime as provided in the Master Deed.

Section 7.7. Depository. The depository for the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors and in which monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only by check signed by such persons as are authorized by the Board of Directors.

Section 7.8. Fidelity Bonds. Fidelity bonds shall be required of all parties having access to funds of the Association in accordance with the provisions of the Master Deed.

Section 7.9. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 7.10. Dissolution. In the event the corporation is dissolved, the property and assets of the corporation shall be distributed to another eleemosynary corporation which is exempt from South Carolina Income Tax, notwithstanding anything herein to the contrary this Section 7.10 of Article VII is irrevocable.

## ARTICLE VIII

### Association Seal

Section 8.1. Description. The Association shall have a seal



in circular form having within its circumference the words  
Creekside at Huntington Owners Association, Inc./South Carolina/1985."

## ARTICLE IX

### Parliamentary Rules

Section 9.1. Roberts Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Act, the Master Deed or these Bylaws.

## ARTICLE X

### Amendments

Section 10.1. Bylaws. These Bylaws may be amended by a vote of at least sixty-seven (67%) percent of the total vote of the Association at a duly constituted meeting for such purposes, in strict accordance with the provisions of the Master Deed and the Act. Said amendments shall be set forth in an amendment to the Master Deed and duly recorded. Each Owner, by accepting a deed to a Unit, expressly agrees to be bound by and benefit from any such amendment hereto.

Section 10.2. Master Deed. The Master Deed shall be amended only upon the written consent of sixty-seven (67%) percent of the total vote of the Association as provided therein.

Section 10.3. Additional Consent. Anything to the contrary contained in the Master Deed or these Bylaws notwithstanding, no amendment to the Master Deed or the Bylaws shall discriminate against any Owner or against any Unit or class of Units unless the owners so effected shall consent in writing thereto.

## ARTICLE XI

### Rules and Regulations

Section 11.1. Promulgation. The Board of Directors shall promulgate Rules and Regulations in accordance with the authority granted in the Master Deed to regulate the use and enjoyment of the Project by all parties. Copies of all amendments to the Rules and Regulations shall be mailed to all Owners promptly upon adoption of such amendments and complete copies of the Rules and Regulations shall be made available to Owners and lessees of Owners upon request.

EXHIBIT I

RULES AND REGULATIONS

OF

CREEKSIDE AT HUNTINGTON HORIZONTAL PROPERTY REGIME

RESIDENTIAL UNITS

1. The grassy areas and walkways in front of the buildings and entranceways to the Units shall not be obstructed or used for any purpose other than ingress and egress.
2. No article shall be hung or shaken from the doors or windows or placed upon the window sills of the Units.
3. No bicycles, scooters, baby carriages, or similar vehicles or toys, or other personal articles shall be allowed to stand in any of the Common Area, exclusive of the Limited Common Area.
4. No Owner shall make or permit any noise that will disturb or annoy the occupants of any of the Units in the Project or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Owners.
5. Each Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.
6. No shades, awnings, window guards, ventilators, fans, or air conditioning devices shall be used in or about any buildings except such as shall have been approved by the Board of Directors.
7. All garbage and refuse from the Units shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Board of Directors may direct.
8. Bathroom facilities and other water apparatus in any buildings shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown in to the same. Any damage resulting from misuse of any bathroom facility or other apparatus shall be paid for by the Owner in whose Unit it shall have been caused.

9. No Owner shall send any employee of the property manager out of the Project on any private business of the Owner.

10. No animals, livestock, poultry, reptiles, or other living things of any kind shall be raised, bred or kept on any part of the Project, except that dogs, cats or other normal household pets may be kept by the respective Owners inside their respective Units according to rules imposed by the Board of Directors such rules to be drawn by the Board of Directors as elected and which shall be related to the unreasonable disturbance of the peaceful possession and quiet enjoyment of any other portion of the Project by other Owners and lessees of Owners, their families, invitees and guests.

11. Nothing shall be altered or constructed in or removed from the Common Area, except upon the written consent of the Board of Directors.

12. All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.

13. The agents of the Board of Directors or the managing agent, and any contractor or workman authorized by the Board of Directors or the managing agent, may enter any room or Unit in the buildings at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests.

14. The Board of Directors, or its designated agent, may retain a pass key to each Unit. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of a Unit without the written consent of the Board of Directors. In such case consent is given, the Owner shall provide the Board of Directors, or its agent, with an additional key pursuant to its right of access to the Unit.

15. All persons will obey the posted parking regulations.

16. All damage to the Common Area or Limited Common Area caused by the moving or carrying of any article therein shall be paid by the Owner responsible for the presence of such article.

17. Water shall not be left running any unreasonable or unnecessary length of time.

18. No Owner shall use or permit to be brought into the Project any inflammable oils or fluids such as gasoline, kerosene, naphtha, or benzine, or other explosives or articles deemed extra hazardous to life, limb, or property, without in each case obtaining written consent of the Board of Directors.

19. The Owners shall not be allowed to put their names on any entry of the Project, except in the proper places provided for such purpose.

20. The Owners shall close all windows while their Units are unattended to avoid possible damage from storm, rain, freezing or other elements.

21. Sheer curtains must be installed by each Unit Owner on all windows of his Unit and must be maintained in such windows at all times. No blinds may be installed or used without sheers. The color of the portion of such draperies, blinds, or curtains visible from the exterior shall be white.

22. Any Owner wishing to plant flowers, trees, or shrubs outside of his patio area must obtain written permission from the Board of Directors before doing so.

23. Complaints regarding the management of the Units and grounds or regarding actions of other Owners shall be made in writing to the Board of Directors.

24. Any consent or approval given under these Rules and Regulations by the Board of Directors shall be revocable at any time.

25. These Rules and Regulations may be added to or repealed at any time by the Board of Directors.

26. Each Unit shall have the right to two unassigned parking spaces. No campers, trailers, or trucks larger than pick-up trucks, will be allowed to park in the parking lot. The parking areas are strictly for parking of automobiles and motorcycles. They are not to be used as storage areas or work areas.

EXHIBIT J

STATE OF SOUTH CAROLINA ) APARTMENT UNIT DEED CREEKSIDE AT  
 ) HUNTINGTON HORIZONTAL PROPERTY  
COUNTY OF RICHLAND ) REGIME

TO ALL WHOM THESE PRESENTS MAY COME:

WHEREAS, Creekside at Huntington Horizontal Property Regime (the "Regime") is a horizontal property regime organized pursuant to the Horizontal Property Regime Act of South Carolina (South Carolina Code of Laws (1976), as amended, §27-31-10 to §21-31-300) (the "Act"); and

WHEREAS, the Master Deed and Exhibits establishing the Regime are recorded in the RMC Office for Richland County in Deed Book \_\_\_\_ at page \_\_\_\_ (the "Master Deed"); and

WHEREAS, \_\_\_\_\_ (the "Grantor"), whose mailing address is \_\_\_\_\_ is the Owner of the apartment unit \_\_\_\_\_ (the "Apartment Unit") in the Regime and desires to convey the Apartment Unit in fee simple to \_\_\_\_\_ (the "Grantee"), whose mailing address is \_\_\_\_\_; and

WHEREAS, the masculine singular pronouns used throughout this document shall be read as the masculine, feminine or neuter form of pronoun (in singular or plural) as the context shall require; the word "heirs" shall be read as "successors" in reference to any grantor or grantee except an individual acting in an individual capacity; and all terms not otherwise defined herein shall have the same meaning as set forth in the Master Deed.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Grantor, for and in consideration of the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), paid unto the Grantor by the Grantee, receipt and which is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release to the Grantee the Apartment Unit, being Number \_\_\_\_\_ and in Building \_\_\_\_\_, in Creekside at Huntington Horizontal Property Regime, together with the undivided interest of the Grantor in and to the Common Area and Limited Common Area appurtenant to said Apartment Unit.

RESERVING, however, to the Grantor, its successors and assigns, assignees, successors in title and lessees, the following:

Subject to the conditions and reservations set forth hereinabove, Grantor does hereby bind himself and his successors and assigns to warrant and forever defend all and singular the said premises unto Grantee, his heirs and assigns, against the Grantor and his heirs and every person whomsoever lawfully claiming or to claim the same, or any part thereof.

\* IN WITNESS WHEREOF, the Grantor has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

GRANTOR:

\_\_\_\_\_  
WITNESS \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
WITNESS \_\_\_\_\_ (SEAL)

ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

ACCEPTED IN THE PRESENCE OF:

GRANTEE:

\_\_\_\_\_  
WITNESS \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
WITNESS \_\_\_\_\_ (SEAL)

STATE OF SOUTH CAROLINA )  
                                  )  
COUNTY OF                    )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that he saw the within-named Grantor sign, seal, and as his act and deed, deliver the within-written Deed for the uses and purposes therein mentioned, and that he with the other witness whose signature appears above, witnessed the execution thereof.

SWORN TO BEFORE ME this \_\_\_\_\_ )  
  )  
day of \_\_\_\_\_, 19\_\_ )  
  )  
  (LS) )  
Notary Public for S.C.                )  
  )  
My Commission Expires: \_\_\_\_\_ )

\_\_\_\_\_  
(WITNESS)